

# 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

## June 8, 2021 – General Open Session 6:30 pm

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.

The RDUSD uses a Zoom Webinar application for its meetings. To join the meeting, Zoom, not River Delta USD, requires attendees to register with a name and email address. The email address does not need to be authenticated and the name does not need to be the attendee's legal name. Initials, "Supportive Staff", "Caring Citizen", etc. are all acceptable entries. The same requirements are used to address the Board. See the Public Comment section to address the Board or comment on the Agenda or non-agendized items. All comments must be submitted prior to the start of the General Open Session. Please note that any Public Comments received after 6:30 pm will not be read. If your comment exceeds the time limit, it may be summarized.

<https://rdusd-org.zoom.us/j/96489304498?pwd=SXZ6TTk4OSsxL0JIR1UwRmpUbUJRUT09>

*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 Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Mahoney \_\_; Member Stone \_\_ Time: \_\_

5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: \_\_\_\_\_

- 5.1 Retake Roll Call

Member Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Mahoney \_\_; Member Stone \_\_

- 5.2 Pledge of Allegiance

6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) – Board President Stone

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

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Mahoney \_\_; Member Stone \_\_

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 the General Open Session. Once filled out and submitted, your comments will be read during agenda item 8: Public Comment or during the corresponding item number.
- 2) If you have a comment or complaint regarding a specific employee, please refrain from making a public comment and contact the employee’s supervisor for resolution.

9. **Reports, Presentations, Information**

- 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
  - 9.1.1 Board Members’ report(s)
  - 9.1.2 Committee reports
    - 9.1.2.1 Facilities Planning Steering Committee – Jennifer Stone, Board President
  - 9.1.3 Superintendent Wright’s report(s)
    - 9.1.3.1 Program Instruction for the 2021-2022 School Year – Katherine Wright, Superintendent
- 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 – Sharon Silva, Chief Business Officer; Ken Gaston, Director of MOT
  - 9.2.1 Monthly Financial Report – Vina Guzman, Interim Chief Business Officer
    - 9.2.1.1 May Revise Update, Vina Guzman, Interim Chief Business Officer
  - 9.2.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT
- 9.3 Education Services’ and Special Education Reports and/or Presentation(s) - Nicole Latimer, Chief Educational Services Officer and Tom Anderson, Director of Special Education
  - 9.3.1 Educational Services Update – Nicole Latimer, Chief Educational Services Officer
  - 9.3.2 Beyond the Bell Presentation – Lucia Becerra, After School Program Supervisor
  - 9.3.3 School Plan for Student Achievement 2021-2022 Presentations: Bates Elementary School; D.H. White Elementary School; Riverview Middle School; and Walnut Grove Elementary School – Site Principals
  - 9.3.4 Special Education Update – Tom Anderson, Director of Special Education
- 9.4 River Delta Unified Teachers Association (RDUTA) Update – Marsha Montgomery, RDUTA President
- 9.5 California State Employees Association (CSEA) Chapter #319 Update – Melinda Barkman, CSEA President
- 9.6 Public Hearing Regarding the Proposed 2021-2022 LCAP, LCAP Adoption Will Be Held at The Regular June 22, 2021 Board Meeting – 6:30 pm – Katherine Wright, Superintendent

**Open Public Hearing \_\_\_\_\_pm Public Comments: \_\_\_\_\_Close Public Hearing \_\_\_\_\_pm**

- 9.7 Public Hearing Regarding the Proposed 2019-2020 District Budget, Adoption will be held at the Regular June 22, 2021 Board Meeting – 6:30 pm – Vina Guzman, Interim Chief Business Officer

Open Public Hearing \_\_\_\_\_pm Public Comments: \_\_\_\_\_ Close Public Hearing \_\_\_\_\_pm

## 10. Consent Calendar

All matters listed under the Consent Calendar are to be considered routine action and all will be enacted by one motion. There will be no separate discussion of these items unless a member of the Board of Trustees requests that specific items to be removed from the Consent Calendar for separate action. Any items removed will be considered for separate action after the motion to approve the Consent Calendar.

- 10.1 Approve Board Minutes
  - Regular Meeting of the Board – May 11, 2021
  - Special Meeting of the Board – May 26, 2021
- 10.2 Receive and Approve Monthly Personnel Report - As of June 8, 2021
- 10.3 District's Monthly Expenditure Report
  - May 2021
- 10.4 Request to Approve the Food Service Contract Extension with Sodexo for FY 2021-2022 – Vina Guzman, Interim Chief Business Officer
- 10.5 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 2021-2022 School Year at a cost not to exceed \$30,000 – Special Educational Funds – Tom Anderson, Director of Special Education
- 10.6 Request to Approve the Independent Contract for Services Agreement with Hand-in-Hand Therapeutics for the 2021-2022 School Year at a cost not to exceed \$45,000– Special Educational Funds – Tom Anderson, Director of Special Education
- 10.7 Request to Approve the Professional Expert Consultation Agreement with Linda Mitchell For Adapted Physical Education Services for the 2021-2022 School Year at a cost not to exceed \$1,000 – Special Educational Funds – Tom Anderson, Director of Special Education
- 10.8 Request to Approve the Independent Contract for Services Agreement with Meladee McCarty to provide Program Specialist Services for the 2021-2022 School Year at a cost not to exceed \$5,000 – Special Educational Funds – Tom Anderson, Director of Special Education
- 10.9 Request to Approve the Expert Agreement with Hancoch McCarty to Provide Assistive Technology Services and Assessments for the 2021-2022 School Year at a cost not to exceed \$10,000 – Special Educational Funds – Tom Anderson, Director of Special Education
- 10.10 Request to Approve the Independent Contract for Services Agreement with Elaine H. Talley, M.Ed., J.D. to Serve as a Non-bias Facilitator for the 2021-2022 School Year at a cost not to exceed \$3,000 – Special Educational Funds – Tom Anderson, Director of Special Education
- 10.11 Request the Approval of Bates Elementary School; D.H. White Elementary School; Riverview Middle School; and Walnut Grove Elementary Schools' Single Plan for Student Achievement for School Year 2021-2022 as Presented – Site Principals
- 10.12 Request to Approve the 2021-2022 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 – Tom Anderson, Director of Special Education
- 10.13 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2021-2022 School Year at a cost not to exceed \$100,000 – Special Educational Funds – Tom Anderson, Director of Special Education
- 10.14 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional Assistant) for the 2021-2022 School Year at a cost not to exceed \$90,000 – Special Educational Funds – Tom Anderson, Director of Special Education

- 10.15 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Kadiant LLC) to Provide Applied Behavior Analysis Therapy and Related Services for the 2021-2022 School Year at a cost not to exceed \$45,000 – Special Educational Funds – Tom Anderson, Director of Special Education
- 10.16 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 2021-2022 School Year at a cost not to exceed \$5,000 – Special Educational Funds – Tom Anderson, Director of Special Education
- 10.17 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Jabbergym, Inc.) to Provide Physical Therapy Services for District Students for the 2021-2022 School Year at a cost not to exceed \$10,000 – Special Educational Funds – Tom Anderson, Director of Special Education
- 10.18 Request to Approve the Professional Expert Agreement with Jeff Simpson to Provide Speech Therapy Services at a cost not to exceed \$40,000 for the 2021-2022 school year – Special Educational Funds – Tom Anderson, Director of Special Education
- 10.19 Request to Approve the Allowance of Attendance and Loss of Instructional Minutes Because of Emergency Conditions (Power and Internet Outage) Application to be Filled for All Schools in River Delta Unified School District – Katherine Wright, Superintendent
- 10.20 Request to approve the Out-of-State travel for two members of the Rio Vista High School's Bass Fishing Team to attend the National and World Competition in South Carolina from June 29 through July 3, 2021 – No Cost to the District – Victoria Turk, Principal
- 10.21 Request to Approve the Leave of Absence for the 2021-2022 School Year make my Vallerie Upham – Bonnie Kauzlarich, Director of Personnel

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Riley \_\_\_; Member Casillas \_\_\_; Member Lamera \_\_\_; Member Apel \_\_\_; Member Jelly \_\_\_; Member Mahoney \_\_\_; Member Stone \_\_\_

**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 2021 – Katherine Wright, Superintendent

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Riley \_\_\_; Member Casillas \_\_\_; Member Lamera \_\_\_; Member Apel \_\_\_; Member Jelly \_\_\_; Member Mahoney \_\_\_; Member Stone \_\_\_

- 12. Request to Approve the “Declaration of Need” for Fully Qualified Educators” for the 2021-2022 School Year – Katherine Wright, Superintendent

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Riley \_\_\_; Member Casillas \_\_\_; Member Lamera \_\_\_; Member Apel \_\_\_; Member Jelly \_\_\_; Member Mahoney \_\_\_; Member Stone \_\_\_

- 13. Request to Approve Dedication and Naming of the Fitness and Wellness Center at Rio Vista High School – Fitness and Wellness Center – In Memory of Elizabeth McCormack – Victoria Turk, Rio Vista High School Principal

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Riley \_\_\_; Member Casillas \_\_\_; Member Lamera \_\_\_; Member Apel \_\_\_; Member Jelly \_\_\_; Member Mahoney \_\_\_; Member Stone \_\_\_

- 14. Request to Approve Resolution #815 Beginning July 1, 2021 Authorizing Designees to Sign Contracts and Authorization to Sign Change Orders to Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer; Jennifer Stone, Board Member; Dan Mahoney, Board Member and Marilyn Riley, Board Member – Katherine Wright, Superintendent

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Riley \_\_\_; Member Casillas \_\_\_; Member Lamera \_\_\_; Member Apel \_\_\_; Member Jelly \_\_\_; Member Mahoney \_\_\_; Member Stone \_\_\_

15. Request to Approve Resolution #816 Beginning July 1, 2021 Authorizing Designees to Sign District Payroll Orders and Request for Payments to Vendors to Katherine Wright, Superintendent, and Tammy Busch, Chief Business Officer – Katherine Wright, Superintendent

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Mahoney \_\_; Member Stone \_\_

16. Request to Approve Resolution #817 Beginning July 1, 2021 Identifying District Representatives Authorized to Execute Documents Related to Construction to Katherine Wright, Superintendent, and Tammy Busch, Chief Business Officer and Ken Gaston, Director of Maintenance, Operations and Transportation – Katherine Wright, Superintendent

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Mahoney \_\_; Member Stone \_\_

17. Request to Approve Resolution #818 Beginning July 1, 2021 Authorizing Delegation of Power to Contract to Katherine Wright, Superintendent and Tammy Busch, Chief Business Officer – Katherine Wright, Superintendent

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Mahoney \_\_; Member Stone \_\_

18. Request to Approve the Job Description School Social Worker - Tom Anderson, Director of Special Education and Nicole Latimer, Chief Educational Services Officer

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Mahoney \_\_; Member Stone \_\_

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

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

21. Adjournment

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Mahoney \_\_; Member Stone \_\_ Time: \_\_

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

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

**AFFIDAVIT OF NOTICING AND POSTING:**

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office, 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 4, 2021, 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 8, 2021**

**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 8, 2021, via teleconference (which is prior to the full General 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

4.3.5 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6]

Following negotiation meetings any/all units.

4.3.5.1 RDUTA

4.3.5.2 CSEA

4.4 **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: \_\_\_\_\_

jg

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Vina Guzman, Interim Chief Business Officer

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:**

Vina Guzman, Interim 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: 2 minutes

**River Delta Unified School District**  
 2020-21 Working Budget vs. Actuals Report  
 May 31, 2021

Working Budget						Actuals thru: 5/31/2021					
	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)		
<b>General Fund: (01)</b>											
Unrestricted	5,686,849	16,613,008	17,284,832	5,015,025	17,338,695	188,583	17,150,112	103.23%	14,152,539	81.88%	
Restricted	917,998	10,774,207	10,417,286	1,274,919	4,498,796		4,498,796	41.76%	7,038,943	67.57%	
Combined	6,604,847	27,387,215	27,702,118	6,289,944	21,837,491	188,583	21,648,908	79.05%	21,191,481	76.50%	
<b>Other Funds</b>											
Adult Ed. ( 11 )	44,746	106,590	133,713	17,623	89,772		89,772	84.22%	59,080	44.18%	
Child Development ( 12 )	-	292,134	291,204	930	303,015		303,015	103.72%	201,341	69.14%	
Cafeteria ( 13 )	37,790	1,005,750	1,014,595	28,945	712,430		712,430	70.84%	793,770	78.24%	
Sp. Res-Other than Cap. Outlay ( 17 )	40,292	700	-	40,992	164		164	23.43%	-	0.00%	
Bond Fund ( 21 )	52,581	36,356	-	88,937	34,124		34,124	93.86%	350	0.00%	
Bond Fund- SFID #1 South ( 22 )	-	3	-	3	3		3	0.00%	-	0.00%	
Bond Fund - SFID #2 North ( 23 )	-	6	-	6	6		6	0.00%	-	0.00%	
Developer Fees ( 25 )	927,402	298,371	339,255	886,518	121,940		121,940	40.87%	339,971	100.21%	
County School Facilities ( 35 )	3,366	30	-	3,396	13		13	43.33%	-	0.00%	
Capital Projects ( 49 )	115,612	120,138	6,100	229,650	319		319	0.27%	6,154	100.89%	



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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

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:**

Monthly MOT Information Report

**BACKGROUND:**

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.

**STATUS:**

See attached monthly report for the period of May 2021

**PRESENTER:**

Ken Gaston

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board receives this information

Time allocated: 5 minutes

**Maintenance, Operations & Transportation**  
**Monthly Report for Board Meeting**  
**June 8, 2020**

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

**Maintenance & Operations:**

- **Clarksburg Middle School**
  - Regular HVAC Maintenance. - \$231
  - Replaced water well tank. - \$2,045
  
- **Delta High School**
  - Sprayed around bleachers and track. - \$155
  - Power washed bleachers. - \$125
  - Dug up sewer to clear a sewage backup. - \$830
  - Repaired broken water line. - \$124
  
- **D. H. White Elementary**
  - Replaced a piece of irrigation by staff parking lot. - \$650
  - Replaced ballast and bulbs. - \$110
  
- **Isleton Elementary School**
  - Assembled 2 Chromebook carts. - \$100
  
- **Rio Vista High School**
  - Assembled basketball hoops. - \$225
  - Cleaned up football field. - \$1,037
  - Replaced stop sign. - \$112
  - Set up stage for academic award and sport awards. - \$400
  - Replaced flush valve. - \$112
  
- **Riverview Middle School**
  - Replaced irrigation system for the Magnolia trees. - \$425
  
- **Walnut Grove Elementary School**
  - Refinished three benches. - \$429

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Lucia Becerra, After School Program Supervisor

Item Number: 9.3.2

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

**SUBJECT:**

This presentation was created to provide the Board of Trustees with a summary of what Beyond the Bell Program has done for the 2020-2021 school year, including; changes and challenges as a result of the Covid-19 pandemic, school closure as well as our return for in-person instruction via the hybrid model.

**BACKGROUND:**

River Delta Unified School District offers an after-school enrichment program (Beyond the Bell) for students in grades K-6. As a result of the COVID-19 pandemic, school closure and hybrid learning, the program has had to pivot multiple times and adapt to support the needs of our students and families. This presentation is intended to provide a summary of what the team has been up to this school year.

**STATUS:**

This item is information in nature only.

**PRESENTER:**

Lucia Becerra, After School Program Supervisor

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Nicole Latimer, Chief Educational Services Officer

**COST AND FUNDING SOURCES:**

There are no costs to the district.

**RECOMMENDATION:**

That the Board receive this information.

Time allocated: 5 minutes

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 9.3.3

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

**SUBJECT:**

Presentation of the Districts' Single Plan for Student Achievement for Bates Elementary School, DH White Elementary School, Riverview Middle School and Walnut Grove Elementary School for the 2021-2022 school year.

**BACKGROUND:**

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 in rigor, technology, campus culture as well as supportive of our students in transitioning back to full time in-person learning. Additionally, school sites have been working to close achievement gaps while addressing learning loss associated with the COVID-19 pandemic and school closure. During the June 8, 2021, regularly scheduled meeting of the RDUSD Board of Trustees, principals from Bates Elementary, DH White Elementary, Riverview Middle School and Walnut Grove Elementary will share successes, challenges and areas for continued growth as identified by each Single Plan for Student Achievement (SPSA).

**STATUS:**

This board briefing is informational in nature. A board briefing for the approval of each school SPSA can be found attached to the backup documents for this meeting.

**PRESENTER:** Nicole Latimer, Chief Educational Services Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** N/A

**RECOMMENDATION:**

That the Board receives the presentations of the Districts' Single Plan for Student Achievement for Bates Elementary School, DH White Elementary School, Riverview Middle School and Walnut Grove Elementary School for the 2021-2022 school year.

Time allocated: 15 minutes

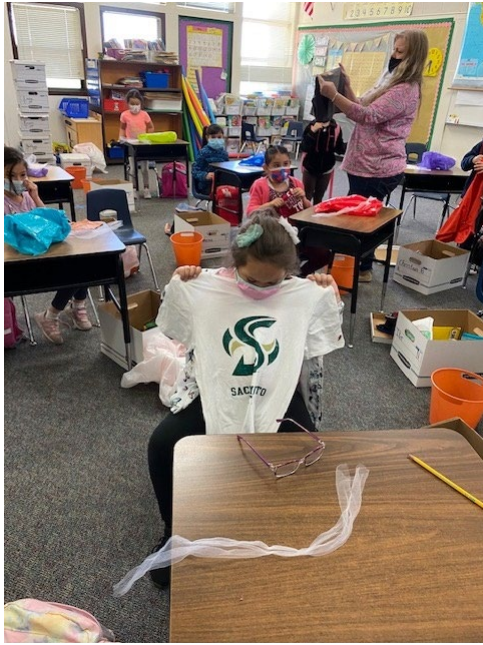


# **BATES ELEMENTARY**

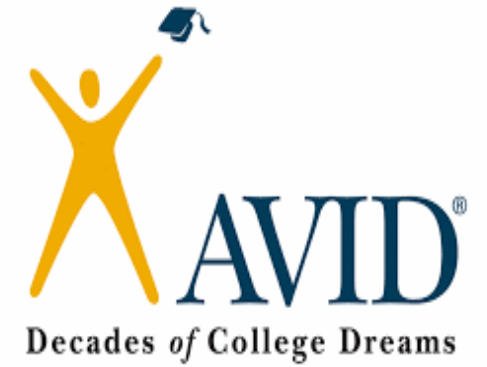
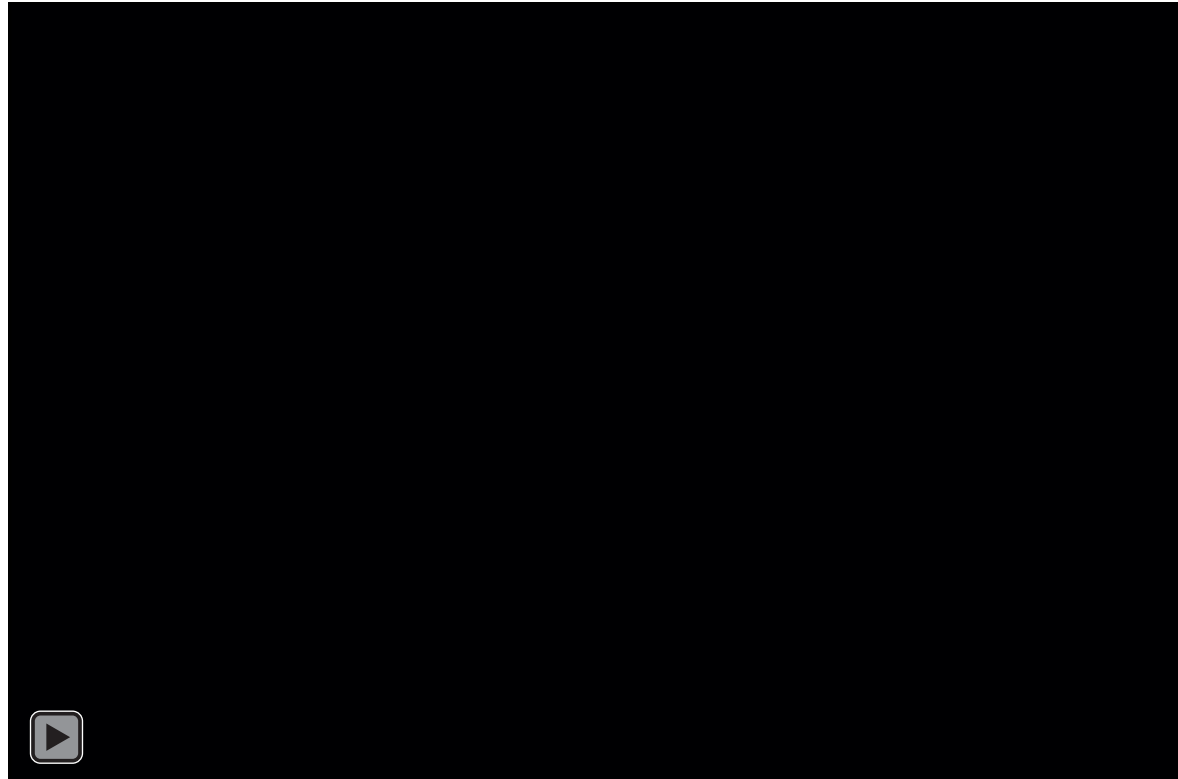
**SPSA 2021-2022**

**Arriva los Vikingos!**

# DREAM, BELIEVE, ACHIEVE



**COLLEGE  
GO! WEEK**





# KEEP STUDENTS ENGAGED IN THEIR LEARNING

- Student Recognitions – Virtually as Assembly & In-Person
- Holiday Parade
- Drive-Thru Popcorn pick up for movie time
- Read Across America!
- Virtual Academies with Counselor
- Modified College week
- Modified Camp STEM for students in grades 4-6
- CSU, Sacramento Counseling Intern

GO  
VIKINGS!!!





# MITIGATING STUDENT LEARNING LOSS



- Summer Migrant Program and Summer Academies
- Intervention Small Groups
  - ELA and Math Focus
- Writing Across the Curriculum
  - Step-Up to Writing Curriculum
- Beyond the Bell Program to help
- Continue with Schoolwide AVID Strategies
- Teacher Cluster Collaborations to identify students and intervention focus

# IMPROVE STUDENT ENROLLEMENT

- Transitional Kinder
- Dual Immersion Program – Spanish
  - Task Force Meetings with parents, community members, teachers, staff and district staff
  - Teacher Recruitment – Contact with the College Campuses
  - Professional Development – CABE in June
  - Dual Immersion Program Visits – In-person in Sacramento & Virtual in Antioch
  - Parent Advisory Committee

DUAL LANGUAGE



IMMERSION PROGRAM

# CONTINUE TO ADDRESS SOCIAL EMOTIONAL LEARNING

## Social-Emotional Learning

Self-Awareness

Self-Management

Social Awareness

Relationship Skills

Responsible Decision-Making

Future Self

- Continue with teaching the student as “a whole” address the social emotional as well as the academic by:
  - Creating a school and classroom environment where students feel “normalcy” after COVID
  - **Recognizing student success and engagement** – attendance incentives, honor roll, leadership academies, and student council
  - Continue Incorporating portions of PBIS – Some examples: student leaders, student monitors, support during and after crisis, promote student and staff mental health and wellness.
  - Positive Student Behavior Teacher Calls – One per week
  - Continue with making referrals to school counselor or ACCESS referrals

# Improve and Support Student Learning Gaps



- Use the MAP scores from Spring 2021 to help students make individual goals and compare with Fall 2021, and Spring 2022
- Students will have to keep track of their progress and gains by using “test chats” as a measurement tool
- Use the STAR Early Lit for grades K-3 and STAR Reading scores for students to be hands on their own learning.
- Use the additional ELA and Math time for intervention and remediation within the class.
- Teacher, Parent, and team collaboration to support student achievement.
- Additional ELA and Math time to the schedule.
- **CELEBRATIONS!**



# D.H. WHITE ELEMENTARY

---

SITE PLAN PRESENTED BY NICK CASEY, PRINCIPAL

- OUR STUDENTS RETURNED TO HYBRID IN-PERSON INSTRUCTION

- NEW PLAY STRUCTURE

- RESILIENCE

# HIGHLIGHTS OF THE 2020-2021 SCHOOL YEAR

- SCHOOL WIDE PBIS  
REWARDS PROGRAM
- PARENT ENGAGEMENT  
& EDUCATION
- LEARNING LOSS

# LOOKING AHEAD TO 2021-2022.

## LEARNING LOSS GOAL

- STANDARDS PLUS
- TEACHERS PAY TEACHERS SITE LICENSE
- PROFESSIONAL DEVELOPMENT
- DATA & INTERVENTION TEAM

D.H.WHITE WILL ADDRESS & IMPLEMENT A SCHOOL WIDE INTERVENTION PROGRAM TO ADDRESS THE LEARNING LOSS NEEDS ASSOCIATED WITH THE SCHOOL CLOSURES IN SPRING 2020, AS WELL AS THE DISTANCE LEARNING/HYBRID MODEL ENACTED FOR THE 2020-2021 SCHOOL YEAR. IN ADDITION, WE WILL PROVIDE ROBUST PROFESSIONAL DEVELOPMENT TO CERTIFICATED AND CLASSIFIED STAFF TO ADDRESS STUDENT NEEDS ASSOCIATED WITH THIS UNIQUE SITUATION.





# Riverview Middle School

## SPSA Summary

June 8, 2021





Even when we were apart, we were connected

## Virtual Spirit Week

### Winter Wear Wednesday

Today wear your warm clothes. Break out the scarves, sweaters, beanies, wool coats! Plain ol' jackets and hoodies will not count.

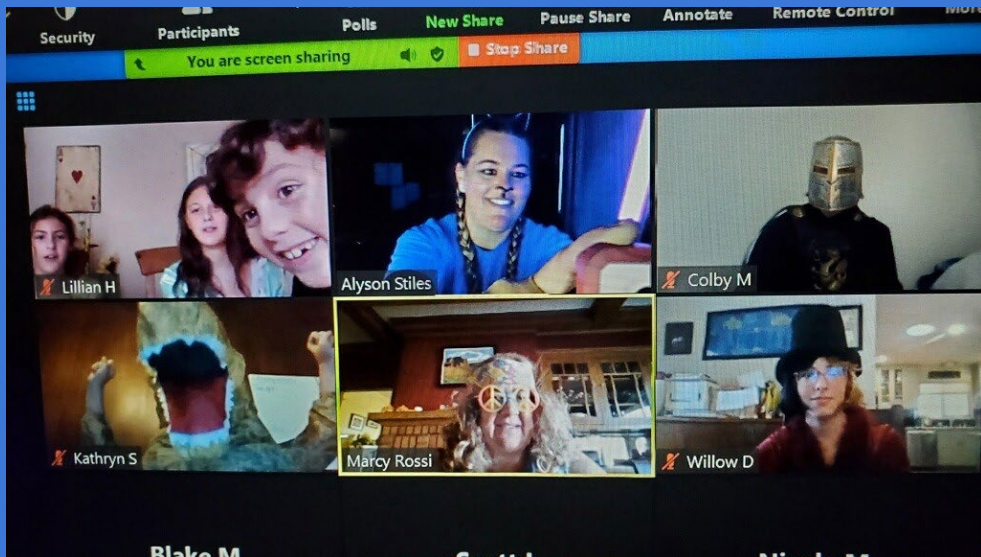
Here are some leadership examples!

Brrrrrr! It's cold!

### Monday: Pajama day

Don't feel like getting up and changing? Well today you don't have to! Wear your PJ's during class today!

Here are some awesome leadership examples!

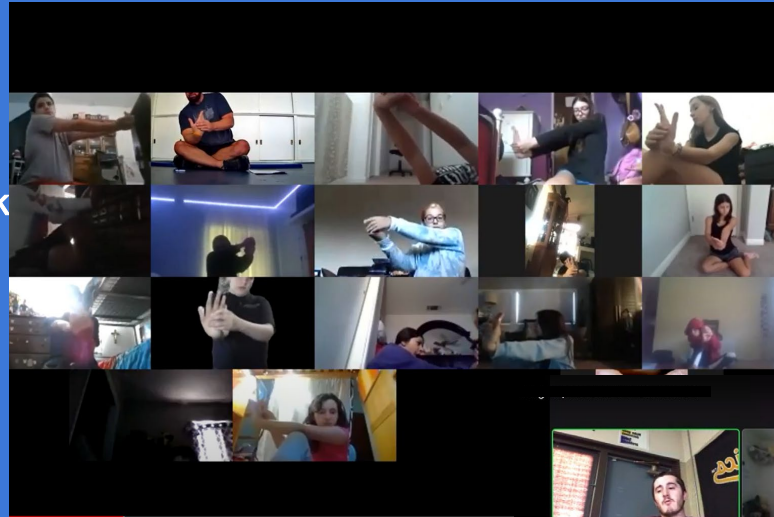


Halloween Party on a SATURDAY!!!

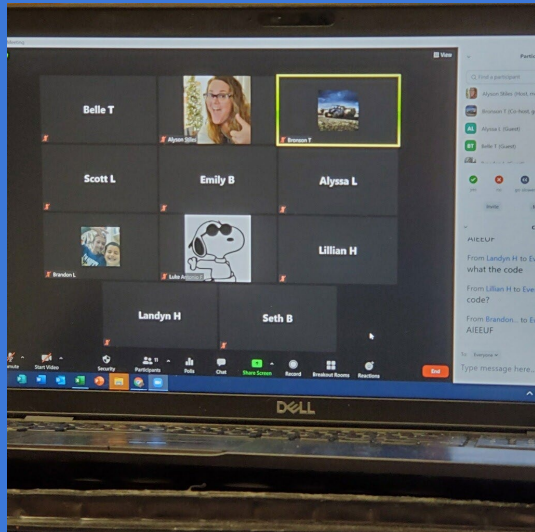


# Even when we were apart we were connected

Tuesday and Thursdays at lunch -  
Among US  
(cameras off for optimal sneak attack)



85%  
attendance in  
the weekly  
zooms I  
attended





We survived Distance Learning and the students were finally back on campus!!





We reconnected and had fun!

8th Grade  
Picnic



Panther of the Month Lunches!



Rallies!



Honor Roll  
Ice Cream  
Party

AVID  
Family  
Night



What we're working on next  
*year...*



## Continue working with Sacramento County Office of Education

- Differentiated Assistance/ATSI Team
- Gathering data on instructional practices to improve student achievement



## Math

- Use Math Talks twice a week to increase students' academic mathematical language skills

## ELA/Writing

- Train all core subject teachers in NoRedInk for grammar and writing instruction to create school-wide expectations for writing.

- Use MAP data to analyze student achievement and identify areas of weakness for whole class, small group and individual instruction

- Use district-adopted curriculum and support programs (such as iXL) to fill gaps in student learning

- Summer Academies and after-school tutoring





# Social-Emotional Learning

- Continue to build Riverview's Wellness Center and set up counseling office
- Continue using Connected Classroom curriculum with staff and students in our house meetings and rallies to build relationships
- Work with Rio Vista Care and our new Social, Emotional and Academic Development (SEAD) Coordinator to meet the needs of students



Thank you!



# Walnut Grove Elementary

RDUSD BOARD PRESENTATION : SPSA

TUESDAY, JUNE 8, 2021

# Successes in 2020-21

Implemented  
our marketing  
campaign

- Created a new booklet and brochure highlighting our school
- Went Door to Door to find new families...literally 😊

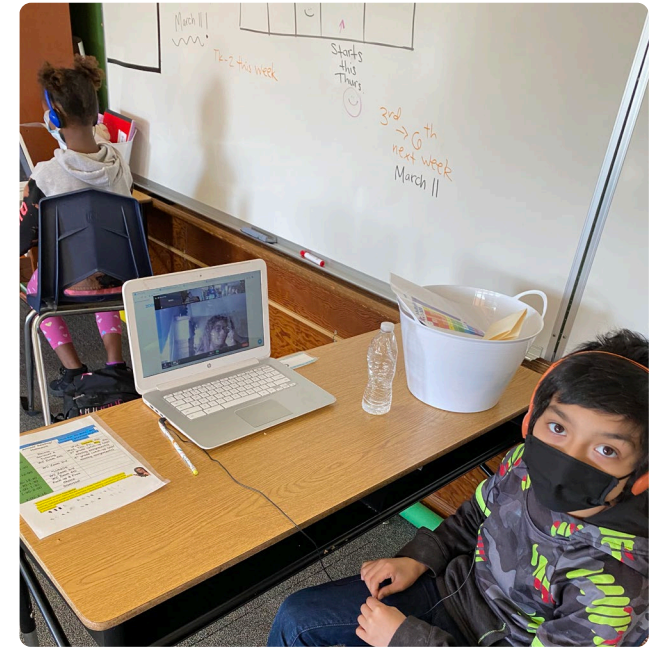
Conducted  
Community  
Survey/Fact  
Finding

- Used this data for planning purposes for the 2021-22 SPSA



# Successes in 2020-21

- ▶ Students came back in person in the Essential Worker program in August
- ▶ Groups of students came back in person in the Special Populations program in October
- ▶ Students returned to school with the hybrid model in March
- ▶ All Students were accounted for during the extended COVID school closure



2021-22

## New Plan for Mitigating Learning Loss

- ▶ After School Tutoring with Credentialed teachers
- ▶ Saturday Academies (Also can be attendance recovery)
- ▶ Continue Summer Programs (Swimming Lessons to start again next summer.)
- ▶ Returning to our School-Wide Reading Campaign



# 2021-22 Continuation of Previous Strategies to Mitigate Learning Loss

## ▶ School Wide AVID Program

- Focus on Career and College Readiness
- Organization
- Reading and Writing Across the Curriculum
- Focused Note Taking
- Collaboration
- Inquiry

## ▶ Quality First Instruction

- ▶ Differentiation
- ▶ Focus on Academic Conversations
- ▶ Multiple Interventions Including:
  - SIPPS
  - Read Naturally
  - Ready Common Core
  - Magnetic Reading
  - Do the Math



# Coming in 2021-22.....

- ▶ Re-establish our garden program
- ▶ Pilot a school-wide art docent program
- ▶ Host a spring art show
- ▶ Continue with our focus on hands on science activities and increasing science instruction across the grade levels
- ▶ Hold a school-wide science fair
- ▶ Pursue Paths to the Seal of Biliteracy
  - ▶ Seeking funding for/researching beginning a Spanish for native speaker's class
  - ▶ Seeking funding for/researching beginning an elementary Spanish world language class





## Continue our Walnut Grove Positive School Culture

- ▶ Promote Social-Emotional Wellness
- ▶ Ballet Folklorico
- ▶ Building Relationships
- ▶ Serve the Whole Family
- ▶ Active Parent and Community Involvement
- ▶ Students and Families Feel Welcome and Included
- ▶ Morning Greeters
- ▶ Peer Mediators
- ▶ PBIS
- ▶ Coffee and Conversation with the Principal



Questions?

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 9.6

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

**SUBJECT:**

Public Hearing – Proposed LCAP for FY 2021-2022

**BACKGROUND:**

California State law requires that school districts hold a Public Hearing prior to taking action to approve the district's Local Control Accountability Plan (LCAP). This Public Hearing must occur prior to the Public Hearing for the District budget for FY 2021-22.

**STATUS:**

Staff is presenting the first draft of the district's LCAP at this Public Hearing. This plan has been developed based on input from various stakeholders and staff members. We held meetings with collaborative work groups, parent groups, staff and administration where we discussed the goals, actions and services in the plan and made revisions to the plan after each of these meetings. Feedback from the Public Hearings will also be considered for revisions to the plan. At the June 22, 2021 Regular Board Meeting the Board will take action to approve the LCAP before taking action to approve the District Budget for the FY 2021-22.

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Nicole Latimer, Chief Educational Services Officer; Tom Anderson, Director of Special Education; Vina Guzman, Interim Chief Business Officer; staff and stakeholders

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board holds a Public Hearing during the regularly scheduled Board Meeting for public comments regarding the District's 2021-2024 LCAP.

Time allocated: 5 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

## NOTICE OF PUBLIC HEARING

River Delta Unified School District  
Board Meeting  
June 8, 2021, 6:30 p.m.  
Public Hearing will be held remotely

<https://rdusd-org.zoom.us/j/96489304498?pwd=SZX6TTk4OSsxL0JIR1UwRmpUbUJRUT09>

## PROPOSED LCAP 2021-2022

California State law requires the governing boards of each public school district hold a public hearing prior to taking action to approve the district's Local Control Accountability Plan (LCAP). This public hearing must occur prior to the Public Hearing for the District's budget for FY 2021-22.

The final LCAP is being presented to the Board at the June 22, 2021 for adoption.

Interested parties may: 1. Submit written comments to the Board (c/o District Office, 445 Montezuma Street, Rio Vista 94571); 2. Address the Board regarding the LCAP at the June 8 meeting; and/or 3. Contact Mrs. Wright, Superintendent (707-374-1700) with questions regarding the Proposed LCAP document. A copy of the Proposed LCAP is available at the District Office, 445 Montezuma Street, Rio Vista for public viewing between June 4 and June 8, 2021.

For questions, please call Ms. Gaston, Executive Assistant to Superintendent Wright at (707)-374-1711.

*Creating Excellence To Ensure That All Students Learn*

Bates School  
Clarksburg Middle

Isleton School  
Riverview Middle

Walnut Grove School  
D. H. White Elementary  
River Delta High/Elementary School

Delta High School  
Rio Vista High School  
River Delta Community Day School

Wind River School  
Mokelumne High School



# DISTRITO ESCOLAR 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 AUDIENCIA PÚBLICA

Distrito Escolar Unificado de River Delta

Reunión de la Junta

Junio 8, 2021, 6:30 p.m.

La audiencia pública se llevará a cabo de forma remota

<https://rdusd-org.zoom.us/j/96489304498?pwd=SXZ6TTk4OSsxL0JIR1UwRmpUbUJRUT09>

## PROPUESTO LCAP 2021-2022

La ley del estado de California requiere que las juntas directivas de cada distrito escolar público celebren una audiencia pública antes de tomar acción para aprobar el Plan de Responsabilidad de Control Local (LCAP) del distrito. Esta audiencia pública debe ocurrir antes de la audiencia pública para el presupuesto del distrito para el año fiscal 2021-22.

El LCAP final se presentará a la Junta el 22 de junio de 2021 para su adopción.

Las partes interesadas pueden: 1. Presentar comentarios por escrito a la Junta Directiva (c/o Oficina del Distrito, 445 Montezuma Street, Rio Vista 94571); 2. Dirigirse a la Junta Directiva sobre el LCAP en la reunión del 8 de junio; y/o 3. Comuníquese con la Sra. Wright, Superintendente (707-374-1700) si tiene preguntas sobre el documento LCAP propuesto. Una copia del LCAP propuesto está disponible en la Oficina del Distrito, 445 Montezuma Street, Rio Vista para que el público lo vea entre el 4 y el 8 de junio de 2019.

Si tiene preguntas, llame a la Sra. Gaston, Asistente Ejecutiva del Superintendente Wright al (707)-374-1711.

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Mokelumne High School

# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: River Delta Joint Unified

CDS Code: 34674130000000

School Year: 2021-22

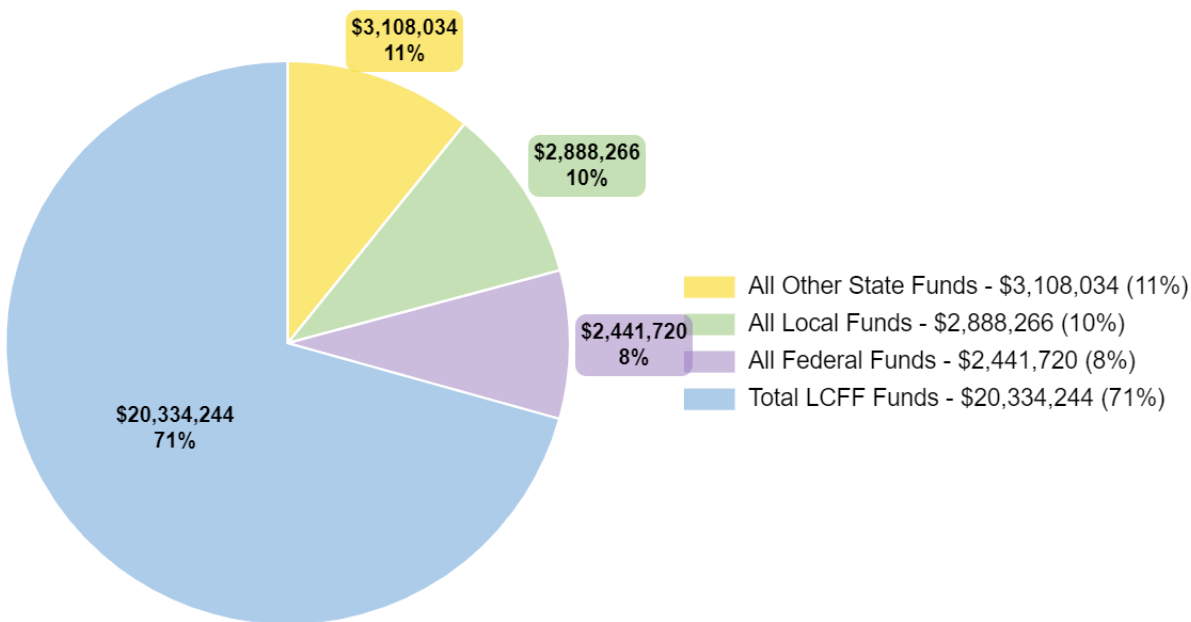
LEA Contact Information: Kathy Wright |

kwright@rdusd.org | 707-374-1711

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

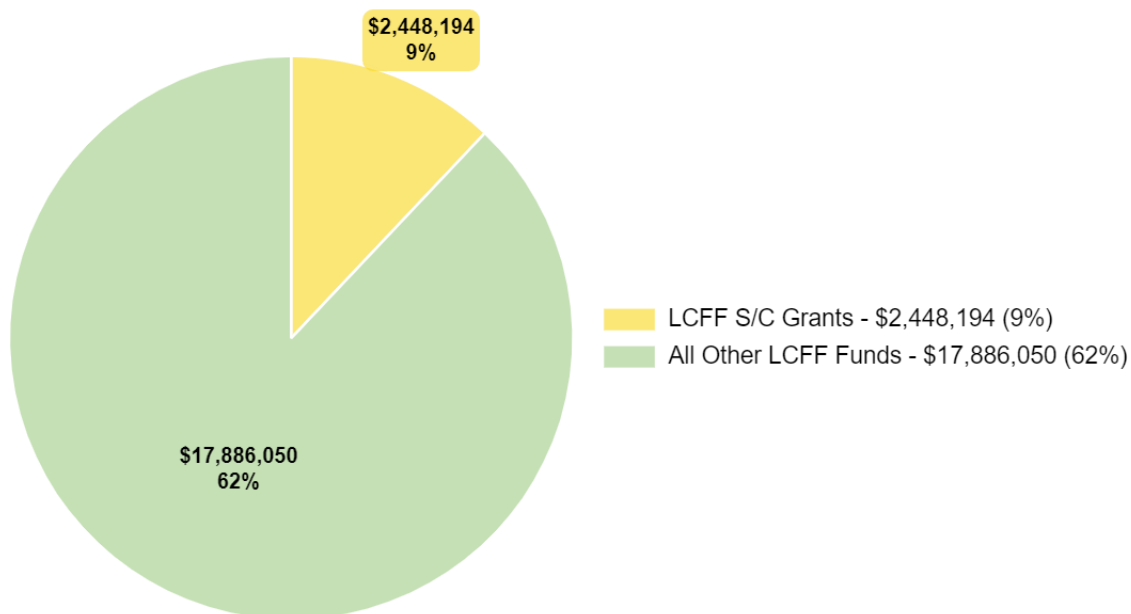
## Budget Overview for the 2021-22 LCAP Year

### Projected Revenue by Fund Source



Source	Funds	Percentage
All Other State Funds	\$3,108,034	11%
All Local Funds	\$2,888,266	10%
All Federal Funds	\$2,441,720	8%
Total LCFF Funds	\$20,334,244	71%

# Breakdown of Total LCFF Funds



Source	Funds	Percentage
LCFF S/C Grants	\$2,448,194	9%
All Other LCFF Funds	\$17,886,050	62%

*These charts show the total general purpose revenue River Delta Joint Unified expects to receive in the coming year from all sources.*

The total revenue projected for River Delta Joint Unified is \$28,772,264, of which \$20,334,244 is Local Control Funding Formula (LCFF), \$3,108,034 is other state funds, \$2,888,266 is local funds, and \$2,441,720 is federal funds. Of the \$20,334,244 in LCFF Funds, \$2,448,194 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.

## Budgeted Expenditures in the LCAP



*This chart provides a quick summary of how much River Delta Joint Unified plans to spend for 2021-22. It shows how much of the total is tied to planned actions and services in the LCAP.*

River Delta Joint Unified plans to spend \$27,550,530 for the 2021-22 school year. Of that amount, \$13,573,159 is tied to actions/services in the LCAP and \$13,977,371 is not included in the LCAP.

The budgeted expenditures that are not included in the LCAP will be used for the following:

While the LCAP is a comprehensive planning tool it does not capture all programs and functions that take place in a district to support the overall operations. Aside from the Transportation staff that are the included in the LCAP, the remaining classified staff are unrepresented in the plan. Ranging from district office staff in the Human Resource department, business office, superintendents support and the many Maintenance and Operation staff.

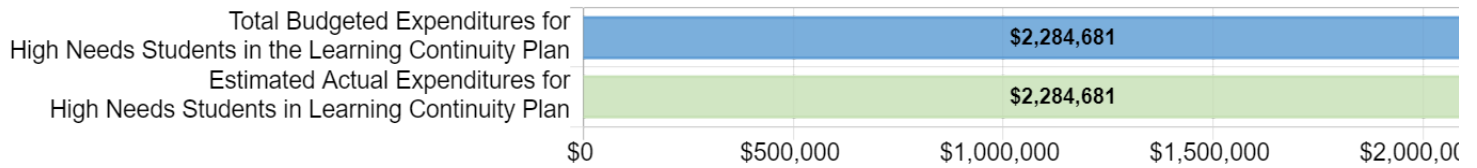
## Increase or Improved Services for High Needs Students in the LCAP for the 2021-22 School Year

In 2021-22, River Delta Joint Unified is projecting it will receive \$2,448,194 based on the enrollment of foster youth, English learner, and low-income students. River Delta Joint Unified must describe how it intends to increase or improve services for high needs students in the LCAP. River Delta Joint Unified plans to spend \$2,448,194 towards meeting this requirement, as described in the LCAP.

## Update on Increased or Improved Services for High Needs Students in 2020-21



## Prior Year Expenditures: Increased or Improved Services for High Needs Students



*This chart compares what River Delta Joint Unified budgeted last year in the Learning Continuity Plan for actions and services that contribute to increasing or improving services for high needs students with what River Delta Joint Unified estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.*

In 2020-21, River Delta Joint Unified's Learning Continuity Plan budgeted \$2,284,681 for planned actions to increase or improve services for high needs students. River Delta Joint Unified actually spent \$2,284,681 for actions to increase or improve services for high needs students in 2020-21.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Vina Guzman, Interim Chief Business Officer

Item Number: 9.7

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

**SUBJECT:**

Request to Hold a Public Hearing for the District's Proposed Budget for FY 2021-2022

**BACKGROUND:**

Local Educational Agencies are required to hold a Public Hearing and adopt a budget prior to July 1 of each year in order to authorize the expenditure of funds.

**STATUS:**

District management will present information concerning the Budget Proposal for FY 2021-22 at this meeting. A Public Hearing will be held for public comment. The budget indicates the District will maintain positive certification, meeting its projected financial obligations in the current year and two subsequent fiscal years. The 2021-22 Proposed Budget is attached. Following this Public Hearing, the 2021-22 Proposed Budget will be presented for review and action at the June 22, 2021 Board Meeting.

**PRESENTER:**

Vina Guzman, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Katherine Wright, Superintendent, and interested members of the public.

**COST AND FUNDING SOURCES:**

None

**RECOMMENDATION:**

That the Board holds a Public Hearing for public comment on the proposed District Budget for FY 2021-22.

Time allocated: 15 minutes



# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street  
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(707) 374-1700 Fax (707) 374-2995  
www.riverdelta.k12.ca.us

## NOTICE OF PUBLIC HEARING

River Delta Unified School District  
Board Meeting  
June 8, 2021, 6:30 p.m.

Public Hearing and Meeting will be held remotely

<https://rdusd-org.zoom.us/j/96489304498?pwd=SZZ6TTk4OSsxL0JIR1UwRmpUbUJRUT09>

## PROPOSED DISTRICT BUDGET FY 2021-2022

California State law requires the governing boards of each public school district to adopt a budget for the next fiscal year by June 30 of the prior fiscal year. Governing Boards are allowed to revise the budget during the course of the year to reflect changes in revenue and expenditures. Staff has prepared a budget document in accordance with known facts and reasonable assumptions concerning district operations for the 2021-2022 fiscal year.

The budget is being presented to the Board at the June 22, 2021 for adoption.

Interested parties may: 1. Submit written comments to the Board (c/o District Office, 445 Montezuma Street, Rio Vista 94571); 2. Address the Board regarding the budget at the June 8 meeting; and/or 3. Contact Vina Guzman, Interim CBO (707-374-1700) with questions regarding the Proposed Budget document. A copy of the Proposed Budget is available at the District Office, 445 Montezuma Street, Rio Vista for public viewing between June 4 and June 8, 2021.

For questions, please call Ms. Vina Guzman, Interim Chief Business Services Officer at (707)-374-1700.

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## AVISO DE AUDIENCIA PÚBLICA

Distrito Escolar Unificado de River Delta  
Reunión de la Junta  
Junio 8, 2021, 6:30 p.m.

La Audiencia Pública y la Reunión se Llevarán a Cabo de Forma Remota

<https://rdusd-org.zoom.us/j/96489304498?pwd=SZZ6TTk4OSsxL0JIR1UwRmpUbUJRUT09>

## PRESUPUESTO DE DISTRITO PROPUESTO AF 2021-2022

La ley del estado de California requiere que las juntas directivas de cada distrito escolar público adopten un presupuesto para el próximo año fiscal antes del 30 de junio del año fiscal anterior. Las Juntas Directivas pueden revisar el presupuesto durante el transcurso del año para reflejar los cambios en los ingresos y gastos. El personal ha preparado un documento presupuestario de acuerdo con hechos conocidos y suposiciones razonables sobre las operaciones del distrito para el año fiscal 2021-2022.

El presupuesto se presentará a la Junta el 22 de junio de 2021 para su adopción.

Las partes interesadas pueden: 1. Presentar comentarios por escrito a la Junta Directiva (c/o Oficina del Distrito, 445 Montezuma Street, Rio Vista 94571); 2. Dirigirse a la Junta Directiva sobre el presupuesto en la reunión del 8 de junio; y / o 3. Comuníquese con Vina Guzman, CBO Interina (707-374-1700) si tiene preguntas sobre el documento de presupuesto propuesto. Una copia del Presupuesto propuesto está disponible en la Oficina del Distrito, 445 Montezuma Street, Rio Vista para que el público lo vea entre el 4 y el 8 de junio de 2021.

Si tiene preguntas, llame a la Sra. Vina Guzman, Directora Oficial Interina de Servicios de Negocios al (707) -374-1700.

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# River Delta Unified School District

## 2021-22 Proposed Budget



445 Montezuma Street  
Rio Vista, CA 94571

Presented to the Board of Trustees  
June 8, 2021 (Public Hearing)  
June 22, 2021 (Adoption)

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# River Delta Unified School District

## 2021-22 Proposed Budget Report and Multiyear Fiscal Projection

Public Hearing – June 8, 2021

Adoption – June 22, 2021

Local Educational Agencies (LEAs) are required to adopt a budget prior to July 1 of each year in order to authorize the expenditure of funds. The proposed budget is only an initial blueprint for revenues and expenditures since the preparation of the adopted budget occurs before the State has enacted its budget, and before actual revenues and expenditures are known for the current year. In the event that material revisions are necessary, a revised budget will be presented to the Board no less than 45 days after the enacted State budget.

Illustrated below is a summary of the proposed State budget and budget guidelines as provided by California Association of School Business Officials, County Office of Education and School Services of California. The proposed budget report also contains financial summaries, multi-year projections and detailed financial state reports relating to the projected financial activity for 2021-22 through 2023-24 specific to the River Delta Unified School District.

### **Governor’s Revised State Budget Proposal “May Revision”**

Governor Newsom released his proposed Revised State budget on May 14th for the upcoming 2021-22 fiscal year. The state’s General Fund budget has recovered significantly reflecting a \$75.7 billion surplus. As a result, the May Revision estimates that the Gann Limit could be exceeded for the 2020–21 and 2021–22 fiscal years by \$16.2 billion. Since the Gann Limit limits the allowable growth in state and local government spending (including school districts), any amounts over the threshold limit must be evenly distributed between education and refunds. The May Revision allocates the whole \$16.2 billion estimate by providing tax refunds through the Golden State Stimulus program, and allocating the balance of \$8.1 billion to K–14 schools in 2022–23 as a supplement to Proposition 98 funds.

Proposition 98 funding is estimated to be \$93.7 billion, which is an increase of \$17.7 billion over January estimates. Additionally, Proposition 98 funding level for 2020-21 is estimated to increase from \$82.8 billion to \$92.8 billion.

**LCFF Cost-of-Living-Adjustment (COLA):** The Governor proposes an increase to the Local Control Funding Formula (LCFF) by 5.07% in the following manner:

- Increase the LCFF by the 2020-21 COLA of 2.31%
- Increase the LCFF by 2.76% (statutory 2021-22 COLA of 1.70% plus an additional 1% to address ongoing fiscal pressures, and compounding the sum by the 2020-21 2.31% COLA)
  - $(1.70\% + 1.00\%) \times 1.0231 = 2.76\%$

**Other Program Cost-of-Living-Adjustment (COLA):** The COLA relating to special education is proposed to increase by the 2020-21 COLA of 2.31% and 2021-22 COLA of 1.70%, resulting in a COLA of 4.05% after compounding. Other programs (i.e. mandated block grant, nutrition, state preschool) are projected to only receive the 2021-22 statutory COLA of 1.70%.

**Deferrals:** Due to the improved economy above January projections, the Governor proposes to further reduce the deferrals by an additional \$1.1 billion over January’s proposal of \$9.2 billion resulting in a 2021-22 fiscal year ending balance of \$2.61 billion deferred.

**Additional May Revision Proposals:** Additional components of the Governor’s May Revision for 2021-22 provide for the following items. Please note that the items below are not in the District’s 2021-22 budget, due to their uncertainty, timing, and/or the need to increase additional expenditures. Once amounts are known and measurable, they will be added to the budget.

<b>Budget Component</b>	<b>Description</b>
<b>After School &amp; Summer Programs</b>	<ul style="list-style-type: none"> <li>• \$1B for 2021-22 growing to \$5B for 2025-26 for providing afterschool and summer programs to LEAs with the greatest amount of low income, English learners and foster care students at no cost.</li> </ul>
<b>Behavioral Health Initiative</b>	<ul style="list-style-type: none"> <li>• \$4B over five years to identify and treat behavioral health needs early</li> </ul>
<b>Broadband</b>	<ul style="list-style-type: none"> <li>• \$35M of one-time funds in tandem with E-Rate funds to expand internet access to isolated and underserved communities</li> </ul>
<b>Child Care, Preschool, &amp; Transitional Kindergarten (TK)</b>	<ul style="list-style-type: none"> <li>• 106,500 new subsidized child care slots</li> <li>• By 2024-25, provide universal access to TK for all children 4 yrs. old at a total cost of \$2.7B</li> <li>• \$740M for TK classroom ratio reduction</li> <li>• Repurpose the one-time \$250M TK incentive grant to a TK expansion &amp; facilities proposal beginning 2022-23</li> </ul>
<b>Community Schools</b>	<ul style="list-style-type: none"> <li>• \$3B in one-time funding to convert schools in order for schools to service the community (i.e. health/social services)</li> </ul>
<b>Educator Workforce</b>	<ul style="list-style-type: none"> <li>• \$3.3B for various programs relating to teacher recruitment, retention, and professional development</li> </ul>
<b>Proposition 98 Concentration Grant Funding Augmentation</b>	<ul style="list-style-type: none"> <li>• \$1.1 billion augmentation to the LCFF in order to increase the number of personnel providing direct services to students</li> <li>• Funding factor would go from 50% to 65%, and the additional funds will need to be included in the LEA’s LCAP</li> </ul>
<b>Student Learning</b>	<ul style="list-style-type: none"> <li>• Additional \$2B of one-time funds for health and safety operations related to reopening schools</li> <li>• Additional \$2.6B of federal flexible funding to provide interventions relating to accelerated learning</li> </ul>
<b>Student Nutrition</b>	<ul style="list-style-type: none"> <li>• \$150M increase in the state reimbursement rate for schools participating in a federal universal meal provision</li> <li>• \$100M of one-time funding for training and infrastructure upgrades</li> </ul>

### **Federal Funds**

Due to the passage of the \$1.9 trillion America Recue Plan approved in March 2021, K-12 LEAs are expected to receive approximately \$15.3 billion of Elementary and Secondary School Emergency Relief (ESSER III) funds. Initial estimates for the River Delta Unified School District is approximately \$3,129,594.

The Governor’s May Revision also contains an increase of approximately \$278 million of one-time funding relating to the Individuals with Disabilities Act (IDEA). In addition, \$15 million of one-time funds are proposed to assist LEAs to develop and administer a comprehensive individualized education program; \$2.3 million to address complaints and better monitoring procedures; and \$1.2 million to improve coordination between various agencies to support the transition from infant to preschool programs.



### **Routine Restricted Maintenance Account:**

Per Education Code Section 17070.75, school districts are required to deposit into the account a minimum amount equal to or greater than three percent (3%) of the total General Fund expenditures and other financing uses for that fiscal year. Illustrated below are the primary compliance components:

- The 3% contribution is calculated on total General Fund expenditures, including other financing uses (i.e. transfers out, debt issuances relating to the General Fund)
- The final 3% contribution is based on year-end actual data; therefore, while it is developed based on budget, it must be trued up using actual expenditures
- The actual contribution will be audited as part of the School Facility Program Bond Audit
- Currently, LEAs are allowed to exclude the following programs from its calculation of required contributions to routine restricted maintenance:
  - State pension on-behalf payments
  - ESSER I, GEER I, Coronavirus Relief, & State LLM
  - State supplemental meal reimbursements
- The most recent funds relating to coronavirus impacts (i.e. ESSER II, In-Person, & Extended Learning) currently remain included in the calculation. Please note that the status of whether these funding sources remain included may change based on the enacted state budget; additionally, whether ESSER III is included has not yet been determined.

### **Reserves**

**District Reserve Requirements:** The 2014 State Budget Act and the passage of Proposition 2 in November 2014 established a hard cap on district reserves, if all the following conditions are met:

1. Proposition 98 must be funded based on Test 1
2. Full repayment of the maintenance factor prior to 2014-15
3. Proposition 98 provides sufficient funds to support pupil attendance growth and the statutory COLA
4. Capital gains exceed 8% of General Fund revenues

Prior law specified that in any fiscal year immediately following a year in which a transfer of any amount is made to the Public School System Stabilization Account, a district's assigned or unassigned fund balance (including Fund 01 and Fund 17) may not exceed two times the reserve for economic uncertainty (three times the reserve for economic uncertainty for districts with more than 400,000 ADA).

However, Senate Bill (SB) 751 which became effective January 1, 2018 made changes to the school district reserve cap law in the following manner:

- It requires that the reserve cap is triggered in a fiscal year immediately after a fiscal year in which the amount of moneys in the Public School System Stabilization Account is equal to or exceeds three percent of the combined total of General Fund revenues appropriated for school districts and allocated local proceeds of taxes (Proposition 98 funding), as specified, for that fiscal year
- Adjusts the reserve cap from a combined assigned and unassigned ending fund balance based on the size of the district to a combined assigned or unassigned ending balance, in the General Fund (01) and the Special Reserve Fund for Other Than Capital Outlay (17), of 10% of those Funds for all districts
- Reserves would be capped at 10% as long as the amount in the Public School System Stabilization Account remained at 3% or greater of the Proposition 98 amount in each preceding year

- The State must notify local educational agencies when the conditions are and are no longer applicable
- Basic aid school districts and districts with fewer than 2,501 average daily attendance are exempt from the reserve cap requirement

Based on the May Revision, the Public School System Stabilization Account (PSSSA) is projected to have a reserve of \$4.6 billion. Since the reserve exceeds 3% of the Proposition 98 amount, LEAs will have the statutory reserve cap described above beginning 2022-23.

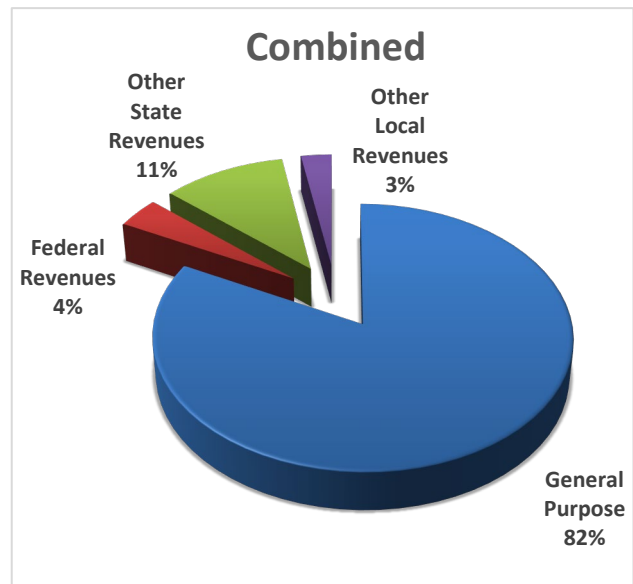
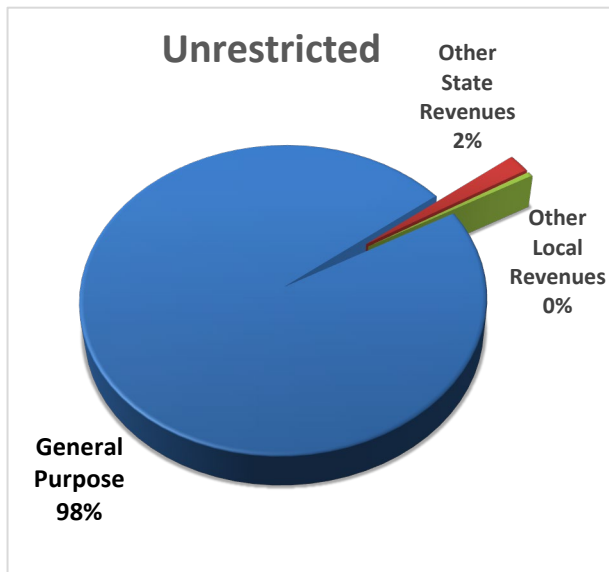
**2021-22 River Delta Unified School District Primary Budget Components**

- ❖ Average Daily Attendance (ADA) is estimated at 1769.42 (excludes COE ADA of 7.51).
  - Due to declining enrollment the funded ADA will be based on the prior year ADA of 1856.11.
- ❖ The District’s estimated unduplicated pupil percentage for supplemental and concentration funding is estimated to be 59.86%. The percentage will be revised based on actual data.
- ❖ Lottery revenue is estimated by SSC to be \$150 per ADA for unrestricted purposes and \$49 per ADA for restricted purposes.
- ❖ Mandated Cost Block Grant is \$32.79 for K-8 ADA and \$63.17 for 9-12 ADA.
- ❖ Except as illustrated under Contributions to Restricted Programs, all federal and state restricted categorical programs are self-funded.

**General Fund Revenue Components**

The District receives funding for its general operations from various sources. A summary of the major funding sources is illustrated below:

Description	Unrestricted	Combined
General Purpose Revenue (LCFF)	\$20,334,244	\$20,334,244
Federal Revenues	\$0	\$2,441,720
Other State Revenues	\$374,795	\$3,108,034
Other Local Revenues	\$563,166	\$2,888,266
<b>TOTAL</b>	<b>\$21,272,205</b>	<b>\$28,772,264</b>



**Education Protection Account**

As approved by the voters on November 6, 2012, The Schools and Local Public Safety Protection Act of 2012 (Proposition 30) temporarily increased the State’s sales tax rate and the personal income tax rates for taxpayers in high tax brackets.

Proposition 30 provides that a portion of K-14 general purpose funds must be utilized for instructional purposes. Revenues generated from Proposition 30 are deposited into an account called the Education Protection Account (EPA). The District receives funds from the EPA based on its proportionate share of statewide general purpose funds. A corresponding reduction is made to its state aid funds.

Subsequently, on November 8, 2016, the voters approved the California Children’s Education and Health Care Protection Act (Proposition 55) that maintains increased personal income tax rates for taxpayers in high tax brackets through 2030. Proposition 55 did not extend the sales tax increase; therefore, the temporary sales tax increase expired at the end of calendar year 2016.

K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

- The spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs (as determined through the account code structure)
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended

Further, the annual financial audit includes verification that the EPA funds were used as specified by Proposition 30. If EPA funds are not expended in accordance with the requirements of Proposition 30, civil or criminal penalties could be incurred.

Illustrated below is how the District's EPA funds are appropriated for 2021-22. The amounts will be revised throughout the year based on information received from the State.

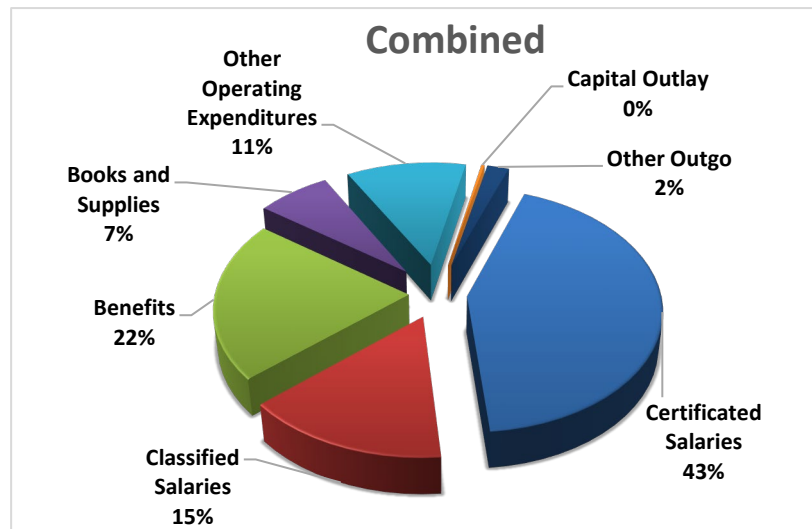
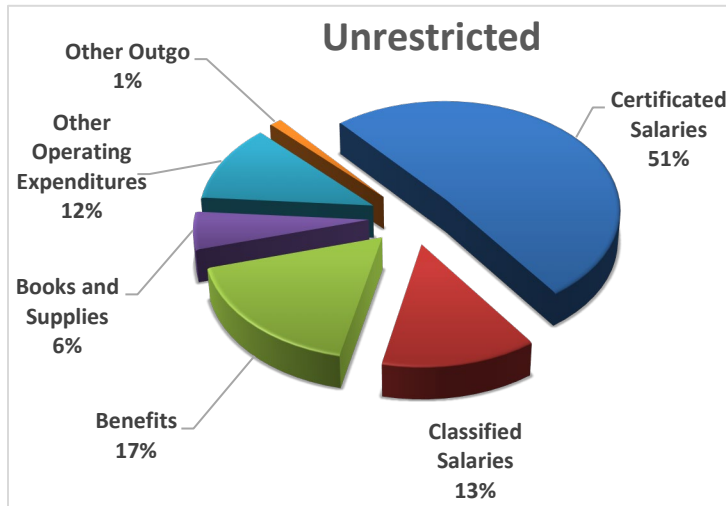
<b>Education Protection Account (EPA) Budget</b> <i>2021-22 Fiscal Year</i>	
Description	Amount
<b>BEGINNING BALANCE</b>	\$0
<b>BUDGETED EPA REVENUES:</b>	
<i>Estimated EPA Funds</i>	\$372,724
<b>BUDGETED EPA EXPENDITURES:</b>	
<i>Certificated Instructional Salaries</i>	\$284,850
<i>Certificated Instructional Benefits</i>	\$87,874
<b>TOTAL</b>	<b>\$372,724</b>
<b>ENDING BALANCE</b>	<b>\$0</b>

### Operating Expenditure Components

The General Fund is used for the majority of the functions within the District. As illustrated below, salaries and benefits comprise approximately 82% of the District's unrestricted budget, and approximately 71% of the total General Fund budget.

Description	Unrestricted	9742601
Certificated Salaries	\$7,267,931	\$9,742,601
Classified Salaries	\$2,390,303	\$3,884,358
Benefits (Payroll Taxes and Health & Welfare Contributions)	\$3,528,002	\$6,007,755
Books and Supplies	\$600,506	\$2,028,555
Other Operating Expenditures	\$2,268,414	\$4,451,319
Capital Outlay	\$51,742	\$1,378,882
Other Outgo	\$11,247	\$57,060
<b>TOTAL</b>	<b>\$16,118,145</b>	<b>\$27,550,530</b>

Following is a graphical representation of expenditures by percentage:



**General Fund Contributions to Restricted Programs**

The following contributions of unrestricted resources to restricted programs are necessary to cover restricted program expenditures in excess of revenue:

Description	Amount
Special Education - Instruction	\$2,771,872
Restricted Maintenance Account	\$751,930
Other Restricted Programs	\$160,236
<b>TOTAL CONTRIBUTIONS</b>	<b>\$3,684,038</b>

**General Fund Summary**

The District's 2021-22 General Fund projects a total operating surplus of \$1.2 million resulting in an estimated ending fund balance of \$7.4 million. The components of the District's fund balance are as follows: revolving cash & other nonspendables - \$15,000; restricted programs - \$1,101,631; economic uncertainty - \$835,000; assigned - \$1,339,538, and unassigned - \$4,111,357. In accordance with SB 858 a detail description of assigned & unassigned balances is illustrated below.

**Cash Flow**

The District is anticipating having positive monthly cash balances during the 2021-22 school year. Cash is always closely monitored in order to ensure the District is liquid to satisfy its obligations.

**Fund Summaries**

Illustrated below is a summary of each Fund's fund balance and corresponding change.

<b>FUND</b>	<b>2020-21</b>	<b>Est. Net Change</b>	<b>2021-22</b>
GENERAL (UNRESTRICTED & RESTRICTED)	\$6,481,968	\$921,158	\$7,403,126
ADULT EDUCATION	\$17,623	\$0	\$17,623
CHILD DEVELOPMENT FUND	\$930	\$0	\$930
CAFETERIA FUND	\$28,945	\$0	\$28,945
SPECIAL RESERVE FUND	\$40,292	\$700	\$40,992
BUILDING FUND	\$20,095,855	\$34,665	\$20,130,520
CAPITAL FACILITIES	\$910,998	(\$20,884)	\$890,114
COUNTY SCHOOL FACILITIES	\$3,396	\$30	\$3,426
CAPITAL PROJECT	\$229,650	\$350	\$230,000
<b>TOTAL</b>	<b>\$27,809,657</b>	<b>\$936,019</b>	<b>\$28,745,676</b>

## **Multivear Projection**

### ***General Planning Factors:***

Illustrated below are the latest factors that districts are expected to utilize as planning factors:

<b><i>Planning Factor</i></b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
<b>Dept of Finance Statutory COLA</b>	2.31%	1.70%	2.48%	3.11%
<b>Local Control Funding Formula COLA</b>	0.00%	5.07%	2.48%	3.11%
<b>STRS Employer Rates</b>	16.15%	16.92%	19.10%	19.10%
<b>PERS Employer Rates</b>	20.70%	22.91%	26.10%	27.10%
<b>SUI Employer Rates</b>	0.05%	1.23%	0.20%	0.20%
<b>Lottery – Unrestricted per ADA</b>	\$150	\$150	\$150	\$150
<b>Lottery – Prop. 20 per ADA</b>	\$49	\$49	\$49	\$49
<b>Mandate Block Grant for Districts: K-8 per ADA</b>	\$32.18	\$32.79	\$33.60	\$34.64
<b>Mandate Block Grant for Districts: 9-12 per ADA</b>	\$61.94	\$63.17	\$64.74	\$66.75
<b>Mandate Block Grant for Charters: K-8 per ADA</b>	\$16.86	\$17.21	\$17.64	\$18.19
<b>Mandate Block Grant for Charters: 9-12 per ADA</b>	\$46.87	\$47.84	\$49.03	\$50.55
<b>State Preschool Full-Day Reimbursement Rate</b>	\$49.85	\$50.70	\$51.96	\$53.57
<b>State Preschool Part-Day Reimbursement Rate</b>	\$30.87	\$31.39	\$32.17	\$33.17
<b>General Child Care Daily Reimbursement Rate</b>	\$49.54	\$50.38	\$51.63	\$53.23
<b>Routine Restricted Maintenance Account (refer to the provisions discussed above)</b>	3% of total GF expend & outgo	3% of total GF expend & outgo	3% of total GF expend & outgo	3% of total GF expend & outgo

Various aspects of the planning factors illustrated above will be further discussed below with the District's specific revenue and expenditure assumptions.

### ***Revenue Assumptions:***

Per enrollment trends, the District anticipates a decline in its enrollment. The Local Control Funding Formula is based on the Department of Finance's estimates of COLA. Unrestricted local revenue is estimated to remain relatively constant for the subsequent years. Restricted federal and state revenue decreases are associated with one time funds relating to COVID. State revenue is expected to decrease due to the reduction of various program revenues.

### ***Expenditure Assumptions:***

Certificated step and column costs are expected to increase by 1% each year. Classified step costs are expected to increase by 1% each year. Restricted certificated and classified expenditures are estimated to decrease for 2022-23 primarily due to the removal of COVID expenditures.

As a result, adjustments to benefits reflect the effects of salary changes noted above, program adjustments, and expected increases to employer pension costs.

Unrestricted supplies and operating expenditures are estimated to remain constant. Restricted supplies and operating expenditures are estimated to decrease for primarily due to removal of one

time COVID expenditures. Capital outlay is estimated to decrease due to removal of one time expenditure in 2021-22. Other outgo is estimated to remain relatively constant. Indirect costs from restricted programs are expected to decrease for 2022-23 due to program adjustments noted above, and remain constant thereafter. Contributions to restricted programs are expected to increase due to program adjustments noted above, and increase thereafter due to step and additional pension costs for restricted programs that receive support from the unrestricted general fund.

***Estimated Ending Fund Balances:***

During 2022-23, the District estimates that the General Fund is projected to have a surplus of \$64,107 resulting in an unrestricted ending General Fund balance of approximately \$6.4million.

During 2023-24, the District estimates that the General Fund is projected to deficit spend by \$265,581 resulting in an unrestricted ending General Fund balance of \$6.1 million.

In accordance with the disclosure requirements of Senate Bill 858, amounts over the State mandated reserve of three percent of total General Fund outgo are reserved for the following activities:

<b>Description</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
Additional Board Required 2% Reserve	\$557,100	\$487,200	\$505,600
Unrestricted Program Balances	\$516,857	\$516,857	\$516,857
2023-21 Deficit Spending	\$265,581	\$265,581	
<b>Amount Disclosed per SB 858 Requirements</b>	<b>\$1,339,538</b>	<b>\$1,269,638</b>	<b>\$1,022,457</b>
Add: Nonspendable Reserves	\$15,000	\$15,000	\$15,000
Add: State Reserve for Economic Uncertainty (REU) - 3%	\$835,600	\$730,800	\$758,400
Add: Restricted Fund Balance	\$1,101,631	\$1,101,631	\$1,101,631
Add: Unallocated	\$4,111,357	\$4,350,164	\$4,304,164
<i>Estimated Ending Fund Balance</i>	<i>\$7,403,126</i>	<i>\$7,467,233</i>	<i>\$7,201,652</i>

***Conclusion:***

The projected 2021-22 budget and multi-year projections support that the District is projecting to be able to meet its financial obligations for the current and subsequent two years.

Administration is confident that the District will be able to maintain prudent operating reserves, and have the necessary cash in order to ensure that the District remains fiscally solvent. Therefore, the District certifies that its financial condition is “positive.”



**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
**2021-22 Proposed Budget**  
**Projected Financial Activity: General Fund (Unrestricted & Restricted)**

Description	Unrestricted	Restricted	Total
<b>REVENUES</b>			
General Purpose Revenues:			
State Aid & EPA	9,485,680	-	9,485,680
Property Taxes & Misc. Local	10,848,564	-	10,848,564
Total General Purpose	<u>20,334,244</u>	<u>-</u>	<u>20,334,244</u>
Federal Revenues	-	2,441,720	2,441,720
Other State Revenues	374,795	2,733,239	3,108,034
Other Local Revenues	563,166	2,325,100	2,888,266
<b>TOTAL - REVENUES</b>	<u>21,272,205</u>	<u>7,500,059</u>	<u>28,772,264</u>
<b>EXPENDITURES</b>			
Certificated Salaries	7,267,931	2,474,670	9,742,601
Classified Salaries	2,390,303	1,494,055	3,884,358
Employee Benefits (All)	3,528,002	2,479,753	6,007,755
Books & Supplies	600,506	1,428,049	2,028,555
Other Operating Expenses (Services)	2,268,414	2,182,905	4,451,319
Capital Outlay	51,742	1,327,140	1,378,882
Other Outgo	70,000	-	70,000
Direct Support/Indirect Costs	(58,753)	45,813	(12,940)
<b>TOTAL - EXPENDITURES</b>	<u>16,118,145</u>	<u>11,432,385</u>	<u>27,550,530</u>
<b>EXCESS (DEFICIENCY)</b>	<u>5,154,060</u>	<u>(3,932,326)</u>	<u>1,221,734</u>
<b>OTHER SOURCES/USES</b>			
Transfers In	-	-	-
Transfers (Out)	(300,576)	-	(300,576)
Net Other Sources (Uses)	-	-	-
Contributions (to Restricted Programs)	(3,684,038)	3,684,038	-
<b>TOTAL - OTHER SOURCES/USES</b>	<u>(3,984,614)</u>	<u>3,684,038</u>	<u>(300,576)</u>
<b>FUND BALANCE INCREASE (DECREASE)</b>	<u>1,169,446</u>	<u>(248,288)</u>	<u>921,158</u>
<b>FUND BALANCE</b>			
Beginning Fund Balance	5,132,049	1,349,919	6,481,968
<b>Ending Balance, June 30</b>	<b>6,301,495</b>	<b>1,101,631</b>	<b>7,403,126</b>

# RIVER DELTA UNIFIED SCHOOL DISTRICT

## 2021-22 Proposed Budget

### Multi-Year Financial Projection

Description	2021-22 Projected Budget			2022-23 Projected Budget			2023-24 Projected Budget		
	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined
<b>REVENUES</b>									
General Purpose Revenue	20,334,244	-	20,334,244	19,831,177	-	19,831,177	20,421,005	-	20,421,005
Federal Revenue	-	2,441,720	2,441,720	-	877,640	877,640	-	877,640	877,640
State Revenue	374,795	2,733,239	3,108,034	374,795	1,702,168	2,076,963	374,795	1,702,168	2,076,963
Local Revenue	563,166	2,325,100	2,888,266	563,166	1,075,100	1,638,266	563,166	1,075,100	1,638,266
<b>TOTAL REVENUES</b>	<b>21,272,205</b>	<b>7,500,059</b>	<b>28,772,264</b>	<b>20,769,138</b>	<b>3,654,908</b>	<b>24,424,046</b>	<b>21,358,966</b>	<b>3,654,908</b>	<b>25,013,874</b>
<b>EXPENDITURES</b>									
Certificated Salaries	7,267,931	2,474,670	9,742,601	7,494,456	1,856,334	9,350,790	8,039,427	1,874,897	9,914,324
Classified Salaries	2,390,303	1,494,055	3,884,358	2,414,206	1,364,104	3,778,310	2,496,786	1,377,745	3,874,531
Benefits	3,528,002	2,479,753	6,007,755	3,841,012	2,283,202	6,124,214	3,976,189	2,305,874	6,282,063
Books and Supplies	600,506	1,428,049	2,028,555	600,506	468,940	1,069,446	668,918	468,940	1,137,858
Other Services & Oper. Exp	2,268,414	2,182,905	4,451,319	2,268,414	1,344,738	3,613,152	2,301,914	1,344,738	3,646,652
Capital Outlay	51,742	1,327,140	1,378,882	51,742	77,140	128,882	51,742	77,140	128,882
Other Outgo	70,000	-	70,000	70,000	-	70,000	70,000	-	70,000
Transfer of Indirect Costs	(58,753)	45,813	(12,940)	(121,244)	45,813	(75,431)	(121,244)	45,813	(75,431)
<b>TOTAL EXPENDITURES</b>	<b>16,118,145</b>	<b>11,432,385</b>	<b>27,550,530</b>	<b>16,619,092</b>	<b>7,440,271</b>	<b>24,059,363</b>	<b>17,483,732</b>	<b>7,495,147</b>	<b>24,978,879</b>
<b>EXCESS / (DEFICIENCY)</b>	<b>5,154,060</b>	<b>(3,932,326)</b>	<b>1,221,734</b>	<b>4,150,046</b>	<b>(3,785,363)</b>	<b>364,683</b>	<b>3,875,234</b>	<b>(3,840,239)</b>	<b>34,995</b>
<b>OTHER SOURCES/USES</b>									
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	(300,576)	-	(300,576)	(300,576)	-	(300,576)	(300,576)	-	(300,576)
Net Other Sources (Uses)	-	-	-	-	-	-	-	-	-
Contributions to Restricted	(3,684,038)	3,684,038	-	(3,785,363)	3,785,363	-	(3,840,239)	3,840,239	-
<b>TOTAL OTHER SOURCES / USES</b>	<b>(3,984,614)</b>	<b>3,684,038</b>	<b>(300,576)</b>	<b>(4,085,939)</b>	<b>3,785,363</b>	<b>(300,576)</b>	<b>(4,140,815)</b>	<b>3,840,239</b>	<b>(300,576)</b>
<b>Net Increase (Decrease)</b>	<b>1,169,446</b>	<b>(248,288)</b>	<b>921,158</b>	<b>64,107</b>	<b>-</b>	<b>64,107</b>	<b>(265,581)</b>	<b>-</b>	<b>(265,581)</b>
<b>FUND BALANCE, RESERVES</b>									
Estimated Beginning Balance	5,132,049	1,349,919	6,481,968	6,301,495	1,101,631	7,403,126	6,365,602	1,101,631	7,467,233
<b>Estimated Ending Balance</b>	<b>6,301,495</b>	<b>1,101,631</b>	<b>7,403,126</b>	<b>6,365,602</b>	<b>1,101,631</b>	<b>7,467,233</b>	<b>6,100,021</b>	<b>1,101,631</b>	<b>7,201,652</b>
Nonspendable	15,000	-	15,000	15,000	-	15,000	15,000	-	15,000
Restricted	-	1,101,631	1,101,631	-	1,101,631	1,101,631	-	1,101,631	1,101,631
Assigned	1,339,538	-	1,339,538	1,269,638	-	1,269,638	1,022,457	-	1,022,457
Unassigned - REU @ 3%	835,600	-	835,600	730,800	-	730,800	758,400	-	758,400
Unassigned - Other	4,111,357	-	4,111,357	4,350,164	-	4,350,164	4,304,164	-	4,304,164
<b>Total - Est. Fund Balance</b>	<b>6,301,495</b>	<b>1,101,631</b>	<b>7,403,126</b>	<b>6,365,602</b>	<b>1,101,631</b>	<b>7,467,233</b>	<b>6,100,021</b>	<b>1,101,631</b>	<b>7,201,652</b>

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2020-21 Estimated Actuals	2021-22 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund		
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund	G	G
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects	G	G
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units	G	G
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund		
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets		
CASH	Cashflow Worksheet		
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		GS
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities		
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS	
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	
MYP	Multiyear Projections - General Fund		GS

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2020-21 Estimated Actuals	2021-22 Budget
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		S
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
01CS	Criteria and Standards Review	GS	GS

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	19,475,986.00	0.00	19,475,986.00	20,334,244.00	0.00	20,334,244.00	4.4%
2) Federal Revenue		8100-8299	42,187.00	2,387,416.22	2,429,603.22	0.00	2,441,720.00	2,441,720.00	0.5%
3) Other State Revenue		8300-8599	359,084.00	3,583,973.33	3,943,057.33	374,795.00	2,733,239.00	3,108,034.00	-21.2%
4) Other Local Revenue		8600-8799	567,077.00	1,229,703.32	1,796,780.32	563,166.00	2,325,100.00	2,888,266.00	60.7%
5) TOTAL, REVENUES			20,444,334.00	7,201,092.87	27,645,426.87	21,272,205.00	7,500,059.00	28,772,264.00	4.1%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	7,747,528.76	2,069,947.75	9,817,476.51	7,267,931.00	2,474,670.00	9,742,601.00	-0.8%
2) Classified Salaries		2000-2999	2,526,635.05	1,495,696.00	4,022,331.05	2,390,303.00	1,494,055.00	3,884,358.00	-3.4%
3) Employee Benefits		3000-3999	3,633,842.54	2,578,869.67	6,212,712.21	3,528,002.00	2,479,753.00	6,007,755.00	-3.3%
4) Books and Supplies		4000-4999	666,680.01	2,269,465.61	2,936,145.62	600,506.00	1,428,049.00	2,028,555.00	-30.9%
5) Services and Other Operating Expenditures		5000-5999	2,339,436.50	1,768,669.17	4,108,105.67	2,268,414.00	2,182,905.00	4,451,319.00	8.4%
6) Capital Outlay		6000-6999	71,742.00	242,157.00	313,899.00	51,742.00	1,327,140.00	1,378,882.00	339.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	70,000.00	0.00	70,000.00	70,000.00	0.00	70,000.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(70,421.00)	57,481.00	(12,940.00)	(58,753.00)	45,813.00	(12,940.00)	0.0%
9) TOTAL, EXPENDITURES			16,985,443.86	10,482,286.20	27,467,730.06	16,118,145.00	11,432,385.00	27,550,530.00	0.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>									
			3,458,890.14	(3,281,193.33)	177,696.81	5,154,060.00	(3,932,326.00)	1,221,734.00	587.5%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	300,576.00	0.00	300,576.00	300,576.00	0.00	300,576.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(3,713,114.00)	3,713,114.00	0.00	(3,684,038.00)	3,684,038.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(4,013,690.00)	3,713,114.00	(300,576.00)	(3,984,614.00)	3,684,038.00	(300,576.00)	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(554,799.86)	431,920.67	(122,879.19)	1,169,446.00	(248,288.00)	921,158.00	-849.6%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	5,686,849.00	917,998.45	6,604,847.45	5,132,049.14	1,349,919.12	6,481,968.26	-1.9%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,686,849.00	917,998.45	6,604,847.45	5,132,049.14	1,349,919.12	6,481,968.26	-1.9%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,686,849.00	917,998.45	6,604,847.45	5,132,049.14	1,349,919.12	6,481,968.26	-1.9%
2) Ending Balance, June 30 (E + F1e)			5,132,049.14	1,349,919.12	6,481,968.26	6,301,495.14	1,101,631.12	7,403,126.26	14.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	15,000.10	0.00	15,000.10	0.00	0.00	0.00	-100.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted			0.00	1,349,919.12	1,349,919.12	0.00	1,101,631.12	1,101,631.12	-18.4%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	1,350,436.00	0.00	1,350,436.00	1,339,538.00	0.00	1,339,538.00	-0.8%
Additional Board Required 2% REU	0000	9780				557,100.00		557,100.00	
Unrestricted Program Balances	0000	9780				516,857.00		516,857.00	
2023-24 Projected Deficit Spending	0000	9780				265,581.00		265,581.00	
Additional Board Required 2% REU	0000	9780	555,400.00		555,400.00				
Unrestricted Program Balances	0000	9780	516,857.00		516,857.00				
2023-24 Projected Deficit Spending	0000	9780	278,179.00		278,179.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	833,000.00	0.00	833,000.00	835,600.00	0.00	835,600.00	0.3%
Unassigned/Unappropriated Amount		9790	2,933,613.04	0.00	2,933,613.04	4,126,357.14	0.00	4,126,357.14	40.7%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>G. ASSETS</b>									
1) Cash									
a) in County Treasury		9110	8,183,690.41	(768,811.82)	7,414,878.59				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	64.12	0.00	64.12				
c) in Revolving Cash Account		9130	15,000.10	0.00	15,000.10				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	399,937.85	6,847.25	406,785.10				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	75,000.00	0.00	75,000.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			8,673,692.48	(761,964.57)	7,911,727.91				
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
<b>I. LIABILITIES</b>									
1) Accounts Payable		9500	430,374.45	1,991.65	432,366.10				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			430,374.45	1,991.65	432,366.10				
<b>J. DEFERRED INFLOWS OF RESOURCES</b>									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
<b>K. FUND EQUITY</b>									
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			8,243,318.03	(763,956.22)	7,479,361.81				

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>LCFF SOURCES</b>									
Principal Apportionment									
State Aid - Current Year		8011	8,254,698.00	0.00	8,254,698.00	9,112,956.00	0.00	9,112,956.00	10.4%
Education Protection Account State Aid - Current Year		8012	372,724.00	0.00	372,724.00	372,724.00	0.00	372,724.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	72,740.00	0.00	72,740.00	72,740.00	0.00	72,740.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	10,727,708.00	0.00	10,727,708.00	10,727,708.00	0.00	10,727,708.00	0.0%
Unsecured Roll Taxes		8042	825,595.00	0.00	825,595.00	825,595.00	0.00	825,595.00	0.0%
Prior Years' Taxes		8043	9,717.00	0.00	9,717.00	9,717.00	0.00	9,717.00	0.0%
Supplemental Taxes		8044	175,687.00	0.00	175,687.00	175,687.00	0.00	175,687.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	404,016.00	0.00	404,016.00	404,016.00	0.00	404,016.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	753,211.00	0.00	753,211.00	753,211.00	0.00	753,211.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	20.00	0.00	20.00	20.00	0.00	20.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>21,596,116.00</b>	<b>0.00</b>	<b>21,596,116.00</b>	<b>22,454,374.00</b>	<b>0.00</b>	<b>22,454,374.00</b>	<b>4.0%</b>
<b>LCFF Transfers</b>									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(2,120,130.00)	0.00	(2,120,130.00)	(2,120,130.00)	0.00	(2,120,130.00)	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>19,475,986.00</b>	<b>0.00</b>	<b>19,475,986.00</b>	<b>20,334,244.00</b>	<b>0.00</b>	<b>20,334,244.00</b>	<b>4.4%</b>
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	356,219.00	356,219.00	0.00	356,219.00	356,219.00	0.0%
Special Education Discretionary Grants		8182	0.00	44,253.55	44,253.55	0.00	25,897.00	25,897.00	-41.5%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	6,234.38	6,234.38	0.00	0.00	0.00	-100.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		507,599.29	507,599.29		392,497.00	392,497.00	-22.7%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		57,839.00	57,839.00		57,839.00	57,839.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner Program	4203	8290		45,188.00	45,188.00		45,188.00	45,188.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		0.00	0.00		0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	42,187.00	1,370,083.00	1,412,270.00	0.00	1,564,080.00	1,564,080.00	10.7%
<b>TOTAL, FEDERAL REVENUE</b>			<b>42,187.00</b>	<b>2,387,416.22</b>	<b>2,429,603.22</b>	<b>0.00</b>	<b>2,441,720.00</b>	<b>2,441,720.00</b>	<b>0.5%</b>
<b>OTHER STATE REVENUE</b>									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	80,219.00	0.00	80,219.00	81,500.00	0.00	81,500.00	1.6%
Lottery - Unrestricted and Instructional Materials		8560	276,365.00	90,279.00	366,644.00	290,795.00	94,993.00	385,788.00	5.2%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		465,250.00	465,250.00		399,508.00	399,508.00	-14.1%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		241,655.00	241,655.00		110,338.00	110,338.00	-54.3%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		118,339.31	118,339.31		0.00	0.00	-100.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,500.00	2,668,450.02	2,670,950.02	2,500.00	2,128,400.00	2,130,900.00	-20.2%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>359,084.00</b>	<b>3,583,973.33</b>	<b>3,943,057.33</b>	<b>374,795.00</b>	<b>2,733,239.00</b>	<b>3,108,034.00</b>	<b>-21.2%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>OTHER LOCAL REVENUE</b>									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-LCFF									
Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	113,463.00	0.00	113,463.00	113,463.00	0.00	113,463.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	53,000.00	8,885.00	61,885.00	53,000.00	8,885.00	61,885.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	380,614.00	715,686.32	1,096,300.32	376,703.00	1,811,083.00	2,187,786.00	99.6%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		505,132.00	505,132.00		505,132.00	505,132.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>567,077.00</b>	<b>1,229,703.32</b>	<b>1,796,780.32</b>	<b>563,166.00</b>	<b>2,325,100.00</b>	<b>2,888,266.00</b>	<b>60.7%</b>
<b>TOTAL, REVENUES</b>			<b>20,444,334.00</b>	<b>7,201,092.87</b>	<b>27,645,426.87</b>	<b>21,272,205.00</b>	<b>7,500,059.00</b>	<b>28,772,264.00</b>	<b>4.1%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CERTIFICATED SALARIES</b>									
Certificated Teachers' Salaries		1100	6,088,844.76	1,509,174.75	7,598,019.51	5,832,054.00	1,569,769.00	7,401,823.00	-2.6%
Certificated Pupil Support Salaries		1200	749,821.00	395,003.00	1,144,824.00	508,940.00	613,145.00	1,122,085.00	-2.0%
Certificated Supervisors' and Administrators' Salaries		1300	907,979.00	163,628.00	1,071,607.00	926,053.00	202,917.00	1,128,970.00	5.4%
Other Certificated Salaries		1900	884.00	2,142.00	3,026.00	884.00	88,839.00	89,723.00	2865.1%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>7,747,528.76</b>	<b>2,069,947.75</b>	<b>9,817,476.51</b>	<b>7,267,931.00</b>	<b>2,474,670.00</b>	<b>9,742,601.00</b>	<b>-0.8%</b>
<b>CLASSIFIED SALARIES</b>									
Classified Instructional Salaries		2100	54,020.00	950,838.00	1,004,858.00	38,457.00	998,294.00	1,036,751.00	3.2%
Classified Support Salaries		2200	1,142,060.00	281,268.00	1,423,328.00	1,051,668.00	272,555.00	1,324,223.00	-7.0%
Classified Supervisors' and Administrators' Salaries		2300	189,346.00	43,500.00	232,846.00	198,962.00	42,616.00	241,578.00	3.8%
Clerical, Technical and Office Salaries		2400	1,010,286.00	134,273.00	1,144,559.00	966,387.00	134,763.00	1,101,150.00	-3.8%
Other Classified Salaries		2900	130,923.05	85,817.00	216,740.05	134,829.00	45,827.00	180,656.00	-16.6%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>2,526,635.05</b>	<b>1,495,696.00</b>	<b>4,022,331.05</b>	<b>2,390,303.00</b>	<b>1,494,055.00</b>	<b>3,884,358.00</b>	<b>-3.4%</b>
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	1,237,119.14	1,620,474.52	2,857,593.66	1,185,840.00	1,339,141.00	2,524,981.00	-11.6%
PERS		3201-3202	514,856.06	338,899.80	853,755.86	607,186.00	404,202.00	1,011,388.00	18.5%
OASDI/Medicare/Alternative		3301-3302	346,945.60	170,045.34	516,990.94	304,527.00	166,527.00	471,054.00	-8.9%
Health and Welfare Benefits		3401-3402	1,216,450.00	359,601.00	1,576,051.00	1,167,717.00	433,644.00	1,601,361.00	1.6%
Unemployment Insurance		3501-3502	8,258.25	2,119.39	10,377.64	(25,079.00)	48,689.00	23,610.00	127.5%
Workers' Compensation		3601-3602	156,391.34	55,312.62	211,703.96	138,033.00	56,187.00	194,220.00	-8.3%
OPEB, Allocated		3701-3702	49,106.15	0.00	49,106.15	61,009.00	0.00	61,009.00	24.2%
OPEB, Active Employees		3751-3752	98,752.00	29,681.00	128,433.00	88,769.00	31,243.00	120,012.00	-6.6%
Other Employee Benefits		3901-3902	5,964.00	2,736.00	8,700.00	0.00	120.00	120.00	-98.6%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>3,633,842.54</b>	<b>2,578,869.67</b>	<b>6,212,712.21</b>	<b>3,528,002.00</b>	<b>2,479,753.00</b>	<b>6,007,755.00</b>	<b>-3.3%</b>
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	7,830.00	177,156.81	184,986.81	0.00	99,653.00	99,653.00	-46.1%
Books and Other Reference Materials		4200	451.00	7,480.00	7,931.00	601.00	6,080.00	6,681.00	-15.8%
Materials and Supplies		4300	527,089.01	1,751,136.38	2,278,225.39	494,062.00	1,258,082.00	1,752,144.00	-23.1%
Noncapitalized Equipment		4400	131,310.00	333,692.42	465,002.42	105,843.00	64,234.00	170,077.00	-63.4%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>666,680.01</b>	<b>2,269,465.61</b>	<b>2,936,145.62</b>	<b>600,506.00</b>	<b>1,428,049.00</b>	<b>2,028,555.00</b>	<b>-30.9%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	137,672.00	747,550.00	885,222.00	137,672.00	747,550.00	885,222.00	0.0%
Travel and Conferences		5200	26,865.00	24,490.00	51,355.00	46,251.00	35,064.00	81,315.00	58.3%
Dues and Memberships		5300	40,932.00	3,595.00	44,527.00	40,932.00	3,425.00	44,357.00	-0.4%
Insurance		5400 - 5450	204,419.00	0.00	204,419.00	204,419.00	0.00	204,419.00	0.0%
Operations and Housekeeping Services		5500	831,865.00	0.00	831,865.00	832,438.00	0.00	832,438.00	0.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	108,955.00	101,980.00	210,935.00	108,484.00	100,380.00	208,864.00	-1.0%
Transfers of Direct Costs		5710	(41,717.00)	41,717.00	0.00	(41,091.00)	41,091.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	725.00	9,000.00	9,725.00	895.00	9,000.00	9,895.00	1.7%
Professional/Consulting Services and Operating Expenditures		5800	615,113.50	708,211.17	1,323,324.67	523,807.00	1,137,122.00	1,660,929.00	25.5%
Communications		5900	414,607.00	132,126.00	546,733.00	414,607.00	109,273.00	523,880.00	-4.2%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>2,339,436.50</b>	<b>1,768,669.17</b>	<b>4,108,105.67</b>	<b>2,268,414.00</b>	<b>2,182,905.00</b>	<b>4,451,319.00</b>	<b>8.4%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CAPITAL OUTLAY</b>									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	61,742.00	242,157.00	303,899.00	41,742.00	1,327,140.00	1,368,882.00	350.4%
Equipment Replacement		6500	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>71,742.00</b>	<b>242,157.00</b>	<b>313,899.00</b>	<b>51,742.00</b>	<b>1,327,140.00</b>	<b>1,378,882.00</b>	<b>339.3%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	70,000.00	0.00	70,000.00	70,000.00	0.00	70,000.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments All Other		7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>70,000.00</b>	<b>0.00</b>	<b>70,000.00</b>	<b>70,000.00</b>	<b>0.00</b>	<b>70,000.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									
Transfers of Indirect Costs		7310	(57,481.00)	57,481.00	0.00	(45,813.00)	45,813.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(12,940.00)	0.00	(12,940.00)	(12,940.00)	0.00	(12,940.00)	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(70,421.00)</b>	<b>57,481.00</b>	<b>(12,940.00)</b>	<b>(58,753.00)</b>	<b>45,813.00</b>	<b>(12,940.00)</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>16,985,443.86</b>	<b>10,482,286.20</b>	<b>27,467,730.06</b>	<b>16,118,145.00</b>	<b>11,432,385.00</b>	<b>27,550,530.00</b>	<b>0.3%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>INTERFUND TRANSFERS</b>									
<b>INTERFUND TRANSFERS IN</b>									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	76,856.00	0.00	76,856.00	76,856.00	0.00	76,856.00	0.0%
Other Authorized Interfund Transfers Out		7619	223,720.00	0.00	223,720.00	223,720.00	0.00	223,720.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			300,576.00	0.00	300,576.00	300,576.00	0.00	300,576.00	0.0%
<b>OTHER SOURCES/USES</b>									
<b>SOURCES</b>									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>									
Contributions from Unrestricted Revenues		8980	(3,713,114.00)	3,713,114.00	0.00	(3,684,038.00)	3,684,038.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(3,713,114.00)	3,713,114.00	0.00	(3,684,038.00)	3,684,038.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>									
(a - b + c - d + e)			(4,013,690.00)	3,713,114.00	(300,576.00)	(3,984,614.00)	3,684,038.00	(300,576.00)	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	19,475,986.00	0.00	19,475,986.00	20,334,244.00	0.00	20,334,244.00	4.4%
2) Federal Revenue		8100-8299	42,187.00	2,387,416.22	2,429,603.22	0.00	2,441,720.00	2,441,720.00	0.5%
3) Other State Revenue		8300-8599	359,084.00	3,583,973.33	3,943,057.33	374,795.00	2,733,239.00	3,108,034.00	-21.2%
4) Other Local Revenue		8600-8799	567,077.00	1,229,703.32	1,796,780.32	563,166.00	2,325,100.00	2,888,266.00	60.7%
5) TOTAL REVENUES			20,444,334.00	7,201,092.87	27,645,426.87	21,272,205.00	7,500,059.00	28,772,264.00	4.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction	1000-1999		8,774,240.49	7,173,191.86	15,947,432.35	8,505,738.00	7,545,708.00	16,051,446.00	0.7%
2) Instruction - Related Services	2000-2999		2,064,641.65	505,813.67	2,570,455.32	2,155,006.00	528,786.00	2,683,792.00	4.4%
3) Pupil Services	3000-3999		2,166,862.72	1,029,142.19	3,196,004.91	1,755,967.00	2,471,412.00	4,227,379.00	32.3%
4) Ancillary Services	4000-4999		142,876.00	13,165.50	156,041.50	148,810.00	6,816.00	155,626.00	-0.3%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		1,767,302.00	149,360.66	1,916,662.66	1,455,525.00	50,913.00	1,506,438.00	-21.4%
8) Plant Services	8000-8999		1,985,521.00	1,611,612.32	3,597,133.32	2,013,099.00	828,750.00	2,841,849.00	-21.0%
9) Other Outgo	9000-9999	Except 7600-7699	84,000.00	0.00	84,000.00	84,000.00	0.00	84,000.00	0.0%
10) TOTAL EXPENDITURES			16,985,443.86	10,482,286.20	27,467,730.06	16,118,145.00	11,432,385.00	27,550,530.00	0.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			3,458,890.14	(3,281,193.33)	177,696.81	5,154,060.00	(3,932,326.00)	1,221,734.00	587.5%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	300,576.00	0.00	300,576.00	300,576.00	0.00	300,576.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(3,713,114.00)	3,713,114.00	0.00	(3,684,038.00)	3,684,038.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(4,013,690.00)	3,713,114.00	(300,576.00)	(3,984,614.00)	3,684,038.00	(300,576.00)	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(554,799.86)	431,920.67	(122,879.19)	1,169,446.00	(248,288.00)	921,158.00	-849.6%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	5,686,849.00	917,998.45	6,604,847.45	5,132,049.14	1,349,919.12	6,481,968.26	-1.9%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,686,849.00	917,998.45	6,604,847.45	5,132,049.14	1,349,919.12	6,481,968.26	-1.9%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,686,849.00	917,998.45	6,604,847.45	5,132,049.14	1,349,919.12	6,481,968.26	-1.9%
2) Ending Balance, June 30 (E + F1e)			5,132,049.14	1,349,919.12	6,481,968.26	6,301,495.14	1,101,631.12	7,403,126.26	14.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	15,000.10	0.00	15,000.10	0.00	0.00	0.00	-100.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted									
		9740	0.00	1,349,919.12	1,349,919.12	0.00	1,101,631.12	1,101,631.12	-18.4%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)									
Additional Board Required 2% REU	0000	9780				557,100.00		557,100.00	
Unrestricted Program Balances	0000	9780				516,857.00		516,857.00	
2023-24 Projected Deficit Spending	0000	9780				265,581.00		265,581.00	
Additional Board Required 2% REU	0000	9780	555,400.00		555,400.00				
Unrestricted Program Balances	0000	9780	516,857.00		516,857.00				
2023-24 Projected Deficit Spending	0000	9780	278,179.00		278,179.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	833,000.00	0.00	833,000.00	835,600.00	0.00	835,600.00	0.3%
Unassigned/Unappropriated Amount		9790	2,933,613.04	0.00	2,933,613.04	4,126,357.14	0.00	4,126,357.14	40.7%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
3210	Elementary and Secondary School Emergency Relief (ESSER) Fund	83,367.00	0.00
3212	Elementary and Secondary School Relief II (ESSER II) Fund	0.00	653,011.00
3215	Governor's Emergency Education Relief Fund: Learning Loss Mitigat	27,486.00	0.00
6300	Lottery: Instructional Materials	40,279.00	40,279.00
6387	Career Technical Education Incentive Grant Program	75,000.00	75,000.00
7010	Agricultural Career Technical Education Incentive	2,226.31	2,226.31
7420	State Learning Loss Mitigation Funds	0.81	0.81
7422	In-Person Instruction (IPI) Grant	319,050.00	246,000.00
7425	Expanded Learning Opportunities (ELO) Grant	712,021.00	1.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Secti	90,489.00	85,113.00
<b>Total, Restricted Balance</b>		<b>1,349,919.12</b>	<b>1,101,631.12</b>



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	105,765.00	105,765.00	0.0%
4) Other Local Revenue		8600-8799	825.00	400.00	-51.5%
5) TOTAL, REVENUES			106,590.00	106,165.00	-0.4%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	20,675.00	20,417.00	-1.2%
2) Classified Salaries		2000-2999	24,015.00	17,636.00	-26.6%
3) Employee Benefits		3000-3999	12,371.00	17,334.00	40.1%
4) Books and Supplies		4000-4999	35,620.21	16,746.00	-53.0%
5) Services and Other Operating Expenditures		5000-5999	38,056.00	31,056.00	-18.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	2,976.00	2,976.00	0.0%
9) TOTAL, EXPENDITURES			133,713.21	106,165.00	-20.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(27,123.21)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(27,123.21)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	44,746.21	17,623.00	-60.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			44,746.21	17,623.00	-60.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			44,746.21	17,623.00	-60.6%
2) Ending Balance, June 30 (E + F1e)			17,623.00	17,623.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			17,623.00	17,623.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	73,091.97		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			73,091.97		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			73,091.97		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>LCFF SOURCES</b>					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
<b>FEDERAL REVENUE</b>					
Interagency Contracts Between LEAs					
		8285	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources					
		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources					
		8587	0.00	0.00	0.0%
Adult Education Program	6391	8590	103,951.00	103,951.00	0.0%
All Other State Revenue	All Other	8590	1,814.00	1,814.00	0.0%
TOTAL, OTHER STATE REVENUE			105,765.00	105,765.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	825.00	400.00	-51.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>825.00</b>	<b>400.00</b>	<b>-51.5%</b>
<b>TOTAL, REVENUES</b>			<b>106,590.00</b>	<b>106,165.00</b>	<b>-0.4%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	1,175.00	3,000.00	155.3%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	6,000.00	5,742.00	-4.3%
Other Certificated Salaries		1900	13,500.00	11,675.00	-13.5%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>20,675.00</b>	<b>20,417.00</b>	<b>-1.2%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	24,015.00	17,636.00	-26.6%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>24,015.00</b>	<b>17,636.00</b>	<b>-26.6%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	4,073.00	5,269.00	29.4%
PERS		3201-3202	4,040.00	4,041.00	0.0%
OASDI/Medicare/Alternative		3301-3302	1,811.00	1,647.00	-9.1%
Health and Welfare Benefits		3401-3402	1,600.00	5,169.00	223.1%
Unemployment Insurance		3501-3502	22.00	469.00	2031.8%
Workers' Compensation		3601-3602	646.00	544.00	-15.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	179.00	195.00	8.9%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>12,371.00</b>	<b>17,334.00</b>	<b>40.1%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	33,637.21	14,763.00	-56.1%
Noncapitalized Equipment		4400	1,983.00	1,983.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>35,620.21</b>	<b>16,746.00</b>	<b>-53.0%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	2,839.00	2,839.00	0.0%
Travel and Conferences		5200	16,241.00	11,241.00	-30.8%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	5,000.00	5,000.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	200.00	200.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	13,776.00	11,776.00	-14.5%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>38,056.00</b>	<b>31,056.00</b>	<b>-18.4%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	2,976.00	2,976.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			2,976.00	2,976.00	0.0%
TOTAL, EXPENDITURES			133,713.21	106,165.00	-20.6%



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	105,765.00	105,765.00	0.0%
4) Other Local Revenue		8600-8799	825.00	400.00	-51.5%
5) TOTAL, REVENUES			106,590.00	106,165.00	-0.4%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		74,134.21	52,007.00	-29.8%
2) Instruction - Related Services	2000-2999		56,603.00	51,182.00	-9.6%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		2,976.00	2,976.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			133,713.21	106,165.00	-20.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			(27,123.21)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(27,123.21)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	44,746.21	17,623.00	-60.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			44,746.21	17,623.00	-60.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			44,746.21	17,623.00	-60.6%
2) Ending Balance, June 30 (E + F1e)			17,623.00	17,623.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			17,623.00	17,623.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
6391	Adult Education Program	17,623.00	17,623.00
Total, Restricted Balance		17,623.00	17,623.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	278,852.00	278,852.00	0.0%
4) Other Local Revenue		8600-8799	13,282.00	13,250.00	-0.2%
5) TOTAL, REVENUES			292,134.00	292,102.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	152,000.00	18,024.00	-88.1%
2) Classified Salaries		2000-2999	28,000.00	155,139.00	454.1%
3) Employee Benefits		3000-3999	91,938.61	94,996.00	3.3%
4) Books and Supplies		4000-4999	7,780.39	12,458.00	60.1%
5) Services and Other Operating Expenditures		5000-5999	1,521.00	1,521.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	9,964.00	9,964.00	0.0%
9) TOTAL, EXPENDITURES			291,204.00	292,102.00	0.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			930.00	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			930.00	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	930.00	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	930.00	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	930.00	New
2) Ending Balance, June 30 (E + F1e)			930.00	930.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			930.00	930.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	117,537.31		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			117,537.31		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	2.45		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	75,000.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			75,002.45		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			42,534.86		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	276,721.00	276,721.00	0.0%
All Other State Revenue	All Other	8590	2,131.00	2,131.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>278,852.00</b>	<b>278,852.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	282.00	250.00	-11.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	13,000.00	13,000.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>13,282.00</b>	<b>13,250.00</b>	<b>-0.2%</b>
<b>TOTAL, REVENUES</b>			<b>292,134.00</b>	<b>292,102.00</b>	<b>0.0%</b>



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	136,000.00	3,559.00	-97.4%
Certificated Pupil Support Salaries		1200	10,000.00	9,210.00	-7.9%
Certificated Supervisors' and Administrators' Salaries		1300	6,000.00	5,255.00	-12.4%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>152,000.00</b>	<b>18,024.00</b>	<b>-88.1%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	130,503.00	New
Classified Support Salaries		2200	4,000.00	3,705.00	-7.4%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	24,000.00	20,931.00	-12.8%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>28,000.00</b>	<b>155,139.00</b>	<b>454.1%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	7,781.00	5,182.00	-33.4%
PERS		3201-3202	33,948.00	35,546.00	4.7%
OASDI/Medicare/Alternative		3301-3302	13,210.03	12,136.00	-8.1%
Health and Welfare Benefits		3401-3402	32,380.00	35,822.00	10.6%
Unemployment Insurance		3501-3502	100.15	2,133.00	2029.8%
Workers' Compensation		3601-3602	2,719.43	2,478.00	-8.9%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	1,800.00	1,699.00	-5.6%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>91,938.61</b>	<b>94,996.00</b>	<b>3.3%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	7,780.39	12,458.00	60.1%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>7,780.39</b>	<b>12,458.00</b>	<b>60.1%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	30.00	30.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,462.00	1,462.00	0.0%
Communications		5900	29.00	29.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>1,521.00</b>	<b>1,521.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	9,964.00	9,964.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>9,964.00</b>	<b>9,964.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>291,204.00</b>	<b>292,102.00</b>	<b>0.3%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	278,852.00	278,852.00	0.0%
4) Other Local Revenue		8600-8799	13,282.00	13,250.00	-0.2%
5) TOTAL, REVENUES			292,134.00	292,102.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		216,149.00	218,769.00	1.2%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		59,081.00	57,633.00	-2.5%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		9,964.00	9,964.00	0.0%
8) Plant Services	8000-8999		6,010.00	5,736.00	-4.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			291,204.00	292,102.00	0.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			930.00	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			930.00	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	930.00	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	930.00	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	930.00	New
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	930.00	930.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
6105	Child Development: California State Preschool Program	930.00	930.00
Total, Restricted Balance		930.00	930.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	825,464.00	825,464.00	0.0%
3) Other State Revenue		8300-8599	13,919.00	13,919.00	0.0%
4) Other Local Revenue		8600-8799	89,511.00	89,511.00	0.0%
5) TOTAL, REVENUES			928,894.00	928,894.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	300,545.00	301,359.00	0.3%
3) Employee Benefits		3000-3999	143,214.00	157,665.00	10.1%
4) Books and Supplies		4000-4999	6,720.00	6,720.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	564,116.00	540,006.00	-4.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,014,595.00	1,005,750.00	-0.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(85,701.00)	(76,856.00)	-10.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	76,856.00	76,856.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			76,856.00	76,856.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(8,845.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	37,789.66	28,944.66	-23.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			37,789.66	28,944.66	-23.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			37,789.66	28,944.66	-23.4%
2) Ending Balance, June 30 (E + F1e)			28,944.66	28,944.66	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	25,617.01	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			3,777.65	28,944.66	666.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	(450.00)	0.00	-100.0%



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	(203,697.91)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	4,190.26		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	25,617.01		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			(173,890.64)		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	35.88		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			35.88		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			(173,926.52)		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	785,464.00	785,464.00	0.0%
Donated Food Commodities		8221	40,000.00	40,000.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>825,464.00</b>	<b>825,464.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	13,919.00	13,919.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>13,919.00</b>	<b>13,919.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	89,511.00	89,511.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>89,511.00</b>	<b>89,511.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>928,894.00</b>	<b>928,894.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	293,522.00	294,598.00	0.4%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	7,023.00	6,761.00	-3.7%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>300,545.00</b>	<b>301,359.00</b>	<b>0.3%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	59,609.00	69,054.00	15.8%
OASDI/Medicare/Alternative		3301-3302	22,811.00	23,083.00	1.2%
Health and Welfare Benefits		3401-3402	53,509.00	54,747.00	2.3%
Unemployment Insurance		3501-3502	147.00	3,725.00	2434.0%
Workers' Compensation		3601-3602	4,453.00	4,316.00	-3.1%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	2,685.00	2,740.00	2.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>143,214.00</b>	<b>157,665.00</b>	<b>10.1%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	4,500.00	4,500.00	0.0%
Noncapitalized Equipment		4400	2,220.00	2,220.00	0.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>6,720.00</b>	<b>6,720.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	225.00	225.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	2,400.00	2,400.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	5,000.00	5,000.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(9,955.00)	(10,125.00)	1.7%
Professional/Consulting Services and Operating Expenditures		5800	566,446.00	542,506.00	-4.2%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			564,116.00	540,006.00	-4.3%
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,014,595.00	1,005,750.00	-0.9%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	76,856.00	76,856.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			76,856.00	76,856.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			76,856.00	76,856.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	825,464.00	825,464.00	0.0%
3) Other State Revenue		8300-8599	13,919.00	13,919.00	0.0%
4) Other Local Revenue		8600-8799	89,511.00	89,511.00	0.0%
5) TOTAL, REVENUES			928,894.00	928,894.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		1,012,195.00	1,003,350.00	-0.9%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		2,400.00	2,400.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,014,595.00	1,005,750.00	-0.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			(85,701.00)	(76,856.00)	-10.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	76,856.00	76,856.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			76,856.00	76,856.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(8,845.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	37,789.66	28,944.66	-23.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			37,789.66	28,944.66	-23.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			37,789.66	28,944.66	-23.4%
2) Ending Balance, June 30 (E + F1e)			28,944.66	28,944.66	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	25,617.01	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			3,777.65	28,944.66	666.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	(450.00)	0.00	-100.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
5310	Child Nutrition: School Programs (e.g., School Lunch, School I	0.00	25,167.01
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Cen	3,777.65	3,777.65
Total, Restricted Balance		<u>3,777.65</u>	<u>28,944.66</u>



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	700.00	400.00	-42.9%
5) TOTAL, REVENUES			700.00	400.00	-42.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			700.00	400.00	-42.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			700.00	400.00	-42.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	40,291.64	40,991.64	1.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			40,291.64	40,991.64	1.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			40,291.64	40,991.64	1.7%
2) Ending Balance, June 30 (E + F1e)			40,991.64	41,391.64	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	40,991.64	41,391.64	1.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	40,455.64		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			40,455.64		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			40,455.64		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	700.00	400.00	-42.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			700.00	400.00	-42.9%
<b>TOTAL, REVENUES</b>			700.00	400.00	-42.9%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	700.00	400.00	-42.9%
5) TOTAL, REVENUES			700.00	400.00	-42.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			700.00	400.00	-42.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			700.00	400.00	-42.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	40,291.64	40,991.64	1.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			40,291.64	40,991.64	1.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			40,291.64	40,991.64	1.7%
2) Ending Balance, June 30 (E + F1e)			40,991.64	41,391.64	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	40,991.64	41,391.64	1.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
<hr/>			
Total, Restricted Balance		<hr/> 0.00	<hr/> 0.00



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	36,365.00	34,665.00	-4.7%
5) TOTAL, REVENUES			36,365.00	34,665.00	-4.7%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	564,709.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			564,709.00	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(528,344.00)	34,665.00	-106.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	20,571,618.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			20,571,618.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			20,043,274.00	34,665.00	-99.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	52,581.09	20,095,855.09	38118.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			52,581.09	20,095,855.09	38118.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			52,581.09	20,095,855.09	38118.8%
2) Ending Balance, June 30 (E + F1e)			20,095,855.09	20,130,520.09	0.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			20,027,581.89	20,027,590.89	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	68,273.20	102,929.20	50.8%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	82,299.49		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	20,006,909.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			20,089,208.49		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			20,089,208.49		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Leases and Rentals					
		8650	34,356.00	34,356.00	0.0%
Interest					
		8660	2,009.00	309.00	-84.6%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			36,365.00	34,665.00	-4.7%
<b>TOTAL, REVENUES</b>			36,365.00	34,665.00	-4.7%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	564,709.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			564,709.00	0.00	-100.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			564,709.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	20,200,000.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	371,618.00	0.00	-100.0%
(c) TOTAL, SOURCES			20,571,618.00	0.00	-100.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			20,571,618.00	0.00	-100.0%



Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	36,365.00	34,665.00	-4.7%
5) TOTAL, REVENUES			36,365.00	34,665.00	-4.7%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	564,709.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			564,709.00	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			(528,344.00)	34,665.00	-106.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	20,571,618.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			20,571,618.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			20,043,274.00	34,665.00	-99.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	52,581.09	20,095,855.09	38118.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			52,581.09	20,095,855.09	38118.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			52,581.09	20,095,855.09	38118.8%
2) Ending Balance, June 30 (E + F1e)			20,095,855.09	20,130,520.09	0.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			20,027,581.89	20,027,590.89	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	68,273.20	102,929.20	50.8%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
9010	Other Restricted Local	20,027,581.89	20,027,590.89
Total, Restricted Balance		<u>20,027,581.89</u>	<u>20,027,590.89</u>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	114,851.00	94,651.00	-17.6%
5) TOTAL, REVENUES			114,851.00	94,651.00	-17.6%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	114.00	114.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	97,786.00	95,066.00	-2.8%
6) Capital Outlay		6000-6999	56,000.00	43,000.00	-23.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	201,075.00	201,075.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			354,975.00	339,255.00	-4.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(240,124.00)	(244,604.00)	1.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	223,720.00	223,720.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			223,720.00	223,720.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(16,404.00)	(20,884.00)	27.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	927,401.92	910,997.92	-1.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			927,401.92	910,997.92	-1.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			927,401.92	910,997.92	-1.8%
2) Ending Balance, June 30 (E + F1e)			910,997.92	890,113.92	-2.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			910,997.92	890,113.92	-2.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	687,279.52		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			687,279.52		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	81.24		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			81.24		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			687,198.28		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	10,000.00	10,000.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Interest					
		8660	11,651.00	11,651.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees					
		8681	93,200.00	73,000.00	-21.7%
Other Local Revenue All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			114,851.00	94,651.00	-17.6%
<b>TOTAL, REVENUES</b>			114,851.00	94,651.00	-17.6%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	114.00	114.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			114.00	114.00	0.0%



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	61,796.00	61,796.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	35,990.00	33,270.00	-7.6%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>97,786.00</b>	<b>95,066.00</b>	<b>-2.8%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	53,000.00	40,000.00	-24.5%
Buildings and Improvements of Buildings		6200	3,000.00	3,000.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>56,000.00</b>	<b>43,000.00</b>	<b>-23.2%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	47,420.00	47,420.00	0.0%
Other Debt Service - Principal		7439	153,655.00	153,655.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>201,075.00</b>	<b>201,075.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>354,975.00</b>	<b>339,255.00</b>	<b>-4.4%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	223,720.00	223,720.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			223,720.00	223,720.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			223,720.00	223,720.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	114,851.00	94,651.00	-17.6%
5) TOTAL, REVENUES			114,851.00	94,651.00	-17.6%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		2,720.00	0.00	-100.0%
8) Plant Services	8000-8999		151,180.00	138,180.00	-8.6%
9) Other Outgo	9000-9999	Except 7600-7699	201,075.00	201,075.00	0.0%
10) TOTAL, EXPENDITURES			354,975.00	339,255.00	-4.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			(240,124.00)	(244,604.00)	1.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	223,720.00	223,720.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			223,720.00	223,720.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(16,404.00)	(20,884.00)	27.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	927,401.92	910,997.92	-1.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			927,401.92	910,997.92	-1.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			927,401.92	910,997.92	-1.8%
2) Ending Balance, June 30 (E + F1e)			910,997.92	890,113.92	-2.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			910,997.92	890,113.92	-2.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
9010	Other Restricted Local	910,997.92	890,113.92
Total, Restricted Balance		<u>910,997.92</u>	<u>890,113.92</u>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	30.00	30.00	0.0%
5) TOTAL, REVENUES			30.00	30.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			30.00	30.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			30.00	30.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,366.00	3,396.00	0.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,366.00	3,396.00	0.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,366.00	3,396.00	0.9%
2) Ending Balance, June 30 (E + F1e)			3,396.00	3,426.00	0.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,396.00	3,426.00	0.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	3,379.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			3,379.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			3,379.00		



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	30.00	30.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			30.00	30.00	0.0%
<b>TOTAL, REVENUES</b>			30.00	30.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
To: State School Building Fund/ County School Facilities Fund					
From: All Other Funds					
		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In					
		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund					
		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out					
		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	30.00	30.00	0.0%
5) TOTAL, REVENUES			30.00	30.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			30.00	30.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			30.00	30.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	3,366.00	3,396.00	0.9%
b) Audit Adjustments			0.00	0.00	0.0%
		9793			
c) As of July 1 - Audited (F1a + F1b)			3,366.00	3,396.00	0.9%
d) Other Restatements			0.00	0.00	0.0%
		9795			
e) Adjusted Beginning Balance (F1c + F1d)			3,366.00	3,396.00	0.9%
2) Ending Balance, June 30 (E + F1e)			3,396.00	3,426.00	0.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash			0.00	0.00	0.0%
		9711			
Stores			0.00	0.00	0.0%
		9712			
Prepaid Items			0.00	0.00	0.0%
		9713			
All Others			0.00	0.00	0.0%
		9719			
b) Restricted			3,396.00	3,426.00	0.9%
		9740			
c) Committed					
Stabilization Arrangements			0.00	0.00	0.0%
		9750			
Other Commitments (by Resource/Object)			0.00	0.00	0.0%
		9760			
d) Assigned					
Other Assignments (by Resource/Object)			0.00	0.00	0.0%
		9780			
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties			0.00	0.00	0.0%
		9789			
Unassigned/Unappropriated Amount			0.00	0.00	0.0%
		9790			

<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
7710	State School Facilities Projects	3,396.00	3,426.00
Total, Restricted Balance		<u>3,396.00</u>	<u>3,426.00</u>



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	120,138.00	6,450.00	-94.6%
5) TOTAL, REVENUES			120,138.00	6,450.00	-94.6%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	6,100.00	6,100.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			6,100.00	6,100.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			114,038.00	350.00	-99.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			114,038.00	350.00	-99.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	115,612.03	229,650.03	98.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			115,612.03	229,650.03	98.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			115,612.03	229,650.03	98.6%
2) Ending Balance, June 30 (E + F1e)			229,650.03	230,000.03	0.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			226,570.09	226,570.09	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	3,079.94	3,429.94	11.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	109,776.94		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			109,776.94		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			109,776.94		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
Unsecured Roll		8615	0.00	0.00	0.0%
		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
Other		8621	0.00	0.00	0.0%
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	120,138.00	6,450.00	-94.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			120,138.00	6,450.00	-94.6%
<b>TOTAL, REVENUES</b>			120,138.00	6,450.00	-94.6%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	6,100.00	6,100.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			6,100.00	6,100.00	0.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			6,100.00	6,100.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)					
			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	120,138.00	6,450.00	-94.6%
5) TOTAL, REVENUES			120,138.00	6,450.00	-94.6%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	6,100.00	6,100.00	0.0%
10) TOTAL, EXPENDITURES			6,100.00	6,100.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			114,038.00	350.00	-99.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			114,038.00	350.00	-99.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	115,612.03	229,650.03	98.6%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			115,612.03	229,650.03	98.6%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			115,612.03	229,650.03	98.6%
2) Ending Balance, June 30 (E + F1e)					
			229,650.03	230,000.03	0.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	226,570.09	226,570.09	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	3,079.94	3,429.94	11.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
9010	Other Restricted Local	226,570.09	226,570.09
Total, Restricted Balance		<u>226,570.09</u>	<u>226,570.09</u>

Description	2020-21 Estimated Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	1,856.11	1,856.11	1,856.11	1,769.42	1,769.42	1,856.11
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	1,856.11	1,856.11	1,856.11	1,769.42	1,769.42	1,856.11
<b>5. District Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class	6.65	6.65	6.65	6.65	6.65	6.65
c. Special Education-NPS/LCI						
d. Special Education Extended Year	0.50	0.86	0.86	0.86	0.86	0.86
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	7.15	7.51	7.51	7.51	7.51	7.51
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	1,863.26	1,863.62	1,863.62	1,776.93	1,776.93	1,863.62
<b>7. Adults in Correctional Facilities</b>						
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

**ANNUAL BUDGET REPORT:**  
July 1, 2021 Budget Adoption

Insert "X" in applicable boxes:

This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: River Delta USD  
Date: June 04, 2021

Place: Participation via Teleconference  
Date: June 08, 2021  
Time: 06:30 PM

Adoption Date: June 22, 2021

Signed: \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Contact person for additional information on the budget reports:

Name: Vina Guzman Telephone: 707-374-1700  
Title: Interim Chief Business Official E-mail: vguzman@rdusd.org

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

<b>CRITERIA AND STANDARDS (continued)</b>			<b>Met</b>	<b>Not Met</b>
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.		X
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

<b>SUPPLEMENTAL INFORMATION</b>			<b>No</b>	<b>Yes</b>
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?	X	

<b>SUPPLEMENTAL INFORMATION (continued)</b>			<b>No</b>	<b>Yes</b>
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?  • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2020-21) annual payment?		<b>X</b>
			<b>X</b>	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?  • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go?		<b>X</b>
			<b>X</b>	
			<b>X</b>	<b>X</b>
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	<b>X</b>	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for: • Certificated? (Section S8A, Line 1) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1)		<b>X</b>
				<b>X</b>
			<b>n/a</b>	
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year? • Adoption date of the LCAP or an update to the LCAP:		<b>X</b>
			<b>Jun 22, 2021</b>	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		<b>X</b>

<b>ADDITIONAL FISCAL INDICATORS</b>			<b>No</b>	<b>Yes</b>
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	<b>X</b>	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	<b>X</b>	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?	<b>X</b>	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	<b>X</b>	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	<b>X</b>	

<b>ADDITIONAL FISCAL INDICATORS (continued)</b>			<b>No</b>	<b>Yes</b>
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X



ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(  ) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$ _____
Less: Amount of total liabilities reserved in budget:	\$ _____
Estimated accrued but unfunded liabilities:	\$ _____ 0.00

(  ) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

Schools Insurance Authority  
PO Box 276710, Sacramento, CA 95827-6710

(  ) This school district is not self-insured for workers' compensation claims.

Signed \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Date of Meeting: Jun 22, 2021

For additional information on this certification, please contact:

Name: Vina Guzman  
Title: Interim Chief Business Official  
Telephone: 707-374-1700  
E-mail: vguzman@rdusd.org

Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	9,817,476.51	301	81,597.00	303	9,735,879.51	305	209,559.00		307	9,526,320.51	309
2000 - Classified Salaries	4,022,331.05	311	2,864.00	313	4,019,467.05	315	872,271.00		317	3,147,196.05	319
3000 - Employee Benefits	6,212,712.21	321	86,624.15	323	6,126,088.06	325	335,081.98		327	5,791,006.08	329
4000 - Books, Supplies Equip Replace. (6500)	2,946,145.62	331	17,302.00	333	2,928,843.62	335	610,571.20		337	2,318,272.42	339
5000 - Services. . . & 7300 - Indirect Costs	4,095,165.67	341	1,265.00	343	4,093,900.67	345	616,908.59		347	3,476,992.08	349
TOTAL					26,904,178.91	365			TOTAL	24,259,787.14	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011. . . . .		1100	375
2. Salaries of Instructional Aides Per EC 41011. . . . .		2100	380
3. STRS. . . . .		3101 & 3102	382
4. PERS. . . . .		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative. . . . .		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans). . . . .		3401 & 3402	385
7. Unemployment Insurance. . . . .		3501 & 3502	390
8. Workers' Compensation Insurance. . . . .		3601 & 3602	392
9. OPEB, Active Employees (EC 41372). . . . .		3751 & 3752	393
10. Other Benefits (EC 22310). . . . .		3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10). . . . .			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2. . . . .			
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted). . . . .			396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*. . . . .			396
14. TOTAL SALARIES AND BENEFITS. . . . .			397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372. . . . .			49.23%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X') . . . . .			

PART III: DEFICIENCY AMOUNT	
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.	
1. Minimum percentage required (60% elementary, 55% unified, 50% high) . . . . .	55.00%
2. Percentage spent by this district (Part II, Line 15) . . . . .	49.23%
3. Percentage below the minimum (Part III, Line 1 minus Line 2) . . . . .	5.77%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369). . . . .	24,259,787.14
5. Deficiency Amount (Part III, Line 3 times Line 4) . . . . .	1,399,789.72

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)	

Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	9,742,601.00	301	100,347.00	303	9,642,254.00	305	57,719.00		307	9,584,535.00	309
2000 - Classified Salaries	3,884,358.00	311	354.00	313	3,884,004.00	315	748,692.00		317	3,135,312.00	319
3000 - Employee Benefits	6,007,755.00	321	92,308.00	323	5,915,447.00	325	334,027.00		327	5,581,420.00	329
4000 - Books, Supplies Equip Replace. (6500)	2,038,555.00	331	27,000.00	333	2,011,555.00	335	413,613.00		337	1,597,942.00	339
5000 - Services. . . & 7300 - Indirect Costs	4,438,379.00	341	6,000.00	343	4,432,379.00	345	522,198.00		347	3,910,181.00	349
TOTAL					25,885,639.00	365			TOTAL	23,809,390.00	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011. . . . .		1100	375
2. Salaries of Instructional Aides Per EC 41011. . . . .		2100	380
3. STRS. . . . .		3101 & 3102	382
4. PERS. . . . .		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative. . . . .		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans). . . . .		3401 & 3402	385
7. Unemployment Insurance. . . . .		3501 & 3502	390
8. Workers' Compensation Insurance. . . . .		3601 & 3602	392
9. OPEB, Active Employees (EC 41372). . . . .		3751 & 3752	393
10. Other Benefits (EC 22310). . . . .		3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10). . . . .			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2. . . . .			
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted). . . . .			396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*. . . . .			396
14. TOTAL SALARIES AND BENEFITS. . . . .			397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372. . . . .			50.14%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X') . . . . .			

PART III: DEFICIENCY AMOUNT	
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.	
1. Minimum percentage required (60% elementary, 55% unified, 50% high) . . . . .	55.00%
2. Percentage spent by this district (Part II, Line 15) . . . . .	50.14%
3. Percentage below the minimum (Part III, Line 1 minus Line 2) . . . . .	4.86%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369). . . . .	23,809,390.00
5. Deficiency Amount (Part III, Line 3 times Line 4) . . . . .	1,157,136.35

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)	

Section I - Expenditures	Funds 01, 09, and 62			2020-21 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	27,768,306.06
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	2,550,572.15
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	313,899.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	14,000.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	300,576.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	127,206.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				755,681.00
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	85,701.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				24,547,753.91

<b>Section II - Expenditures Per ADA</b>		<b>2020-21 Annual ADA/ Exps. Per ADA</b>
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		1,863.62
B. Expenditures per ADA (Line I.E divided by Line II.A)		13,172.08
<b>Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)</b>		
	<b>Total</b>	<b>Per ADA</b>
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	22,722,322.52	12,192.57
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	22,722,322.52	12,192.57
B. Required effort (Line A.2 times 90%)	20,450,090.27	10,973.31
C. Current year expenditures (Line I.E and Line II.B)	24,547,753.91	13,172.08
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2022-23 may be reduced by the lower of the two percentages)	0.00%	0.00%

<b>SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)</b>		
<b>Description of Adjustments</b>	<b>Total Expenditures</b>	<b>Expenditures Per ADA</b>
<b>Total adjustments to base expenditures</b>	<b>0.00</b>	<b>0.00</b>

**Part I - General Administrative Share of Plant Services Costs**

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

**A. Salaries and Benefits - Other General Administration and Centralized Data Processing**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 7200-7700, goals 0000 and 9000) 805,840.00
- 2. Contracted general administrative positions not paid through payroll
  - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. \_\_\_\_\_
  - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

**B. Salaries and Benefits - All Other Activities**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 19,197,573.62

**C. Percentage of Plant Services Costs Attributable to General Administration**

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 4.20%

**Part II - Adjustments for Employment Separation Costs**

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

**A. Normal Separation Costs (optional)**

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation. \_\_\_\_\_

**B. Abnormal or Mass Separation Costs (required)**

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

**Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)**

**A. Indirect Costs**

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	1,229,041.00
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	91,670.00
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	44,500.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	142,726.22
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	1,507,937.22
9. Carry-Forward Adjustment (Part IV, Line F)	447,892.14
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	1,955,829.36

**B. Base Costs**

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	15,022,693.35
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	2,570,455.32
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	3,162,895.91
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	156,041.50
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	456,555.00
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	27,351.66
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	38,102.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	3,255,517.10
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	127,898.21
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	281,240.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	1,014,595.00
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	26,113,345.05

**C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment**

<b>(For information only - not for use when claiming/recovering indirect costs)</b> (Line A8 divided by Line B19)	5.77%
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**D. Preliminary Proposed Indirect Cost Rate**

<b>(For final approved fixed-with-carry-forward rate for use in 2022-23 see <a href="http://www.cde.ca.gov/fg/ac/ic">www.cde.ca.gov/fg/ac/ic</a>)</b> (Line A10 divided by Line B19)	7.49%
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**Part IV - Carry-forward Adjustment**

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

<b>A. Indirect costs incurred in the current year (Part III, Line A8)</b>	<u>1,507,937.22</u>
<b>B. Carry-forward adjustment from prior year(s)</b>	
1. Carry-forward adjustment from the second prior year	<u>(127,798.66)</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
<b>C. Carry-forward adjustment for under- or over-recovery in the current year</b>	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (3.57%) times Part III, Line B19); zero if negative	<u>447,892.14</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (3.57%) times Part III, Line B19) or (the highest rate used to recover costs from any program (3.7%) times Part III, Line B19); zero if positive	<u>0.00</u>
<b>D. Preliminary carry-forward adjustment (Line C1 or C2)</b>	<u>447,892.14</u>
<b>E. Optional allocation of negative carry-forward adjustment over more than one year</b>	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>not applicable</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
<b>F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)</b>	<u>447,892.14</u>

Approved indirect cost rate: 3.57%  
Highest rate used in any program: 3.70%

Note: In one or more resources, the rate used is greater than the approved rate.

<b>Fund</b>	<b>Resource</b>	<b>Eligible Expenditures (Objects 1000-5999 except Object 5100)</b>	<b>Indirect Costs Charged (Objects 7310 and 7350)</b>	<b>Rate Used</b>
01	3010	489,489.29	18,110.00	3.70%
01	6010	451,480.00	13,770.00	3.05%
01	6387	160,911.00	5,744.00	3.57%
01	9010	847,313.04	19,857.00	2.34%
11	6391	126,084.21	2,976.00	2.36%
12	6105	279,109.00	9,964.00	3.57%

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
<b>A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		122,496.81	122,496.81
2. State Lottery Revenue	8560	276,365.00		90,279.00	366,644.00
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		276,365.00	0.00	212,775.81	489,140.81
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>					
1. Certificated Salaries	1000-1999	41,364.00			41,364.00
2. Classified Salaries	2000-2999	63,956.00			63,956.00
3. Employee Benefits	3000-3999	19,241.98			19,241.98
4. Books and Supplies	4000-4999	82,644.52		172,496.81	255,141.33
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	69,158.50			69,158.50
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800				
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11 )		276,365.00	0.00	172,496.81	448,861.81
<b>C. ENDING BALANCE</b> (Must equal Line A6 minus Line B12)					
	979Z	0.00	0.00	40,279.00	40,279.00
<b>D. COMMENTS:</b>					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

\*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	20,334,244.00	-2.47%	19,831,177.00	2.97%	20,421,005.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	374,795.00	0.00%	374,795.00	0.00%	374,795.00
4. Other Local Revenues	8600-8799	563,166.00	0.00%	563,166.00	0.00%	563,166.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(3,684,038.00)	2.75%	(3,785,363.00)	1.45%	(3,840,239.00)
<b>6. Total (Sum lines A1 thru A5c)</b>		<b>17,588,167.00</b>	<b>-3.44%</b>	<b>16,983,775.00</b>	<b>3.15%</b>	<b>17,518,727.00</b>
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				7,267,931.00		7,494,456.00
b. Step & Column Adjustment				72,679.00		74,945.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				153,846.00		470,025.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	7,267,931.00	3.12%	7,494,456.00	7.27%	8,039,426.00
2. Classified Salaries						
a. Base Salaries				2,390,303.00		2,414,206.00
b. Step & Column Adjustment				23,903.00		24,142.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						58,438.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	2,390,303.00	1.00%	2,414,206.00	3.42%	2,496,786.00
3. Employee Benefits	3000-3999	3,528,002.00	8.87%	3,841,012.00	3.52%	3,976,189.00
4. Books and Supplies	4000-4999	600,506.00	0.00%	600,506.00	11.39%	668,918.00
5. Services and Other Operating Expenditures	5000-5999	2,268,414.00	0.00%	2,268,414.00	1.48%	2,301,914.00
6. Capital Outlay	6000-6999	51,742.00	0.00%	51,742.00	0.00%	51,742.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	70,000.00	0.00%	70,000.00	0.00%	70,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(58,753.00)	106.36%	(121,244.00)	0.00%	(121,244.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	300,576.00	0.00%	300,576.00	0.00%	300,576.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
<b>11. Total (Sum lines B1 thru B10)</b>		<b>16,418,721.00</b>	<b>3.05%</b>	<b>16,919,668.00</b>	<b>5.11%</b>	<b>17,784,307.00</b>
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		1,169,446.00		64,107.00		(265,580.00)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		5,132,049.14		6,301,495.14		6,365,602.14
2. Ending Fund Balance (Sum lines C and D1)		6,301,495.14		6,365,602.14		6,100,022.14
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		15,000.00		15,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00				
d. Assigned	9780	1,339,538.00		1,269,638.00		1,022,457.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	835,600.00		730,800.00		758,400.00
2. Unassigned/Unappropriated	9790	4,126,357.14		4,350,164.14		4,304,165.14
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		6,301,495.14		6,365,602.14		6,100,022.14

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	835,600.00		730,800.00		758,400.00
c. Unassigned/Unappropriated	9790	4,126,357.14		4,350,164.14		4,304,165.14
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
		4,961,957.14		5,080,964.14		5,062,565.14
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Other adjustments are related to the reinstatement of expenses temporarily covered by COVID one time funding.						

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	2,441,720.00	-64.06%	877,640.00	0.00%	877,640.00
3. Other State Revenues	8300-8599	2,733,239.00	-37.72%	1,702,168.00	0.00%	1,702,168.00
4. Other Local Revenues	8600-8799	2,325,100.00	-53.76%	1,075,100.00	0.00%	1,075,100.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	3,684,038.00	2.75%	3,785,363.00	1.45%	3,840,239.00
6. Total (Sum lines A1 thru A5c)		11,184,097.00	-33.47%	7,440,271.00	0.74%	7,495,147.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				2,474,670.00		1,856,334.00
b. Step & Column Adjustment				24,747.00		18,563.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(643,083.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	2,474,670.00	-24.99%	1,856,334.00	1.00%	1,874,897.00
2. Classified Salaries						
a. Base Salaries				1,494,055.00		1,364,104.00
b. Step & Column Adjustment				14,941.00		13,641.00
c. Cost-of-Living Adjustment				(144,892.00)		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	1,494,055.00	-8.70%	1,364,104.00	1.00%	1,377,745.00
3. Employee Benefits	3000-3999	2,479,753.00	-7.93%	2,283,202.00	0.99%	2,305,874.00
4. Books and Supplies	4000-4999	1,428,049.00	-67.16%	468,940.00	0.00%	468,940.00
5. Services and Other Operating Expenditures	5000-5999	2,182,905.00	-38.40%	1,344,738.00	0.00%	1,344,738.00
6. Capital Outlay	6000-6999	1,327,140.00	-94.19%	77,140.00	0.00%	77,140.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	45,813.00	0.00%	45,813.00	0.00%	45,813.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		11,432,385.00	-34.92%	7,440,271.00	0.74%	7,495,147.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(248,288.00)		0.00		0.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		1,349,919.12		1,101,631.12		1,101,631.12
2. Ending Fund Balance (Sum lines C and D1)		1,101,631.12		1,101,631.12		1,101,631.12
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	1,101,631.12		1,101,631.12		1,101,631.12
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance		1,101,631.12		1,101,631.12		1,101,631.12
(Line D3f must agree with line D2)						

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Other adjustments are the removal of one time expenses related to COVID funding sources.						

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	20,334,244.00	-2.47%	19,831,177.00	2.97%	20,421,005.00
2. Federal Revenues	8100-8299	2,441,720.00	-64.06%	877,640.00	0.00%	877,640.00
3. Other State Revenues	8300-8599	3,108,034.00	-33.17%	2,076,963.00	0.00%	2,076,963.00
4. Other Local Revenues	8600-8799	2,888,266.00	-43.28%	1,638,266.00	0.00%	1,638,266.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		28,772,264.00	-15.11%	24,424,046.00	2.41%	25,013,874.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				9,742,601.00		9,350,790.00
b. Step & Column Adjustment				97,426.00		93,508.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(489,237.00)		470,025.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	9,742,601.00	-4.02%	9,350,790.00	6.03%	9,914,323.00
2. Classified Salaries						
a. Base Salaries				3,884,358.00		3,778,310.00
b. Step & Column Adjustment				38,844.00		37,783.00
c. Cost-of-Living Adjustment				(144,892.00)		0.00
d. Other Adjustments				0.00		58,438.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	3,884,358.00	-2.73%	3,778,310.00	2.55%	3,874,531.00
3. Employee Benefits	3000-3999	6,007,755.00	1.94%	6,124,214.00	2.58%	6,282,063.00
4. Books and Supplies	4000-4999	2,028,555.00	-47.28%	1,069,446.00	6.40%	1,137,858.00
5. Services and Other Operating Expenditures	5000-5999	4,451,319.00	-18.83%	3,613,152.00	0.93%	3,646,652.00
6. Capital Outlay	6000-6999	1,378,882.00	-90.65%	128,882.00	0.00%	128,882.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	70,000.00	0.00%	70,000.00	0.00%	70,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(12,940.00)	482.93%	(75,431.00)	0.00%	(75,431.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	300,576.00	0.00%	300,576.00	0.00%	300,576.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		27,851,106.00	-12.54%	24,359,939.00	3.77%	25,279,454.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)</b>						
		921,158.00		64,107.00		(265,580.00)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		6,481,968.26		7,403,126.26		7,467,233.26
2. Ending Fund Balance (Sum lines C and D1)		7,403,126.26		7,467,233.26		7,201,653.26
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		15,000.00		15,000.00
b. Restricted	9740	1,101,631.12		1,101,631.12		1,101,631.12
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	1,339,538.00		1,269,638.00		1,022,457.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	835,600.00		730,800.00		758,400.00
2. Unassigned/Unappropriated	9790	4,126,357.14		4,350,164.14		4,304,165.14
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		7,403,126.26		7,467,233.26		7,201,653.26



Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	835,600.00		730,800.00		758,400.00
c. Unassigned/Unappropriated	9790	4,126,357.14		4,350,164.14		4,304,165.14
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		4,961,957.14		5,080,964.14		5,062,565.14
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		17.82%		20.86%		20.03%
<b>F. RECOMMENDED RESERVES</b>						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		1,769.42		1,769.42		1,769.42
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		27,851,106.00		24,359,939.00		25,279,454.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		27,851,106.00		24,359,939.00		25,279,454.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		835,533.18		730,798.17		758,383.62
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		835,533.18		730,798.17		758,383.62
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	9,725.00	0.00	0.00	(12,940.00)				
Other Sources/Uses Detail					0.00	300,576.00		
Fund Reconciliation							75,000.00	0.00
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	200.00	0.00	2,976.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	30.00	0.00	9,964.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	75,000.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	(9,955.00)	0.00	0.00				
Other Sources/Uses Detail					76,856.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					223,720.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
<b>TOTALS</b>	<b>9,955.00</b>	<b>(9,955.00)</b>	<b>12,940.00</b>	<b>(12,940.00)</b>	<b>300,576.00</b>	<b>300,576.00</b>	<b>75,000.00</b>	<b>75,000.00</b>

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	9,895.00	0.00	0.00	(12,940.00)				
Other Sources/Uses Detail					0.00	300,576.00		
Fund Reconciliation								
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	200.00	0.00	2,976.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	30.00	0.00	9,964.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	(10,125.00)	0.00	0.00				
Other Sources/Uses Detail					76,856.00	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					223,720.00	0.00		
Fund Reconciliation								
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
<b>TOTALS</b>	<b>10,125.00</b>	<b>(10,125.00)</b>	<b>12,940.00</b>	<b>(12,940.00)</b>	<b>300,576.00</b>	<b>300,576.00</b>		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's ADA Standard Percentage Level:

**1A. Calculating the District's ADA Variances**

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2018-19)				
District Regular	1,809	1,850		
Charter School				
<b>Total ADA</b>	<b>1,809</b>	<b>1,850</b>	<b>N/A</b>	<b>Met</b>
Second Prior Year (2019-20)				
District Regular	1,850	1,856		
Charter School				
<b>Total ADA</b>	<b>1,850</b>	<b>1,856</b>	<b>N/A</b>	<b>Met</b>
First Prior Year (2020-21)				
District Regular	1,865	1,856		
Charter School		0		
<b>Total ADA</b>	<b>1,865</b>	<b>1,856</b>	<b>0.5%</b>	<b>Met</b>
Budget Year (2021-22)				
District Regular	1,856			
Charter School	0			
<b>Total ADA</b>	<b>1,856</b>			

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:  
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

**2. CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2018-19)				
District Regular		1,917	2,354	
Charter School				
<b>Total Enrollment</b>		<b>1,917</b>	<b>2,354</b>	<b>N/A</b>
Second Prior Year (2019-20)				
District Regular		1,960	2,383	
Charter School				
<b>Total Enrollment</b>		<b>1,960</b>	<b>2,383</b>	<b>N/A</b>
First Prior Year (2020-21)				
District Regular		1,973	1,874	
Charter School				
<b>Total Enrollment</b>		<b>1,973</b>	<b>1,874</b>	<b>5.0%</b>
Budget Year (2021-22)				
District Regular		1,874		
Charter School				
<b>Total Enrollment</b>		<b>1,874</b>		

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Enrollment was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

**Explanation:**  
(required if NOT met)

Variance due to declining enrollment as a result of COVID impact.

- 1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

**Explanation:**  
(required if NOT met)

**3. CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2018-19)			
District Regular	1,850	2,354	
Charter School		0	
<b>Total ADA/Enrollment</b>	<b>1,850</b>	<b>2,354</b>	<b>78.6%</b>
Second Prior Year (2019-20)			
District Regular	1,856	2,383	
Charter School			
<b>Total ADA/Enrollment</b>	<b>1,856</b>	<b>2,383</b>	<b>77.9%</b>
First Prior Year (2020-21)			
District Regular	1,856	1,874	
Charter School	0		
<b>Total ADA/Enrollment</b>	<b>1,856</b>	<b>1,874</b>	<b>99.0%</b>
Historical Average Ratio:			85.2%
<b>District's ADA to Enrollment Standard (historical average ratio plus 0.5%):</b>			<b>85.7%</b>

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2021-22)				
District Regular	1,769	1,874		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>1,769</b>	<b>1,874</b>	<b>94.4%</b>	<b>Not Met</b>
1st Subsequent Year (2022-23)				
District Regular	1,769	1,874		
Charter School				
<b>Total ADA/Enrollment</b>	<b>1,769</b>	<b>1,874</b>	<b>94.4%</b>	<b>Not Met</b>
2nd Subsequent Year (2023-24)				
District Regular	1,769	1,874		
Charter School				
<b>Total ADA/Enrollment</b>	<b>1,769</b>	<b>1,874</b>	<b>94.4%</b>	<b>Not Met</b>

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio is above the standard for one or more of the budget or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

**Explanation:**  
(required if NOT met)

Average ratio is skewed due the ADA hold harmless as a result of COVID impact.



**4. CRITERION: LCFF Revenue**

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

<sup>1</sup> Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

**4A. District's LCFF Revenue Standard**

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

**4A1. Calculating the District's LCFF Revenue Standard**

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

**Projected LCFF Revenue**

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
<b>Step 1 - Change in Population</b>				
a. ADA (Funded) (Form A, lines A6 and C4)	1,863.62	1,863.62	1,776.93	1,776.93
b. Prior Year ADA (Funded)		1,863.62	1,863.62	1,776.93
c. Difference (Step 1a minus Step 1b)		0.00	(86.69)	0.00
d. Percent Change Due to Population (Step 1c divided by Step 1b)		0.00%	-4.65%	0.00%
<b>Step 2 - Change in Funding Level</b>				
a. Prior Year LCFF Funding				
b1. COLA percentage				
b2. COLA amount (proxy for purposes of this criterion)		0.00	0.00	0.00
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		0.00%	0.00%	0.00%
<b>Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)</b>				
		0.00%	-4.65%	0.00%
<b>LCFF Revenue Standard (Step 3, plus/minus 1%):</b>		<b>-1.00% to 1.00%</b>	<b>-5.65% to -3.65%</b>	<b>-1.00% to 1.00%</b>

**4A2. Alternate LCFF Revenue Standard - Basic Aid**

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

**Basic Aid District Projected LCFF Revenue**

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	12,968,694.00	12,968,694.00	12,968,694.00	12,968,694.00
Percent Change from Previous Year		N/A	N/A	N/A
<b>Basic Aid Standard (percent change from previous year, plus/minus 1%):</b>		N/A	N/A	N/A

**4A3. Alternate LCFF Revenue Standard - Necessary Small School**

DATA ENTRY: All data are extracted or calculated.

**Necessary Small School District Projected LCFF Revenue**

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
<b>Necessary Small School Standard (COLA Step 2c, plus/minus 1%):</b>	N/A	N/A	N/A

**4B. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	21,596,116.00	22,454,374.00	21,951,300.00	22,541,128.00
District's Projected Change in LCFF Revenue:		3.97%	-2.24%	2.69%
<b>LCFF Revenue Standard:</b>		<b>-1.00% to 1.00%</b>	<b>-5.65% to -3.65%</b>	<b>-1.00% to 1.00%</b>
<b>Status:</b>		Not Met	Not Met	Not Met

**4C. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

**Explanation:**  
(required if NOT met)

Standard not met due to declining enrollment and change in COLA in Governor's proposed budget.

**5. CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2018-19)	13,229,046.59	16,699,834.35	79.2%
Second Prior Year (2019-20)	13,864,915.93	16,956,052.14	81.8%
First Prior Year (2020-21)	13,908,006.35	16,985,443.86	81.9%
	Historical Average Ratio:		81.0%

District's Reserve Standard Percentage (Criterion 10B, Line 4):	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	3.0%	3.0%	3.0%
	<b>78.0% to 84.0%</b>	<b>78.0% to 84.0%</b>	<b>78.0% to 84.0%</b>

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2021-22)	13,186,236.00	16,118,145.00	81.8%	Met
1st Subsequent Year (2022-23)	13,749,674.00	16,619,092.00	82.7%	Met
2nd Subsequent Year (2023-24)	14,512,401.00	17,483,731.00	83.0%	Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**6. CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

**6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges**

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	0.00%	-4.65%	0.00%
<b>2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):</b>	<b>-10.00% to 10.00%</b>	<b>-14.65% to 5.35%</b>	<b>-10.00% to 10.00%</b>
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-5.00% to 5.00%	-9.65% to .35%	-5.00% to 5.00%

**6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)**

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)</b>			
First Prior Year (2020-21)	2,429,603.22		
Budget Year (2021-22)	2,441,720.00	0.50%	No
1st Subsequent Year (2022-23)	877,640.00	-64.06%	Yes
2nd Subsequent Year (2023-24)	877,640.00	0.00%	No

**Explanation:**  
(required if Yes)

Variance due to removal of COVID resources.

<b>Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)</b>			
First Prior Year (2020-21)	3,943,057.33		
Budget Year (2021-22)	3,108,034.00	-21.18%	Yes
1st Subsequent Year (2022-23)	2,076,963.00	-33.17%	Yes
2nd Subsequent Year (2023-24)	2,076,963.00	0.00%	No

**Explanation:**  
(required if Yes)

Variance due to removal of COVID resources.

<b>Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)</b>			
First Prior Year (2020-21)	1,796,780.32		
Budget Year (2021-22)	2,888,266.00	60.75%	Yes
1st Subsequent Year (2022-23)	1,638,266.00	-43.28%	Yes
2nd Subsequent Year (2023-24)	1,638,266.00	0.00%	No

**Explanation:**  
(required if Yes)

Variance due to removal of one time grant.

<b>Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)</b>			
First Prior Year (2020-21)	2,936,145.62		
Budget Year (2021-22)	2,028,555.00	-30.91%	Yes
1st Subsequent Year (2022-23)	1,069,446.00	-47.28%	Yes
2nd Subsequent Year (2023-24)	1,137,858.00	6.40%	Yes

**Explanation:**  
(required if Yes)

Variance due to removal of one time expenses.

**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)**

First Prior Year (2020-21)	4,108,105.67		
Budget Year (2021-22)	4,451,319.00	8.35%	Yes
1st Subsequent Year (2022-23)	3,613,152.00	-18.83%	Yes
2nd Subsequent Year (2023-24)	3,646,652.00	0.93%	No

**Explanation:**  
(required if Yes)

Variance due to removal of one time expenses.

**6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
<b>Total Federal, Other State, and Other Local Revenue (Criterion 6B)</b>			
First Prior Year (2020-21)	8,169,440.87		
Budget Year (2021-22)	8,438,020.00	3.29%	Met
1st Subsequent Year (2022-23)	4,592,869.00	-45.57%	Not Met
2nd Subsequent Year (2023-24)	4,592,869.00	0.00%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)</b>			
First Prior Year (2020-21)	7,044,251.29		
Budget Year (2021-22)	6,479,874.00	-8.01%	Met
1st Subsequent Year (2022-23)	4,682,598.00	-27.74%	Not Met
2nd Subsequent Year (2023-24)	4,784,510.00	2.18%	Met

**6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Federal Revenue  
(linked from 6B  
if NOT met)

Variance due to removal of COVID resources.

**Explanation:**  
Other State Revenue  
(linked from 6B  
if NOT met)

Variance due to removal of COVID resources.

**Explanation:**  
Other Local Revenue  
(linked from 6B  
if NOT met)

Variance due to removal of one time grant.

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Books and Supplies  
(linked from 6B  
if NOT met)

Variance due to removal of one time expenses.

**Explanation:**  
**Services and Other Exps**  
(linked from 6B  
if NOT met)

Variance due to removal of one time expenses.

**7. CRITERION: Facilities Maintenance**

**STANDARD:** Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

**NOTE:** EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Per SB 98 and SB 820 of 2020, resources 3210, 3215, 3220, 5316, 7027, 7420, and 7690 are excluded from the total general fund expenditures calculation.

**DATA ENTRY:** Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3210, 3215, 3220, 5316, 7027, 7420, and 7690)	26,433,564.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)				
c. Net Budgeted Expenditures and Other Financing Uses	26,433,564.00	3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution <sup>1</sup> to the Ongoing and Major Maintenance Account	Status
		793,006.92	751,930.00	Not Met

<sup>1</sup> Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998) |
| <input type="checkbox"/>            | Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])                               |
| <input checked="" type="checkbox"/> | Other (explanation must be provided)  |

**Explanation:**  
(required if NOT met  
and Other is marked)

District anticipates underspending. Actual contribution will be adjusted to actual expenditures.

**8. CRITERION: Deficit Spending**

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in two out of three prior fiscal years.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2018-19)	Second Prior Year (2019-20)	First Prior Year (2020-21)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	1,227,019.00	1,222,073.16	833,000.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	855,948.11	2,346,656.74	2,933,613.04
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	(118,398.92)	0.00
e. Available Reserves (Lines 1a through 1d)	2,082,967.11	3,450,330.98	3,766,613.04
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	24,540,370.71	24,744,213.30	27,768,306.06
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	24,540,370.71	24,744,213.30	27,768,306.06
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	8.5%	13.9%	13.6%
<b>District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):</b>	<b>2.8%</b>	<b>4.6%</b>	<b>4.5%</b>

<sup>1</sup>Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2018-19)	547,982.99	16,843,735.38	N/A	Met
Second Prior Year (2019-20)	2,507.78	17,258,802.31	N/A	Met
First Prior Year (2020-21)	(554,799.86)	17,286,019.86	3.2%	Met
Budget Year (2021-22) (Information only)	1,169,446.00	16,418,721.00		

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

**Explanation:**  
(required if NOT met)

**9. CRITERION: Fund Balance**

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level <sup>1</sup>	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

<sup>1</sup> Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

**9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages**

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance <sup>2</sup> (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level	Status
	Original Budget	Estimated/Unaudited Actuals	(If overestimated, else N/A)	
Third Prior Year (2018-19)	3,847,983.40	5,136,358.23	N/A	Met
Second Prior Year (2019-20)	4,577,559.97	5,684,341.22	N/A	Met
First Prior Year (2020-21)	5,503,099.40	5,686,849.00	N/A	Met
Budget Year (2021-22) (Information only)	5,132,049.14			

<sup>2</sup> Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

**9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

**Explanation:**  
(required if NOT met)



**10. CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$71,000 (greater of)	0	to	300
4% or \$71,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

<sup>1</sup> Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	1,769	1,769	1,769
<b>District's Reserve Standard Percentage Level:</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
  - Enter the name(s) of the SELPA(s): \_\_\_\_\_

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

**10B. Calculating the District's Reserve Standard**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	27,851,106.00	24,359,939.00	25,279,454.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	27,851,106.00	24,359,939.00	25,279,454.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	835,533.18	730,798.17	758,383.62
6. Reserve Standard - by Amount (\$71,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. <b>District's Reserve Standard (Greater of Line B5 or Line B6)</b>	<b>835,533.18</b>	<b>730,798.17</b>	<b>758,383.62</b>

**10C. Calculating the District's Budgeted Reserve Amount**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.  
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	835,600.00	730,800.00	758,400.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	4,126,357.14	4,350,164.14	4,304,165.14
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	4,961,957.14	5,080,964.14	5,062,565.14
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	17.82%	20.86%	20.03%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>835,533.18</b>	<b>730,798.17</b>	<b>758,383.62</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

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**SUPPLEMENTAL INFORMATION**

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

No

1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

**S3. Use of Ongoing Revenues for One-time Expenditures**

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

No

1b. If Yes, identify the expenditures:

**S4. Contingent Revenues**

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%  
or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>				
First Prior Year (2020-21)	(3,713,114.00)			
Budget Year (2021-22)	(3,684,038.00)	(29,076.00)	-0.8%	Met
1st Subsequent Year (2022-23)	(3,785,363.00)	101,325.00	2.8%	Met
2nd Subsequent Year (2023-24)	(3,840,239.00)	54,876.00	1.4%	Met
<b>1b. Transfers In, General Fund *</b>				
First Prior Year (2020-21)	0.00			
Budget Year (2021-22)	0.00	0.00	0.0%	Met
1st Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2023-24)	0.00	0.00	0.0%	Met
<b>1c. Transfers Out, General Fund *</b>				
First Prior Year (2020-21)	300,576.00			
Budget Year (2021-22)	300,576.00	0.00	0.0%	Met
1st Subsequent Year (2022-23)	300,576.00	0.00	0.0%	Met
2nd Subsequent Year (2023-24)	300,576.00	0.00	0.0%	Met

1d. **Impact of Capital Projects**  
Do you have any capital projects that may impact the general fund operational budget? No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

--

1d. NO - There are no capital projects that may impact the general fund operational budget.

**Project Information:**  
(required if YES)


**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?  
(If No, skip item 2 and Sections S6B and S6C)

Yes
-----

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2021
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Leases	3	Developer Fees	7438/7439	656,944
Certificates of Participation				
General Obligation Bonds	26	FD 51	7438/7439	34,484,235
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2021
<b>TOTAL:</b>				35,141,179

Type of Commitment (continued)	Prior Year (2020-21) Annual Payment (P & I)	Budget Year (2021-22) Annual Payment (P & I)	1st Subsequent Year (2022-23) Annual Payment (P & I)	2nd Subsequent Year (2023-24) Annual Payment (P & I)
Leases				
Certificates of Participation				
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
<b>Total Annual Payments:</b>	0	0	0	0
<b>Has total annual payment increased over prior year (2020-21)?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

---

**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

---

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

**Explanation:**  
(required if Yes  
to increase in total  
annual payments)

---

**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

---

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

- 2.

No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

**Explanation:**  
(required if Yes)

**S7. Unfunded Liabilities**

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

Yes

2. For the district's OPEB:  
a. Are they lifetime benefits?

No

b. Do benefits continue past age 65?

No

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

Pay-as-you-go

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund		Governmental Fund
0		0

4. OPEB Liabilities

- a. Total OPEB liability
- b. OPEB plan(s) fiduciary net position (if applicable)
- c. Total/Net OPEB liability (Line 4a minus Line 4b)
- d. Is total OPEB liability based on the district's estimate or an actuarial valuation?
- e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation

6,511,370.00
779,368.00
5,732,002.00
Actuarial
Jun 30, 2020

5. OPEB Contributions

- a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method
- b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)
- c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)
- d. Number of retirees receiving OPEB benefits

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
a.	763,248.00	791,557.00	820,888.00
b.	185,655.00	185,655.00	185,655.00
c.	102,312.00	117,075.00	138,185.00
d.	59	59	59



**S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No
----

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

--

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs  
b. Unfunded liability for self-insurance programs


4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs  
b. Amount contributed (funded) for self-insurance programs

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

**S8. Status of Labor Agreements**

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:**

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of certificated (non-management) full-time-equivalent (FTE) positions	123.3			

Data must be entered for all years.

**Certificated (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No
----

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

FY 2019-20 negotiations open.
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Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

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2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?


If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?


If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date: 



 End Date:

5. Salary settlement:

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			

**One Year Agreement**

Total cost of salary settlement			
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% change in salary schedule from prior year  
or

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**Multiyear Agreement**

Total cost of salary settlement			
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% change in salary schedule from prior year  
(may enter text, such as "Reopener")

--

Identify the source of funding that will be used to support multiyear salary commitments:

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**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits	88,000		
	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
7. Amount included for any tentative salary schedule increases	0	0	0

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are costs of H&W benefit changes included in the budget and MYPs?	No	No	No
2. Total cost of H&W benefits	Capped at \$8448 per FTE	Capped at \$8448 per FTE	Capped at \$8448 per FTE
3. Percent of H&W cost paid by employer	Capped at \$8448 per FTE	Capped at \$8448 per FTE	Capped at \$8448 per FTE
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

**Certificated (Non-management) Prior Year Settlements**

Are any new costs from prior year settlements included in the budget? If Yes, amount of new costs included in the budget and MYPs If Yes, explain the nature of the new costs:	No		
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**Certificated (Non-management) Step and Column Adjustments**

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	88,000	88,000	88,000
3. Percent change in step & column over prior year	1.0%	1.0%	1.0%

**Certificated (Non-management) Attrition (layoffs and retirements)**

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are savings from attrition included in the budget and MYPs?	No	No	No
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	No	No	No

**Certificated (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of classified (non-management) FTE positions	99.2			

Data must be entered for all years.

**Classified (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

FY 2019-20 negotiations open

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?  
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?  
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			

**One Year Agreement**

Total cost of salary settlement		
% change in salary schedule from prior year		

or

**Multiyear Agreement**

Total cost of salary settlement		
% change in salary schedule from prior year (may enter text, such as "Reopener")		

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

7. Amount included for any tentative salary schedule increases

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
	0	0	0

**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
No	No	No
Capped at \$8448 per FTE	Capped at \$8448 per FTE	Capped at \$8448 per FTE
Capped at \$8448 per FTE	Capped at \$8448 per FTE	Capped at \$8448 per FTE
0.0%	0.0%	0.0%

**Classified (Non-management) Prior Year Settlements**

- Are any new costs from prior year settlements included in the budget?  
If Yes, amount of new costs included in the budget and MYPs  
If Yes, explain the nature of the new costs:

No		
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**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
40,000	40,000	40,000
0.0%	0.0%	0.0%

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
No	No	No
No	No	No

**Classified (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

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**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of management, supervisor, and confidential FTE positions	26.5			

Data must be entered for all years.

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

n/a

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

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If n/a, skip the remainder of Section S8C.

**Negotiations Settled**

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

**Negotiations Not Settled**

3. Cost of a one percent increase in salary and statutory benefits

--

4. Amount included for any tentative salary schedule increases

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Amount included for any tentative salary schedule increases			

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Are costs of H&W benefit changes included in the budget and MYPs?			
Total cost of H&W benefits			
Percent of H&W cost paid by employer			
Percent projected change in H&W cost over prior year			

**Management/Supervisor/Confidential Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Are step & column adjustments included in the budget and MYPs?			
Cost of step and column adjustments			
Percent change in step & column over prior year			

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Are costs of other benefits included in the budget and MYPs?			
Total cost of other benefits			
Percent change in cost of other benefits over prior year			

**S9. Local Control and Accountability Plan (LCAP)**

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?

Yes
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2. Adoption date of the LCAP or an update to the LCAP.

Jun 22, 2021
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**S10. LCAP Expenditures**

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

Yes
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**ADDITIONAL FISCAL INDICATORS**

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The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- A1.** Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?
- A2.** Is the system of personnel position control independent from the payroll system?
- A3.** Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)
- A4.** Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?
- A5.** Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
- A6.** Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
- A7.** Is the district's financial system independent of the county office system?
- A8.** Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)
- A9.** Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

**Comments:**  
(optional)

Chief Business Official on medical leave and Interim Chief Business Official in place.
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**End of School District Budget Criteria and Standards Review**

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SACS2021 Financial Reporting Software - 2021.1.0  
6/4/2021 10:53:11 AM

34-67413-0000000

July 1 Budget  
2020-21 Estimated Actuals  
Technical Review Checks

River Delta Joint Unified

Sacramento County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

### IMPORT CHECKS

CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate. EXCEPTION

ACCOUNT FD - RS - PY - GO - FN - OB	RESOURCE	OBJECT	VALUE
12-6105-0-0000-0000-9740	6105	9740	930.00
Explanation:Amount to be reviewed with year end close.			
01-6387-0-0000-0000-9740	6387	9740	75,000.00
Explanation:Amount to be reviewed with year end close.			
01-7010-0-0000-0000-9740	7010	9740	2,226.31
Explanation:Account to be reviewed with year end close.			
01-7422-0-0000-0000-9740	7422	9740	319,050.00
Explanation:Amount due to revenue received in 20-21 and being expended in 21-22.			

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT FD - RS - PY - GO - FN - OB	RESOURCE	OBJECT	VALUE
01-3220-0-0000-0000-9791	3220	9791	-112,093.73
01-7010-0-0000-0000-9791	7010	9791	2,226.31

### GENERAL LEDGER CHECKS

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
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13	5310	9790	-450.00
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Explanation: Amount to be reviewed with year end close.

## **SUPPLEMENTAL CHECKS**

### **EXPORT CHECKS**

Checks Completed.

SACS2021 Financial Reporting Software - 2021.1.0  
6/4/2021 11:16:06 AM

34-67413-0000000

July 1 Budget  
2021-22 Budget  
Technical Review Checks

River Delta Joint Unified

Sacramento County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

### IMPORT CHECKS

**CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate.** EXCEPTION

ACCOUNT				RESOURCE	OBJECT	VALUE
FD	RS	PY	GO - FN - OB			
12-6105-0-0000-0000-9740				6105	9740	930.00
Explanation:Amount to be reviewed with close of books.						
01-6387-0-0000-0000-9740				6387	9740	75,000.00
Explanation:Amount to be reviewed with close of books.						
01-7010-0-0000-0000-9740				7010	9740	2,226.31
Explanation:Amount to be reviewed with close of books.						
01-7422-0-0000-0000-9740				7422	9740	246,000.00
Explanation:Balance due to revenue received in 20-21 and expenses planned in 21-22						

**CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid:** EXCEPTION

ACCOUNT				RESOURCE	OBJECT	VALUE
FD	RS	PY	GO - FN - OB			
12-6105-0-0000-0000-9791				6105	9791	930.00
01-6387-0-0000-0000-9791				6387	9791	75,000.00
01-7010-0-0000-0000-9791				7010	9791	2,226.31
01-7422-0-0000-0000-9791				7422	9791	319,050.00

### GENERAL LEDGER CHECKS

**OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund:** EXCEPTION

<u>FUND</u>	<u>RESOURCE</u>	<u>OBJECT</u>	<u>VALUE</u>
01	0000	3502	-75,332.00

Explanation: Object negative due to a temporary offset line that will be distributed after the budget rolls.

## SUPPLEMENTAL CHECKS

## EXPORT CHECKS

Checks Completed.

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

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 and Special Meetings of the Board of Trustees on May 11, 2021 and May 26, 2021.

**BACKGROUND:**

Attached are the Minutes from the Regular and Special meetings of the Board of Trustees on May 11, 2021 and May 26, 2021.

**STATUS:**

The Board is to review for approve the minutes.

**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: 2 minutes

# RIVER DELTA UNIFIED SCHOOL DISTRICT

## MINUTES

### REGULAR MEETING

May 11, 2021

- 1. Call Open Session to Order** – President Stone called the Open Session of the meeting of the Board of Trustees to order at 5:31 p.m. on May 11, 2021. 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 Stone gave instructions on how the public is to address the Board during Public Comment or on any agendized item.

- 2. Roll Call of Members:**

Jennifer Stone, President  
Dan Mahoney, Vice President  
Marilyn Riley, Clerk  
Rafaela Casillas, Member  
Marcial Lamera, Member  
Wanda Apel, Member  
Randall Jelly, Member

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

- 3. Review Closed Session Agenda (see attached agenda)**

3.1 Board President Stone announced items on the Closed Session Agenda

3.2 Public Comment on Closed Session Agenda Items Only – None to report

- 4. Board President Stone asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 5:33 pm**

Member Riley moved to approve, *Member Lamera seconded. Motion carried by roll call Vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

- 5. Open Session was reconvened at 6:54 pm**

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 Stone

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

Board President Stone reported that, during Closed Session, the Board did not take any actions.

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

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

*Member Lamera moved to approve, Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

- 8. Public Comment:** Ms. Latimer greeted the Board and reported that there no general public comments. However, there is one public comment that will be read during Action Item 16.

#### **Reports, Presentations, Information**

9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –

9.1.1 Board Members' report(s) Member Lamera reported that he had the opportunity to facilitate the Spanish Town Hall Meetings at Bates Elementary, Walnut Grove Elementary along with Member Casillas. He commended Member Casillas for the fantastic job of facilitating these meetings relaying the District's stance to the Spanish

speaking community while encouraging the community members to express their thoughts, concerns and questions. Member Lamera expressed that he felt these meetings were extremely successful in that there was a high level of participation from the Spanish speaking community members. Historically, the level of participation from this population was very low. Member Lamera noted that he attended the other Town Hall meetings either in-person or virtually via Zoom. He recognized the Board members who participated in the Town Hall meetings, as well as the community members who provided input and rallied to keep their schools open.

Member Lamera voiced his stance on the School Closure topic, stating that he will not support closing any schools in the District as he was a victim of the school closure at Clarksburg Elementary School 15 years prior. He does not want to put this added stress on any students. He hopes the District will move in the direction of recovering the Districtwide learning loss that transpired during the pandemic. Member Lamera commented that as a Board member, he would like to hold Bates Elementary School, Walnut Grove Elementary School and Riverview Middle School accountable for the actions presented in their improvement plans. He would also like to find areas in the general budget for additional cuts to help with the 2023-2024 budget projections.

Member Lamera stated that, although it is the Board's responsibility to make difficult decisions to ensure the District remains solvent, it is also the Board's responsibility to represent their constituents effectively when making large impactful decisions.

Member Riley reported that she and Member Mahoney facilitated the Town Hall Meeting at Rio Vista High School. She thanked all those who attended and provided their input.

Member Riley reported that she attended the Rio Vista High School Swim Team's finals. She stated that her granddaughters and family members provided a barbeque for the swimmers to celebrate their season.

Member Casillas reported that as the Trustee that represents Area 3, the Walnut Grove School attendance area, she wanted to be clear that her personal opinion is that Walnut Grove Elementary School should not be on the list of schools for potential closure. She stated that the data shows that the enrollment, academic achievement, the positive school climate, school culture, and the unity of the staff members along with the community members are healthier than they have been in ten years. She stated that, after listening to her Spanish and English-speaking constituents, it is very clear that they deserve the respect and set aside Bond funds to upgrade and renovate the school and to keep it open for many years. Member Casillas reiterated her belief that Walnut Grove Elementary School should have never been placed on the potential closure list. She is in opposition to closing any of the District schools and she affords those on the potential closure list time to increase enrollment and improve the academics.

Member Jelly reported that she does not support the closure of Walnut Grove Elementary School.

Board President Stone shared the same sentiments of her colleagues stating that there were wonderful suggestions received at the Town Hall meetings and the principals should be given the opportunity to make the improvements.

## 9.1.2 Committee reports

9.1.2.1 Facilities Planning Steering Committee – Jennifer Stone, Board President reported that the committee has not had the opportunity meet. She mentioned that and now that the Town Hall meetings have concluded, it would be interesting to review the data gathered from these meetings and formulate a plan moving forward. Therefore, there is nothing to report.

9.1.2.2 School Closure Discussion – President Stone stated that many of the Board members have already voiced their opinions on the topic of school closures and encouraged the others to share their thoughts. President Stone noted the feedback and suggestions from the meetings should be used to create a plan and the opportunity should be given to the school sites to make the changes needed for improvement.

Member Lamera stated that he liked the plans that each one of the three principals provided for their improvements. He would like the principals to have the chance to implement these plans.

Member Jelly indicated that she is a member of the Riverview School Site Council and she has witnessed Mrs. Rossi implementing these ideas. Member Jelly has seen progress at Riverview Middle School.

Member Stone acknowledged that the Board had determined that the timeline for school closure provided by the California Department of Education (CDE) would be utilized as a template. Although, President Stone does not want to abandon the idea of a permanent school closure but use this time for the implementation of the plans. Member Stone believes that meetings need to be held to establish goals that can be evaluated at a later date and hold the principals accountable for the improvements at their site.

Member Mahoney agreed with President Stone. Member Mahoney mentioned that the energy at the Town Hall meetings was incredible and he would like to see this level of energy and enthusiasm continue. Member Mahoney stated that “status quo” will not work in keeping the District fiscally solvent; enrollment number must be increased. Member Mahoney feels that the plan for Bates Elementary School has the potential of being very successful. However, if the numbers do not increase with the implementation, a completely different conversation will need to be held.

Member Lamera is in agreement to conduct check-ins periodically to evaluate their progress and provide support.

Board President Stone mentioned that Site Plans for Student Achievement (SPSA) will be presented to the Board in June. The sites SPSA should indicate how they plan to remedy the issues at hand. She noted that Summer break is just around the corner and we probably will not see any improvements until approximately September. September may be a good time to start the evaluation process. Member Lamera agreed, adding that November or December may be a good time to revisit the closure conversation as indicated in the CDE timeline.

Superintendent Wright asked the Board for clarification. She asked if they are requesting to be aware of the site goals, how much progress has been made towards the goals, monitor these goals and make suggestions to support the plans. Mrs. Wright likes the idea of moving forward with a positive mind set, and to work collaboratively setting up a rigorous check-in period. Meetings should be geared around school improvement and possibly including staff members, school site council members, whomever is needed to provide input on how the plans are progressing. She suggested the possibility of holding Town Hall meetings to obtain input from the community members of their prospective on how these plans are making progress.

Member Apel indicated that the goals need to have measurable benchmarks so improvements can be seen and that we are not relying on someone’s word that improvements have been achieved. President Stone was in agreement.

Superintendent Wright asked for the Board’s direction moving forward. She asked if it is their intention to table the closure and work on school improvements. The consensus of the Board is to allow the schools time to implement their improvement plans and evaluate them later in the calendar year. Walnut Grove Elementary School has been removed from the discussion of school closures to focus the energy in supporting Bates Elementary School and Riverview Middle School.

- 9.1.3 Superintendent Wright’s report(s) – Superintendent Wright reported that this last month has been busy and productive. District staff has had their initial meeting with RGM Kramer to discuss the next steps moving forward with Bond projects.



Superintendent Wright announced that eight Town Hall meetings have been held in four of communities to provide community members the opportunity to address the Board regarding the potential school closures. She thanked all who attended including staff members either in-person or via Zoom. She also thanked those who worked additional hours to set up the hybrid meeting model. The hybrid meeting model allowed the District the ability to offer the meeting both in-person and Zoom simultaneously.

Superintendent Wright noted that negotiations sessions have been held with both RDUTA and CSEA and they have had great discussions on MOU language, as well as contract language. She said that she felt very lucky to have great teams to work with.

Superintendent Wright reported that the first round of Chief Business Officer (CBO) interviews has been conducted and is looking forward to the second round later this week. She thanked Ryland Consulting and Vina Guzman for the help she has provided the District as the Interim, CBO.

Superintendent Wright mentioned that a significant amount of time has been dedicated to writing the narratives for the 2021-2022 LCAP and will be sending it to the Sacramento County Office of Education (SCOE) for review. This has been a very difficult LCAP to write with the lapse of normalcy due to Covid-19.

Lastly, she reported that she has been working with the City of Rio Vista to advertise their vaccination clinic for those 16 years and older. All three counties are requesting the District provide a physical location and volunteers if requested to provide vaccination clinics for those 12 years and older. She has been working with the City in coordinating a couple of grant opportunities of approximately \$50,000 in total funds for the Rio Vista Schools. The grant application requires the school sites to specify a project they would like to complete. If approved, they will work with the City to complete their projects. They are waiting to hear if their grant applications have been accepted.

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 – Sharon Silva, Chief Business Officer, Chief Business Officer; Ken Gaston, Director of MOT

9.2.1 Monthly Financial Report – Vina Guzman, Interim Chief Business Officer reported as submitted. Member Mahoney commended Sharon Silva and Ken Gaston for working with the City of Rio Vista last June, finding errors in the billing. On this month's billing, it showed a substantial reduction the costs.

9.2.2 Presentation Regarding GO Bond Sale for SFID #1 and SFID #2 – Matt Kolker, Governmental Financial Strategies thanked those who attend the Bond sale. He provided the Board with an overview of the Bond Sale process. He stated that there were five bids on Measure J and four bids on Measure K. The winning bid for both Measure J and Measure K was from Citigroup.

9.2.3 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT, Mr. Gaston reported as submitted.

9.3 Education Services' and Special Education Reports and/or Presentation(s) - Nicole Latimer, Chief Educational Services Officer and Tom Anderson, Director of Special Education

9.3.1 Educational Services Update – Nicole Latimer, Chief Educational Services Officer greeted the Board and was apologetic that her updated did not include a presentation with pictures of the students. Ms. Latimer reported that the Educational Services Department is working diligently in getting the Summer Programs up and running. She has been working on completing the LCAP and the District Services Agreement (DSA) for Migrant Education. End of year processes are high on the priority list for all those in her department.

9.3.2 Academic Resource Center (ARC), Nicole Latimer, Chief Educational Services Officer reported that ARC is one of the programs that will focus on closing the academic learning gap due to Covid-19 and support existing educational needs of the students in the district. ARC is very similar to what you might see on a college campus, where

students would make an appointment and get one on one support service. A list of sessions can be found online. A student can sign-up for a group session focused on a specific subject. This will be a positive way for staff and students to work together meeting the needs of students. ARC will be offered as an after-school program. However, there are many pieces that need to be reviewed, such as transportation and staffing. She hopes to implement ARC on both secondary campuses and trickle down with some form of ARC type program for the elementary school at a later date.

- 9.3.3 Special Education Update – Tom Anderson, Director of Special Education reported that the end of the school year tends to be a little on the crazy, aside with all that needs to be accomplished prior to Summer Break. He thanked the teachers, instructional aides, all the related service providers and administrators, for this time of year they do dozens, if not hundreds, of IEPs for students in preparations for programming in the next school year. Mr. Anderson noted that we are required by Special Education law to provide Extended School Year (ESY) programs for students who maybe at a high risk of regression and learning loss. This year, due to the CARES Act, there will potentially be an additional ten days of instruction. This additional program will be open to not only Special Education students that typically attend ESY, but to those who may not normally have this privilege. Mr. Anderson mentioned that there are a few items later in the agenda that are relate to social and emotional health. He stated that, although we have focused on this topic for many years, there has been a renewed focus as the students come back to school.

9.4 River Delta Unified Teachers Association (RDUTA) Update – Marsha Montgomery, RDUTA President greeted the Board and Superintendent Wright. She reported that everyone is winding down for the end of the school year and getting ready for the Summer School. The union is continuing negotiations and they are in the process of electing a new Union Board.

9.5 California State Employees Association (CSEA) Chapter #319 Update – Melinda Barkman, CSEA President submitted a update read by Nicole Latimer, Chief Educational Services Officer. She reported that the CSEA team and the District are still in contract negotiations and is hoping to be completed soon.

9.6 Public Hearing regarding the dedication and naming of the Fitness and Wellness Center at Rio Vista High School – Fitness and Wellness Center – In Memory of Elizabeth McCormack – Victoria Turk, Rio Vista High School Principal

**Open Hearing:** 7:54pm

**Public Comment:** Victoria Turk gave an explanation on how the grants were received for both the first and second awards for the Rio Vista High School Library. She spoke of the additional grant received by the same donors for the Fitness and Wellness Center. Due to the foundations ongoing support for Rio Vista High School and the health and wellbeing of our students, Rio Vista High School stakeholders including the Rio Vista Booster Club, staff, and the Rio Vista High School Site Council are seeking the Board’s approval to rename the building to Harvey L. and Maud C. Sorenson – Fitness and Wellness Center – In Memory of Elizabeth McCormack. There were no other public comments regarding the renaming of the facility.

**Close Hearing:** 7:56pm

10. **Consent Calendar:**

- 10.1 Approve Board Minutes  
Regular Meeting of the Board – April 13, 2021
- 10.2 Receive and Approve Monthly Personnel Report - As of May 11, 2021
- 10.3 District’s Monthly Expenditure Report  
April 2021
- 10.4 Request to Approve a Bond Oversight Committee Applicants for Measure J and Measure K Relating to Oversight of Expenditures of Bond Proceeds – Katherine Wright, Superintendent
- 10.5 Request to Approve the Revision to the 2021-2022 Districtwide School Calendar – Katherine Wright, Superintendent
- 10.6 Request to Declare the Non-Operational River Delta Unified School District Buses as surplus – Ken Gaston, Director of Maintenance, Operations and Transportation
- 10.7 Request to Approve the Independent Contract for Services Agreement with

- Rick Bledsoe, ATP for the 2020-2021 School Year at a cost not to exceed \$5,000, Special Education Funds – Tom Anderson, Director of Special Education
- 10.8 Request to Approve the Independent Contract for Services Agreement with Deborah McCloskey, MACCC-SP for the 2020-2021 School Year at a cost not to exceed \$2,750, Special Education Funds – Tom Anderson, Director of Special Education
- 10.9 Request to Approve the Service Agreement with Care Solace for the 2020-2021 and 2021-2022 School Year at a cost not to exceed \$6,660.50 – Tom Anderson, Director of Special Education
- 10.10 Donations to Receive and Acknowledge:
- Rio Vista High School – Incentive Fund**
    - Verla Chaddick
    - Cathy Jo Dueseemberly
    - Michael Oyoung
  - Rio Vista High School – Joseph Turk Memorial Scholarship Fund**
    - Rosie Turk
  - River Delta Unified School District**
    - Bart and Lori Lapkin – One case of non-medical masks

Member Stone recognized the donations and thanked them for their continued support.

Member Lamera requested that Consent Calendar 10.4 be pulled for discussion, approving the remaining items; Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)

Member Lamera made a general statement reminding the Bond Oversight Committee applicants of the responsibilities of being a Bond Oversight Committee member.

Member Lamera moved to approve item 10.4; *Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

**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 2021 – Katherine Wright, Superintendent

Member Casillas moved to approve, *Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

12. Request to Approve Resolution #811 Authorizing FY 2020-2021 Expenditures from Educational Protection Act Funds (Prop. 30) – Vina Guzman, Interim Chief Business Officer

Member Casillas moved to approve, *Member Jelly seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

13. Request to Approve Resolution #812 Related to the Reduction or Elimination of Particular Kinds of Certificated Services – Katherine Wright, Superintendent

Member Lamera moved to approve, *Member Casillas seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

14. Request to Approve Resolution #813 Authorization to Adopt California Uniform Public Construction Cost Accounting Act (CUPCAA) Procedures and Related Items – Katherine Wright, Superintendent

Member Mahoney moved to approve, *Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

15. Request to Approve Budget Reductions and Reallocations for FY 2021-2022 – Katherine Wright, Superintendent and Vina Guzman, Interim Chief Business Officer

Member Mahoney moved to approve, *Member Lamera seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

16. Request to Approve the Repayment Schedule for the City of Isleton – Vina Guzman, Interim Chief Business Officer

*Public comment: Through a letter sent to the Board and Superintendent Wright. Charles Bergson, P.E. City Manager thanked Board President Stone and Superintendent Wright for meeting with them the prior month to address the redevelopment obligation for the City of Isleton. The letter stated that the City of Isleton holds a redevelopment agency debt to the River Delta Unified School District in the amount of \$198,034 and was accrued many years back by the City and for the benefit of the District. He stated that these funds were never disbursed. On behalf of the City, Mr. Bergson requested that this obligation be relieved over a period of fifteen years in an amount of approximately \$13,000 per year.*

Superintendent Wright and Vina Guzman, Interim Chief Business Officer gave the Board a few additional details including that there was another obligation of approximately \$20,000 that needs to be added to the amount indicated by Mr. Bergson.

*Member Lamera made a motion to approve a 2-year payment plan that includes interest, Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

17. Request to Approve the Purchase of a Wheelchair Accessible Van to Transport Special Education Students – Ken Gaston, Director of Maintenance, Operations and Transportation

*Member Casillas moved to approve, Member Mahoney seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

18. Request to Approve Resolution #814 Beginning May 12, 2021 Identifying District Representatives Authorized to Execute Documents Related to Construction to Katherine Wright, Superintendent, and Ken Gaston, Director of Maintenance, Operation and Transportation – Katherine Wright, Superintendent

*Member Riley moved to approve, Member Casillas seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

19. Request to Purchase Five Electric Busses from Lion Electric Using VW Mitigation Settlement Program Grant Funds, DERA Grant Funds and SMAQMD Grant Funds – Ken Gaston, Director of Maintenance, Operations and Transportation

*Member Casillas moved to approve, Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

20. Request to Approve the Job Description Social, Emotional, and Academic Development (SEAD) Coordinator - Tom Anderson, Director of Special Education and Nicole Latimer, Chief Educational Services Officer

*Member Lamera moved to approve, Member Casillas seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

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

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

23. Adjournment: With no further business before the Board, Board President Stone asked for a motion to adjourn with support of the Norris Family.

*Member Riley moved to approve, Member Mahoney seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

The meeting was adjourned at 9:13 pm

Submitted:

Approved:

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Katherine Wright, Superintendent and Secretary to the Board of Trustees

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Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder  
End

**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
**MINUTES**  
**SPECIAL MEETING**  
May 26, 2021

1. **Call Open Session to Order** – President Stone called the Open Session of the meeting of the Board of Trustees to order at 5:32 p.m. on May 26, 2021. 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 Stone gave instructions on how the public is to address the Board during public comment or on any agendized item.

2. **Roll Call of Members:**

Jennifer Stone, President  
Dan Mahoney, Vice President  
Marilyn Riley, Clerk  
Rafaela Casillas, Member  
Marcial Lamera, Member  
Wanda Apel, Member  
Randall Jelly, Member

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

3. **Review Closed Session Agenda (see attached agenda)**

- 3.1 Board Stone announced items on the Closed Session Agenda  
3.2 Public Comment on Closed Session Agenda Items Only – None to report

4. **Board President Stone asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 5:34 pm**

Member Lamera moved to approve, *Member Casillas seconded. Motion carried by roll call Vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

5. **Open Session was reconvened at 6:37 pm**

- 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 Stone

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

Board President Stone reported that, during Closed Session, the Board did not take any actions.

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

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

*Member Lamera moved to approve, Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

8. **Public Comment:** Ms. Latimer greeted the Board, Cabinet, and guests. Ms. Latimer stated that there was one anonymous public comment. The parent indicated that the District minimized the process in actively engaging the communities and stakeholders obtaining input regarding the Expanded Learning Plan. The parent has the opinion that Board of Trustees should ask questions and expect more from the District's leadership team. It is also his/her opinion that the budget deficit, lack of a current RDUTA contract and the lack of transparency will deepen the issues of the District if let to continue.

Board President Stone reminded the public to refrain from making accusatory or demeaning comments towards District employees and to follow the protocols of contacting the employee's supervisor for resolution. President Stone encouraged parents and community members to get involved at the school site

level, mentioning that there are many opportunities to be involved and have their voices heard. She stated that talking to the principal or joining the school site council is a great start. She mentioned that there are many opportunities for parents to provide input for programs and activities at the school site.

9. Request to Approve the Expanded Learning Opportunity Grant Plan to Implement Supplemental Instruction and Support Strategies for Their Students – Nicole Latimer, Chief Educational Services Officer, provided information and a timeline for Assembly Bill 86. She provided the Board with what strategies used and how input was obtained from stakeholders to create the Expanded Learning Opportunity Grant Plan. Input was received during the Town Hall Meetings, specific plans and programs were presented at the past two Board meetings, allowing feedback during public comment on these programs. A survey was sent home via email to parents, the data showed that 90% of the parents received the survey, however, only 15% provided a response. Another survey will be sent out this week. Other stakeholder input opportunities were during the Migrant PAC meetings, DELAC, ELAC meetings as well as being presented at the site level during School Site Council meetings. Included in the 2021-2022 School Site Plans for Student Achievement, each school site has a goal addressing learning loss. All the information and input received has been evaluated and considered for the plan presented.

*Member Lamera moved to approve, Member Apel seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

10. Request to Approve the Contract with ParentSquare/Aeries Software, Inc. to Provide a Safe Communication Tool for School Principals, Teachers, Staff and Parents Districtwide, Not to exceed \$11,020.00, Educational Services – Nicole Latimer, Chief Educational Services Officer

*Member Riley moved to approve, Member Lamera seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

11. Request Board Approval for the Purchase of a Kubota RTV-X900G-A 4WD, 21 Horsepower Diesel Utility Vehicle or Similar Available Model at a cost of approximately \$14,000 – Ken Gaston, Director of Maintenance, Operations and Transportation

*Member Riley moved to approve, Member Casillas seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

12. Request to Approve the Personnel Transaction Report as of May 26, 2021 – Katherine Wright, Superintendent

*Member Riley moved to approve, Member Lamera seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

13. Request to Approve the Purchase of a New 2020 Ford Super Duty F-250 SRW at a cost not to exceed \$43,325.44 – Ken Gaston, Director of Maintenance, Operations and Transportation

*Member Apel moved to approve, Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

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

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

16. Adjournment: With no further business before the Board, Board President Stone asked for a motion to adjourn.

*Member Casillas moved to approve, Member Lamera seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

The meeting was adjourned at 7:12 pm

Submitted:

Approved:

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Katherine Wright, Superintendent and Secretary to the Board of Trustees

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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 8, 2021

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 8, 2021

NAME	SCHOOL OR DEPARTMENT	NEW OR CURRENT POSITION	TRANSACTION, EFFECTIVE AT
			*CLOSE OF THE DAY
			**BEGINNING OF THE DAY
<b>**ADMINISTRATIVE**</b>			
<b>**CERTIFICATED**</b>			
Jane Cronin	Rio Vista High School	Vice Principal 1.0 FTE	Resigned effective *6/30/21
<b>**CLASSIFIED MANAGEMENT**</b>			
Codi Agan	District Office	Director of Personnel 1.0 FTE	Hired effective **6/23//21
<b>**CLASSIFIED**</b>			
Alane Estep	Transportation	Bus Driver	Resigned effective *6/4/21
Staci Gardiner	Transportation	Bus Driver	Retiring effective *6/4/21
Gabriela Chavez	Maint., Operation & Transprtatr	Secretary of MOT 1.0 FTE	Hired effective **6/16/21 (Vice Carmen Arias)
Maria Alejandra Camacho	State Preschool	Secretary .50 FTE	Resigned effective *6/22/21
Noeme Silva	Riverview Middle School	Office Specialist .50 FTE	Retiring effective **7/1/21
Noeme Silva	Riverview Middle School	Food Service Wrkr I 1 hr/day	Retiring effective **7/1/21



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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Vina Guzman, Interim CBO

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:**

Vina Guzman , Interim 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: Wed, Jun 02, 2021, 8:23 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015023 49ER WATER SERVICES 245 NEW YORK RANCH ROAD #A JACKSON, CA 95642	1,955.00	2713/2662/2805 WTR TESTING	05/04/2021	21402337 PV-210600	1,955.00	N
( 0) - 0						N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010	239.71	MAY 21 ACSA DUES	05/04/2021	21402338 PV-210599	239.71	N
(800) 608-2272						N
014952 AERIES SOFTWARE 770 THE CITY DR S #6500 ORANGE, CA 92868	200.00	RW14849 ED SV RATOLA RW14856 CALPADS WEBINAR	05/20/2021 05/20/2021	21405459 PO-210685 21405459 PO-210700	100.00 100.00	N N
( 0) - 0						N
014572 ARREOLA, JOANA 7149 SNOWY BIRCH WAY SACRAMENTO, CA 95823	29.95	ASP CPR	05/18/2021	21404914 TC-210090	29.95	N
( 0) - 0						N
003876 ATKINSON ANDELSON LOYA 12800 CENTER COURT DRIVE SUITE 300 CERRITOS, CA 90703	39.00	687310010800023 ATTY FEES	05/06/2021	21403110 PV-210615	39.00	E
(562) 653-3200						Y
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710	24,348.50	MAINT SUPPLIES ASP SUPPLIES ASP SUPPLIES ASP SUPPLIES MAINT SUPPLIES CTE SUPPLIES WG COVID SUPPLIES CTE SUPPLIES	05/11/2021 05/11/2021 05/11/2021 05/11/2021 05/11/2021 05/11/2021 05/11/2021 05/11/2021	21403858 PO-210827 21403858 PO-210831 21403858 PO-210831 21403858 PO-210831 21403858 PO-210832 21403858 PO-210844 21403858 PO-210847 21403858 PO-210848	1,049.80 224.73 224.72 224.73 80.39 3,005.31 1,389.90 1,417.96	N N N N N N N N
( 0) - 0						N

NURSE PAULS WORKSHOP	05/11/2021	21403858	PO-210851	165.00	N
WG BULLYING PREVNT SUPPLIES	05/11/2021	21403858	PO-210852	600.00	N
WG BULLYING PREVNT SUPPLIES	05/11/2021	21403858	PO-210852	200.14	N
RMS SIGNS	05/11/2021	21403858	PO-210854	559.05	N
RMS SUPPLIES	05/11/2021	21403858	PO-210862	719.48	N
DHW SUPPLIES	05/11/2021	21403858	PO-210871	148.61	N
DHW SUPPLIES	05/11/2021	21403858	PO-210876	380.33	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014367 BANK OF AMERICA (Continued...)		MAINT SUPPLIES	05/11/2021	21403858	PO-210878	125.42	N
		ISLE SUPPLIES	05/11/2021	21403858	PO-210886	978.54	N
		DHW SUPPLIES	05/11/2021	21403858	PO-210890	708.28	N
		MAINT SUPPLIES	05/11/2021	21403858	PO-210891	459.48	N
		DHW CASEY AIRFARE	05/11/2021	21403858	PO-210893	177.96	N
		RMS SUPPLIES	05/11/2021	21403858	PO-210895	64.30	N
		RMS SUPPLIES	05/11/2021	21403858	PO-210895	101.11	N
		F5 SUPPLIES	05/11/2021	21403858	PO-210911	632.81	N
		F5 SUPPLIES	05/11/2021	21403858	PO-210913	64.70	N
		WG F5 SUPPLIES	05/11/2021	21403858	PO-210914	289.95	N
		RMS SUPPLIES	05/11/2021	21403858	PO-210920	101.00	N
		RMS SUPPLIES	05/11/2021	21403858	PO-210920	727.01	N
		RMS SUPPLIES	05/11/2021	21403858	PO-210935	517.85	N
		DHW SUPPLIES	05/11/2021	21403858	PO-210936	1,353.57	N
		WIND RIVER SUPPLIES	05/11/2021	21403860	PO-210939	691.30	N
		RVHS SUPPLIES	05/11/2021	21403858	PO-210940	37.78	N
		MAINT SUPPLIES	05/11/2021	21403858	PO-210950	247.52	N
		DHW TRAINING	05/11/2021	21403858	PO-210955	75.00	N
		BATES/F5 SUPPLIES	05/11/2021	21403858	PO-210957	507.46	N
		ISLE SUPPLIES	05/11/2021	21403858	PO-210964	153.07	N
		ASP SUPPLIES	05/11/2021	21403858	PO-210967	87.07	N
		ASP SUPPLIES	05/11/2021	21403858	PO-210967	87.07	N
		ASPS SUPPLIES	05/11/2021	21403858	PO-210967	87.07	N
		ASP SUPPLIES	05/11/2021	21403858	PO-210969	677.10	N
		ASP SUPPLIES	05/11/2021	21403858	PO-210975	160.31	N
		F5 SUPPLIES	05/11/2021	21403858	PO-210993	414.45	N
		ISLE SUPPLIES	05/11/2021	21403859	PO-210997	164.81	N
		ISLE SUPPLIES	05/11/2021	21403859	PO-211005	91.80	N
		ISLE SUPPLIES	05/11/2021	21403859	PO-211013	195.72	N
		DHW WORKSHOPS	05/11/2021	21403859	PO-211021	540.00	N
		DHW CHARGER	05/11/2021	21403859	PO-211023	28.92	N
		DHW FLAGS	05/11/2021	21403859	PO-211024	5.16	N
		DHW FLAGS	05/11/2021	21403859	PO-211024	5.16	N
		DHW FLAGS	05/11/2021	21403859	PO-211024	63.52	N
		DO COVID BOTTLES	05/11/2021	21403859	PO-211026	2,106.31	N
		DHS COVID SUPPLIES	05/11/2021	21403859	PO-211027	164.06	N
		DHS COVID SUPPLIES	05/11/2021	21403859	PO-211028	42.88	N
		MAINT SUPPLIES	05/11/2021	21403859	PO-211042	16.21	N
		DHW WATER FILTERS	05/11/2021	21403859	PO-211047	291.94	N
		STFF APPRECIATION	05/11/2021	21403859	PV-210631	575.00	N
		TOWN HALL SUPPLIES	05/11/2021	21403859	PV-210631	150.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015060 BANK OF STOCKTON CARD SERVICE CENTER PO BOX 569091 DALLAS, TX 75356-9091  ( 0) - 0 N	25.00	ANNUAL FEE	05/06/2021	21403111 PV-210616	25.00	N
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553  (209) 465-1986 N BALCO HOLDINGS	9,478.25	ISLE CAMERAS ISLE ALARM BATES ALARM RVHS ALARM RVHS ALARM DW ALARMS RVHS ALARM DO ALARM BATES ALARM RMS ALARM DW ALARM ISLE CAMERAS RVHS ALARM DO ALARM	05/04/2021 05/04/2021 05/04/2021 05/04/2021 05/04/2021 05/04/2021 05/04/2021 05/04/2021 05/04/2021 05/11/2021 05/18/2021 05/25/2021 05/25/2021 05/25/2021	21402319 PO-210363 21402339 PV-210601 21402339 PV-210601 21402339 PV-210601 21402339 PV-210601 21402339 PV-210601 21402339 PV-210601 21402339 PV-210601 21402339 PV-210601 21403884 PV-210632 21404897 PV-210646 21405798 PO-210363 21405835 PV-210662 21405835 PV-210662	108.50 588.57 236.16 348.10 2,037.18 3,609.38 255.33 546.75 360.09 393.81 328.42 108.50 365.31 192.15	N N N N N N N N N N N N N N N
010904 BIO CORPORATION 3911 NEVADA STREET ALEXANDRIA, MN 56308  (320) 763-9094 N	147.72	1024689 RVHS AG SUPPLIES 1024689 RVHS AG SUPPLIES	05/25/2021 05/25/2021	21405799 PO-211032 21405799 PO-211032	73.86 73.86	N N
015095 BRIOSO, TRINIDAD 9674 JAN MARIE WAY ELK GROVE, CA 95624  (209) 625-7663 N	98.00	SP ED MILEAGE	05/11/2021	21403898 TC-210087	98.00	N
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815  (916) 923-0500 N	166.83	411355 CMS SERV CONTRACT 411026/411025 DHS SUPPLIES	05/04/2021 05/04/2021	21402320 PO-210250 21402320 PO-210251	42.46 124.37	N N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745  (209) 531-3928	169.69	XA410025536 TRANS SUPPLIES	05/11/2021	21403861 PO-210047	169.69	N
015008 CADA CENTRAL 3121 PARK AVENUE SUITE C SOQUEL, CA 95073  (831) 464-4891	425.00	CTE REGIST	05/18/2021	21404877 PO-211060	425.00	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150  (888) 237-1333	650.37	DO WATER DO WATER DO WATER	05/11/2021 05/11/2021 05/11/2021	21403885 PV-210634 21403885 PV-210634 21403885 PV-210634	309.31 224.50 116.56	N N N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690  (916) 776-1544	163.00	ZBA006 BATES WATER ZMO002 MOKE WATER ZRI003 DO WATER ZBA006 BATES WATER ZMO002 MOKE WATER	05/04/2021 05/04/2021 05/11/2021 05/25/2021 05/25/2021	21402322 PO-210118 21402322 PO-210127 21403886 PV-210636 21405819 PO-210118 21405819 PO-210127	43.75 17.50 55.00 29.25 17.50	7 7 7 7 7
013205 CALIFORNIA FFA PO BOX 460 GALT, CA 95632  (209) 744-1600	2,450.00	RVHS AG CONF RVHS AG CONF 100679 RVHS AG SUPPLIES 100679 RVHS AG SUPPLIES 101217/100678/102071 RVHS AG 101217/100678/102071 RVHS AG	05/04/2021 05/04/2021 05/06/2021 05/06/2021 05/25/2021 05/25/2021	21402313 PO-211030 21402313 PO-211030 21403088 PO-211035 21403088 PO-211035 21405800 PO-211034 21405800 PO-211034	250.00 250.00 25.00 25.00 950.00 950.00	N N N N N N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047  (209) 369-6887	1,213.01	ISLE WASTE	05/11/2021	21403887 PV-210633	1,213.01	N



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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014242 CAMACHO MECHANICAL 618 A AIRPORT RD RIO VISTA, CA 94571	994.75	8113/8112 MAINT REPAIRS 8121 MAINT SERV	05/06/2021 05/18/2021	21403089 PO-210483 21404898 PV-210647	712.04 282.71	Y Y
(209) 607-9807		Y DAVID CAMACHO				
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615	169.12	WG MAINT MILEAGE MAINT MILEAGE	05/11/2021 05/25/2021	21403899 TC-210086 21405851 TC-210098	89.60 79.52	N N
( 0) - 0		N				
011595 CAPITAL AUTISM SERVICES 6400 FREEPORT BLVD SACRAMENTO, CA 95822	2,579.75	3506287 SP ED NPS	05/25/2021	21405827 PO-210418	2,579.75	N
(916) 923-1789		Y KADIANT LLC				
014492 CATA PO BOX 186 GALT, CA 95632	300.00	DHS AG CONF DHS AG CONF	05/04/2021 05/04/2021	21402314 PO-210991 21402314 PO-210991	150.00 150.00	N N
(209) 744-1614		N				
014798 CCHAT CENTER SACRAMENTO 11100 COLOMA RD RANCHO CORDOVA, CA 95670	90.00	RIVER4-21 SP ED HEAR SERV	05/18/2021	21404888 PO-210532	90.00	N
(916) 361-7290		N				
012862 CENTER STATE PIPE & SUPPLY DIV. OF HAJOCA CORP 520 N UNION STREET STOCKTON, CA 95205	78.44	S011866355 MAINT SUPPLIES	05/04/2021	21402321 PO-210070	78.44	N
(209) 466-0871		N				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251	1,789.35	MOKE WASTE WG WASTE BATES WASTE TRANS WASTE	05/11/2021 05/11/2021 05/11/2021 05/11/2021	21403888 PV-210635 21403888 PV-210635 21403888 PV-210635 21403888 PV-210635	81.99 942.96 627.71 136.69	N N N N
( 0) - 0						N
015002 CERVANTES, DANNY PO BOX 626 WALNUT GROVE, CA 95690	109.20	MAINT MILEAGE MAINT MILEAGE	05/06/2021 05/25/2021	21403112 PV-210617 21405852 TC-210099	47.32 61.88	N N
( 0) - 0						N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641	411.05	84717 ISLE SEWER	05/06/2021	21403102 PO-210004	411.05	N
(916) 777-7770						N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571	10,776.57	RMS SEWER RVHS SEWER DHW SEWER RVHS WATER DO SEWER DHW WATER RMS WATER DO WATER	05/18/2021 05/18/2021 05/18/2021 05/18/2021 05/18/2021 05/18/2021 05/18/2021 05/18/2021	21404899 PV-210648 21404899 PV-210648 21404899 PV-210648 21404899 PV-210648 21404899 PV-210648 21404899 PV-210648 21404899 PV-210648 21404899 PV-210648	3,597.01 981.95 372.91 3,061.58 75.96 1,200.52 1,311.70 174.94	N N N N N N N N
( 0) - 0		N RIO VISTA FIRE				N
014088 CLINE, SUZANNE 540 S. 3RD STREET RIO VISTA, CA 94571	267.94	ISLE PRSCL SUPPLIES ISLE PRESCL SUPPLIES ISLE PRESCL SUPPLIES	05/11/2021 05/11/2021 05/18/2021	21403874 PO-210543 21403883 PO-210782 21404896 PO-210782	129.01 95.90 43.03	N N N
( 0) - 0						N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357	1,825.79	48863 DW NETWORK 48863 DW NETWORK	05/06/2021 05/06/2021	21403113 PV-210618 21403113 PV-210618	15,207.16 17,032.95	N N

(704) 936-1722

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012111 CRISIS PREVENTION INSTITUTE 10850 W. PARK PLACE #250 MILWAUKEE, WI 53224  (800) 558-8976	10,197.00	CUS02512714 WIND RIV INST CERT CUS0251502 WIND RIV CERT PRGRM	05/11/2021 05/11/2021	21403873 PO-210942 21403873 PO-210960	7,398.00 2,799.00	N N
013336 CUSTOM INK 7900 WESTPARK DRIVE STE T500 MCLEAN, VA 22102-4242  (866) 485-8160	367.70	48013211 ASP SUPPLIES 48013211 ASP SUPPLIES 48013211 ASP SUPPLIES	05/18/2021 05/18/2021 05/18/2021	21404878 PO-210968 21404878 PO-210968 21404878 PO-210968	122.57 122.57 122.56	Y Y Y
013867 D2 TRAILERS SALES & SERVICE PO BOX 5156 13246 W. STOCKTON BLVD GALT, CA 95632  (800) 839-9477	8,860.00	521271 MAINT TRAILER	05/06/2021	21403090 PO-210829	8,860.00	N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139  (888) 693-2827	42,787.98	150944 DW IT SERVICES 150944 DW IT SERVICES 150944 DW IT SERVICES 150944 DW IT SERVICES 150944 DW IT SERVICES 150831 CTE PRINTER 150836 RDHS 2 LAPTOPS 150832 DHW 33 CHROMEBOOKS 150832 DHW 33 CHROMEBOOKS 150832 DHW 33 CHROMEBOOKS 150832 DHW 33 CHROMEBOOKS 150832 DHW 33 CHROMEBOOKS 150832 DHW 33 CHROMEBOOKS 150826 RMS CHROMEBOOKS 150981 RVHS AG SURFACE PRO 150981 RVHS AG SURFACE PRO 151052 BATES 21 CHROMEBOOKS 151051 BATES 31 CHROMEBOOKS 151139 CIRCUIT	05/04/2021 05/04/2021 05/04/2021 05/04/2021 05/04/2021 05/04/2021 05/04/2021 05/06/2021 05/06/2021 05/06/2021 05/06/2021 05/06/2021 05/06/2021 05/06/2021 05/11/2021 05/11/2021 05/20/2021 05/20/2021 05/25/2021	21402323 PO-210008 21402323 PO-210008 21402323 PO-210008 21402323 PO-210008 21402336 PO-210008 21402315 PO-210850 21402315 PO-210888 21403091 PO-210874 21403091 PO-210874 21403091 PO-210874 21403091 PO-210874 21403091 PO-210874 21403114 PV-210619 21403862 PO-210834 21403862 PO-210834 21405460 PO-210904 21405460 PO-210953 21405801 PO-211056	118.25 118.25 118.25 11,236.16 236.58 443.91 2,085.44 3,022.00 2,000.00 1,753.42 1,000.00 2,000.00 2,555.53 607.71 607.70 5,988.08 8,806.36 90.34	N N N N N N N N N N N N N N N N N N N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD	1,749.42	72263608 DO LEASE 72263608 DO LEASE	05/04/2021 05/04/2021	21402324 PO-210007 21402324 PO-210007	554.66 279.94	N N

WAYNE, PA 19087

72234837 BATES LEASE

05/04/2021 21402324 PO-211037

746.72 N

72415884 BUS OFF SAVIN LEASE

05/11/2021 21403875 PO-210006

168.10 N

(800) 736-0220

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015164 DELAROSA, SUSAN 717 THEREZA WAY RIO VISTA, CA 94571  (707) 631-0896 N	249.60	RDHS SUPPLIES	05/25/2021	21405802 PO-210961	249.60	N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170  ( 0) - 0 N	46.98	MAY 2021 RETIREE PREMIUMS	05/11/2021	21403889 PV-210638	46.98	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612  (916) 995-1335 N	170,015.00	MAY 21 TAX IN LIEU	05/04/2021	21402340 PV-210602	170,015.00	N
010242 DEMCO INC 4810 FOREST RUN ROAD PO BOX 7488 MADISON, WI 53707-7488  (800) 356-1200	256.80	6941950 RVHS SUPPLIES	05/06/2021	21403092 PO-210945	256.80	N
013446 DEPARTMENT OF INDUSTRIAL OCCUPATIONAL SAFETY & HEALTH 2424 ARDEN WAY, SUITE 320 SACRAMENTO, CA 95825  (916) 263-2830 N STATE OF CALIF	250.00	E1792113SA INSP FEE E1792118SA INSP FEE	05/04/2021 05/04/2021	21402341 PV-210603 21402341 PV-210603	125.00 125.00	N N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407  (707) 570-1000 N	287.77	55E1618177 WG MAINT CONTRACT 55E1620434 BATES MAINT AGRMNT 55E1611341 ISLE COPIER CONTRCT 55E1621299 ISLE COPIER CONTRCT	05/04/2021 05/25/2021 05/25/2021 05/25/2021	21402325 PO-210205 21405820 PO-210120 21405820 PO-210362 21405820 PO-210362	36.69 69.80 36.40 144.88	N N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014758 DYCKOVSKY, AMY 5705 SPRING CREEK WAY ELK GROVE, CA 95758	250.00	DHW ART SUPPLIES	05/25/2021	21405803 PO-210271	250.00	N
( 0) - 0						N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166	5,569.52	277077 TRANS FUEL 277489/277344 TRANS FUEL	05/11/2021 05/20/2021	21403876 PO-210059 21405467 PO-210059	2,143.49 3,426.03	N N
( 0) - 0						N
010413 EARLYCHILDHOOD LLC 2 LOWER RAGSDALE SUITE 200 MONTEREY, CA 93940	756.42	P403713401000 F5 SUPPLIES P40387630101 ISLE SUPPLIES P40396780101 ISLE SUPPLIES	05/11/2021 05/20/2021 05/20/2021	21403863 PO-210912 21405461 PO-211007 21405466 PO-211011	254.68 335.20 166.54	N N N
(800) 836-9515						N
015159 EDU CLIME 1804 GARNETT AVENUE #271 SAN DIEGO, CA 92103	59.53	505529 DHW SUPPLIES 505529 DHW SUPPLIES 505529 DHW SUPPLIES	05/06/2021 05/06/2021 05/06/2021	21403093 PO-210872 21403093 PO-210872 21403093 PO-210872	4.84 4.84 59.53	N N N
(858) 581-2223						N
010042 EMIGH, JENNIFER 315 RANIER COURT RIO VISTA, CA 94571	100.00	DHW SUPPLIES	05/25/2021	21405804 PO-211049	100.00	N
( 0) - 0						N
015176 FARRS FAMOUS ICE C/O KONA ICE OF W. SACRAMENTO 8637 MARMON WAY SACRAMENTO, CA 95828	350.00	2001 CMS END OF YR KONA ICE	05/25/2021	21405805 PO-211081	350.00	N
(916) 897-6414						N





MAINT	05/18/2021	21404902	PV-210651	116.94	N
MAINT	05/18/2021	21404902	PV-210651	71.56	N
RMS	05/18/2021	21404902	PV-210651	282.86	N
TRANS	05/18/2021	21404902	PV-210651	134.80	N
TRANS ALARM	05/18/2021	21404902	PV-210651	47.08	N
WG	05/18/2021	21404902	PV-210651	88.94	N
RVHS	05/18/2021	21404902	PV-210651	188.85	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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011339 FRONTIER COMMUN (Continued...)		ISLE EMERG	05/18/2021	21404902 PV-210651	72.48	N
		ISLE	05/18/2021	21404902 PV-210651	170.33	N
		ISLE	05/18/2021	21404902 PV-210651	42.51	N
		MAINT	05/18/2021	21404902 PV-210651	241.86	N
		RMS	05/18/2021	21404902 PV-210651	104.18	N
		RVHS	05/18/2021	21404902 PV-210651	55.83	N
		MOKE	05/18/2021	21404902 PV-210651	72.48	N
		RVHS EMERG	05/18/2021	21404902 PV-210651	88.94	N
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003905 GASTON, JENNIFER 329 SACRAMENTO ST RIO VISTA, CA 94571	210.56	SUPT ASST MILEAGE	05/18/2021	21404915 TC-210091	210.56	N
( 0) - 0						N
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014828 GASTON, KEN 329 SACRAMENTO STREET RIO VISTA, CA 94571	132.80	MAINT SUPPLIES	05/18/2021	21404889 PO-210079	85.15	N
		MAINT SUPPLIES	05/25/2021	21405822 PO-210079	47.65	N
( 0) - 0						N
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014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826	9,530.00	3311 ATTY FEES	05/04/2021	21402342 PV-210607	880.00	Y
		3311 ATTY FEES	05/04/2021	21402342 PV-210607	1,810.00	Y
		3311 ATTY FEES	05/04/2021	21402342 PV-210607	1,347.50	Y
		3311 ATTY FEES	05/04/2021	21402342 PV-210607	2,205.00	Y
		3371 ATTY FEES	05/25/2021	21405836 PV-210672	632.50	Y
(916) 706-1255		3371 ATTY FEES	05/25/2021	21405836 PV-210672	1,510.00	Y
		3371 ATTY FEES	05/25/2021	21405836 PV-210672	1,145.00	Y
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003354 GOPHER SPORT 2525 LEMOND ST SW OWATONNA, MN 55060-0998	548.40	IN33759 RMS SUPPLIES	05/25/2021	21405806 PO-210924	26.68	N
		IN33759 RMS SUPPLIES	05/25/2021	21405806 PO-210924	328.40	N
		IN33759 RMS SUPPLIES	05/25/2021	21405806 PO-210924	26.68	N
		IN33759 RMS SUPPLIES	05/25/2021	21405806 PO-210924	220.00	N
(800) 533-0446		N THE PROPHET CO				
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003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609	618.75	1323912 MEAS J & K PROF SERVIC	05/18/2021	21404903 PV-210652	618.75	N

(916) 444-5100

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479  (916) 372-7800 N W.W. GRAINGER	700.58	809275662 MAINT SUPPLIES 9885888645 MAINT SUPPLIES	05/04/2021 05/25/2021	21402326 PO-210072 21405823 PO-210072	675.28 25.30	N N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831  (877) 311-4422 N	335.12	29309519 DHS COPIER LEASE	05/25/2021	21405824 PO-210248	335.12	N
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690-  (916) 776-1744 N THE LYMAN GROU	99.25	13112 MAINT SUPPLIES	05/25/2021	21405837 PV-210663	99.25	N
015174 GUERRERO RODRIGUEZ, YESENIA PO BOX 363 CLARKSBURG, CA 95612  ( 0) - 0 N	24.61	ASP CPR	05/18/2021	21404916 TC-210092	24.61	N
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162  (916) 640-3533 Y	850.00	ED SV BEHVR ASSMNTS	05/06/2021	21403104 PO-210211	850.00	Y
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354  (209) 604-8533 Y WAYNE STEVENSO	1,725.00	SP ED OCC THERAPY W/E 5/7 SP ED OCC THERAPY W/E 5/21	05/18/2021 05/25/2021	21404890 PO-210311 21405825 PO-210311	900.00 825.00	Y Y
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736	9,406.13	MAINT SUPPLIES DHS AG SUPPLIES	05/25/2021 05/25/2021	21405826 PO-210073 21405826 PO-210468	7,989.05 336.57	N N

P.O. BOX 78047  
PHOENIX, AZ 85062-8047

DHS AG SUPPLIES  
RVHS AG SUPPLIES  
RVHS AG SUPPLIES

05/25/2021	21405826	PO-210468	336.56	N
05/25/2021	21405826	PO-210703	371.98	N
05/25/2021	21405826	PO-210703	371.97	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013947 HOME DEPOT PRO PO BOX 742056 LOS ANGELES, CA 90074-2056  (877) 577-1114 N	84.19	612267781 COVID SUPPLIES 610646549 COVID SUPPLIES	05/04/2021 05/04/2021	21402343 PV-210605 21402343 PV-210605	47.05 37.14	N N
002180 HORIZON PO BOX 80248 CITY OF INDUSTRY, CA 91716-8248  (209) 931-8555 N	499.84	250659 MAINT SUPPLIES	05/18/2021	21404904 PV-210653	499.84	N
014496 IDENT-A-KID SERVICES 1780 102ND AVE NORTH STE 100 ST. PETERSBURG, FL 33716  (800) 890-1000 N	192.38	117753 RVHS SUPPLIES 117753 RVHS SUPPLIES 117753 RVHS SUPPLIES	05/18/2021 05/18/2021 05/18/2021	21404879 PO-211041 21404879 PO-211041 21404879 PO-211041	15.63 15.63 192.38	N N N
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206  (707) 374-4037 N	2,164.88	3463718 ISLE SUPPLIES 3444580 RVHS SUPPLIES 3468593 RMS PAPER	05/04/2021 05/11/2021 05/11/2021	21402316 PO-210839 21403864 PO-210098 21403864 PO-210923	964.78 70.88 1,129.22	N N N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912  (916) 928-0770 N	543.26	1935011 RVHS LEASE AGRMNT 1935011 RVHS LEASE AGRMNT 1935011 RVHS MAINT AGRMNT	05/06/2021 05/06/2021 05/06/2021	21403105 PO-210097 21403105 PO-210097 21403105 PO-210099	135.15 135.16 272.95	N N N
014824 J & D WHOLESALE 4614 SECOND. ST #1 DAVIS, CA 95618  (530) 747-2300 N	28.00	6299100 RVHS AG SUPPLIES 6299100 RVHS AG SUPPLIES	05/04/2021 05/04/2021	21402327 PO-210521 21402327 PO-210521	14.00 14.00	N N
013919 JACOBSEN WEST 1170 NATIONAL DRIVE	673.55	STALEDATED #370344	05/11/2021	21403890 PV-210639	673.55	N

SUITE 20  
SACRAMENTO, CA 95834

(916) 419-2000 0 N TEXTRON INC

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015168 JEFFS BACKLOW SERVICE 391 ALPEN ROSE WAY GALT, CA 95632  (209) 639-2921 N	831.27	2295/2299 MAINT SERV	05/04/2021	21402344 PV-210604	831.27	N
010859 JONES SCHOOL SUPPLY CO INC PO BOX 7008 COLUMBIA, SC 29201  (800) 845-1807 N	37.26	1805894 DHS SUPPLIES 1805894 DHS SUPPLIES	05/25/2021 05/25/2021	21405838 PV-210664 21405838 PV-210664	18.63 18.63	N N
014869 JOSEPHS LAWNMOWER 1551 OAK PARK BLVD PLEASANT HILL, CA 94523  (925) 935-7240 N	748.11	304105 MAINT PARTS	05/11/2021	21403877 PO-210083	748.11	N
013940 KELLY MOORE PAINTS CO INC 10299 EAST STOCKTON BOULEVARD SUITE 101 ELK GROVE, CA 95758  (650) 610-4370 N	342.07	419232 MAINT SUPPLIES 419232 MAINT SUPPLIES 419232 MAINT SUPPLIES	05/25/2021 05/25/2021 05/25/2021	21405839 PV-210665 21405839 PV-210665 21405839 PV-210665	342.07 27.79 27.79	N N N
014375 KITS FOR KIDZ 75 REMITTANCE DRIVE DEPT 6749 CHICAGO, IL 60675-6749  (800) 975-4587 N	1,421.00	242283 MIG ED SUPPLIES	05/20/2021	21405462 PO-210892	1,421.00	N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202  (209) 463-1900 Y LA RUE, KNOX J	330.00	8526 TRANS UHF SERVICE	05/06/2021	21403106 PO-210057	330.00	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895  (800) 424-4772 N	9,259.01	1321190421 ISLE SUPPLIES 1321190421 ISLE SUPPLIES 1321190421 ISLE SUPPLIES 1343240521 DHW SUPPLIES 1343240521 DHW SUPPLIES 1343240521 DHW SUPPLIES 1343210521 DHW SUPPLIES 1343210521 DHW SUPPLIES 1343210521 DHW SUPPLIES 1090840421 F5 SUPPLIES 1090840421 F5 SUPPLIES 1090840421 F5 SUPPLIES 1307080421 F5 SUPPLIES 1307080421 F5 SUPPLIES 1307080421 F5 SUPPLIES 1917530521 ISLE PRESCL SUPPLS 1917530521 ISLE PRESCL SUPPLS 1917530521 ISLE PRESCL SUPPLS	05/06/2021 05/06/2021 05/06/2021 05/20/2021 05/20/2021 05/20/2021 05/20/2021 05/20/2021 05/20/2021 05/25/2021 05/25/2021 05/25/2021 05/25/2021 05/25/2021 05/25/2021 05/25/2021 05/25/2021 05/25/2021	21403095 PO-210883 21403095 PO-210883 21403095 PO-210883 21405463 PO-210870 21405463 PO-210870 21405463 PO-210870 21405463 PO-210873 21405463 PO-210873 21405463 PO-210873 21405807 PO-210835 21405807 PO-210835 21405807 PO-210918 21405807 PO-210918 21405807 PO-210918 21405807 PO-211012 21405807 PO-211012 21405807 PO-211012	174.41 N .61 N .61- N 2.13- N 2.13 N 613.11 N 3.48- N 3.48 N 1,000.76 N 934.19 N 3.25- N 3.25 N 19.31- N 19.31 N 5,549.01 N 3.44- N 3.44 N 987.53 N	
012767 LEARNING PLUS ASSOCIATES 9480 UTICA AVE #605 RANCHO CUCAMONGA, CA 91730  (909) 484-6002 N	10,711.23	11326 DHW SUPPLIES	05/11/2021	21403865 PO-211020	10,711.23	N
014670 LEARNING WITHOUT TEARS 806 W DIAMOND AVE #230 GAITHERSBURG, MD 20878  (888) 983-8409 N	500.00	103933 ISLE PRSCL SUPPLIES	05/06/2021	21403116 PV-210621	500.00	N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571  (707) 374-5399 N	780.30	#55 RVHS SUPPLIES #55 RVHS CULINARY SUPPLIES 175 DHW SUPPLIES #135 ED SV SUPPLIES #55 RVHS CULINARY SUPPLIES	05/04/2021 05/04/2021 05/11/2021 05/11/2021 05/25/2021	21402328 PO-210101 21402328 PO-210104 21403878 PO-210966 21403891 PV-210640 21405828 PO-210104	508.33 N 60.68 N 50.77 N 68.94 N 91.58 N	
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464	203.87	MAINT SUPPLIES	05/25/2021	21405829 PO-210074	203.87	N

(866) 232-7443

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014665 LOY MATTISON ENTERPRISES 7038 ALMOND HILL COURT ORANGEVALE, CA 95662	1,300.00	030121043021 ERATE PROF CNSLT	05/18/2021	21404891 PO-210095	1,300.00	Y
( 0) - 0						Y
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641	166.14	F5 SUPPLIES F5 MILEAGE	05/04/2021 05/25/2021	21402329 PO-210361 21405853 TC-210101	36.78 129.36	N N
( 0) - 0						N
014819 MAVERICK NETWORKS INC. 7060 KOLL CENTER PKWY#318 PLEASANTON, CA 94566	1,230.00	2101648 PHONE REPAIRS	05/25/2021	21405840 PV-210666	1,230.00	N
(925) 931-1900						N
014107 MCCARTY, MELADEE 9217 VERVAIN WAY SACRAMENTO, CA 95829-8733	880.00	SP ED PROF SERV	05/06/2021	21403107 PO-210192	880.00	Y
(209) 601-2940						Y
015173 MCCLATCHY COMPANY PO BOX 510150 LIVONIA, MI 48151	353.20	20775 LEGAL AD	05/25/2021	21405841 PV-210667	353.20	N
( 0) - 0						N
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115	2,753.10	117629336001 DHW LICENSE	05/18/2021	21404885 PO-211022	2,753.10	N
(614) 755-4151						N
015147 MICHAEL'S TRANSPORTATION SERV 2029 BENNINGTON DRIVE	7,520.00	114713 TRANS BUS DRIVER 114739 TRANS BUS DRIVER	05/06/2021 05/11/2021	21403108 PO-210807 21403879 PO-210807	2,000.00 1,840.00	N N

VALLEJO, CA 94591

114755 TRANS BUS DRIVER  
114775 TRANS BUS DRIVER

05/18/2021 21404892 PO-210807  
05/20/2021 21405468 PO-210807

1,840.00 N  
1,840.00 N

(707) 644-1219

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014934 MIMIAGA, MICHAEL PO BOX 1024 RIO VISTA, CA 94571  ( 0) - 0 N	35.00	TRANS REIMB	05/18/2021	21404917 TC-210093	35.00	N
014990 MINDSPEAKER PRINTING 6604 CASTRO VERDE WAY ELK GROVE, CA 95757  (707) 321-9425 N	3,672.73	RV042/020 RVHS TSHIRTS	05/18/2021	21404880 PO-210952	3,672.73	N
011713 MITCHELL1 14145 DANIELSON STREET POWAY, CA 92064-6886  (858) 391-5000 N	1,728.00	25947036 SHOPKEY SFTWARE	05/18/2021	21404907 PV-210660	1,728.00	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551  (925) 606-9000 9 N MCGRATH RENTCO	595.00	2143794 MODULAR LEASE	05/18/2021	21404913 PV-210661	595.00	N
015169 MORGAN, DENISE 15134 GRAND ISLAND RD WALNUT GROVE, CA 95690  (916) 207-1591 N	5,400.00	REIMB TUTOR REIMB TUTOR	05/04/2021 05/25/2021	21402345 PV-210606 21405842 PV-210668	4,950.00 450.00	N N
000358 NATIONAL FFA ORGANIZATION PO BOX 631363 CINCINNATI, OH 45263.1363  ( 0) - 0 N	861.50	MDS229781 DHS AG SUPPLIES MDS230715 DHS AG SUPPLIES MDS229781 DHS AG SUPPLIES MDS230715 DHS AG SUPPLIES	05/06/2021 05/06/2021 05/06/2021 05/06/2021	21403117 PV-210622 21403117 PV-210622 21403117 PV-210622 21403117 PV-210622	412.15 18.60 412.15 18.60	N N N N
010299 NATIONAL FFA ORGANIZATION 6060 FFA DRIVE	1,737.00	MDS229599 DHS AG SUPPLIES MDS229599 DHS AG SUPPLIES	05/04/2021 05/04/2021	21402317 PO-210990 21402317 PO-210990	70.57 868.50	N N

P.O. BOX 68960  
INDIANAPOLIS, IN 46268-0960

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N FUTURE FARMERS

MDS229599 DHS AG SUPPLIES  
MDS229599 DHS AG SUPPLIES  
MDS229599 DHS AG SUPPLIES  
MDS229599 DHS AG SUPPLIES

05/04/2021 21402317 PO-210990  
05/04/2021 21402317 PO-210990  
05/04/2021 21402317 PO-210990  
05/04/2021 21402317 PO-210990

70.57- N  
868.50 N  
70.57 N  
70.57- N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010203 OCCUPATIONAL HEALTH PO BOX 39000 DEPT 33404 SAN FRANCISCO, CA 94139-3404  (707) 399-6068	350.00	OH75649 FITNESS FOR DUTY	05/25/2021	21405843 PV-210669	350.00	N
		N NORTHBAY HEALT				
001590 OFFICE DEPOT P.O. BOX 630813 CINCINNATI, OH 45263-0813  ( 0) - 0	152.45	165157301001 CTE INK	05/11/2021	21403866 PO-210849	152.45	N
						N
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137  (800) 228-0475	8,934.72	709352048-01/03 DHW SUPPLIES 709352048-01/03 DHW SUPPLIES 709367538/01/03/04 DHW SUPPLIE 709457288 ASP SUPPLIES 709457422 ASP SUPPLIES 709190703 F5 SUPPLIES 709451447 ASP SUPPLIES 709456375 ASP SUPPLIES	05/11/2021 05/11/2021 05/11/2021 05/18/2021 05/18/2021 05/25/2021 05/25/2021 05/25/2021	21403867 PO-210864 21403867 PO-210864 21403867 PO-210938 21404893 PO-210978 21404881 PO-210983 21405830 PO-210356 21405808 PO-210971 21405808 PO-210972	2,278.37 1,000.00 779.07 1,537.92 2,080.84 297.76 753.88 206.88	N N N N N N N N
		N OTC DIRECT INC				
015142 PACIFIC OFFICE AUTOMATION 3304 MANIER CIRLCE SUITE# 110 RANCHO CORDOVA, CA 95742  (916) 638-7476	3,961.70	308218 RVHS RISOGRAPH 214924 RVHS SUPPLIES	05/06/2021 05/18/2021	21403096 PO-210780 21404882 PO-211008	3,238.34 723.36	N N
						N
013146 PAR P.O. BOX 1416 MINNEAPOLIS, MN 55440  (800) 331-8378	304.56	9322D-1 SP ED SUPPLIES 9322D-1 SP ED SUPPLIES 9322D-1 SP ED SUPPLIES	05/11/2021 05/11/2021 05/11/2021	21403868 PO-211045 21403868 PO-211045 21403868 PO-211045	24.75 24.75 304.56	N N N
						N
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780	5,741.00	73852 ATTY FEES 73852 ATTY FEES 73970 ATTY FEES	05/04/2021 05/04/2021 05/25/2021	21402346 PV-210608 21402354 PV-210608 21405844 PV-210670	930.00 215.00 4,596.00	Y Y Y



(714) 573-0900

Y PARKER & COVE

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013458 PITNEY BOWES INC 1 ELMCROFT ROAD STAMFORD, CT 06926-0700  (800) 228-1071	299.58	1018067840/39 POST MACH SUPPLS 1018067840/39 POST MACH SUPPLS	05/25/2021 05/25/2021	21405845 PV-210671 21405845 PV-210671	257.32 42.26	N N
002526 PITNEY BOWES RESERVE ACCOUNT 1245 EAST BRICKYARD ROAD SUITE 250 SALT LAKE CITY, UT 84106-4278  ( 0) - 0	2,500.00	DO POSTAGE	05/06/2021	21403119 PV-210624	2,500.00	N
013554 POINT QUEST 8376 FRUITRIDGE RD SACRAMENTO, CA 95828-0949  (916) 422-0571	24,875.00	735603.735618.735631 NPS 1313 & 1321 SP ED NPS ASSTS	05/11/2021 05/18/2021	21403880 PO-210388 21404906 PV-210654	8,120.00 16,755.00	N N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765  (317) 371-3866	26,410.80	7375/7374/7384 SP ED SPCH THPY	05/18/2021	21404894 PO-210303	26,410.80	7
001271 PRO-ED 8700 SHOAL CREEK BLVD AUSTIN, TX 78757  (800) 897-3202	226.08	BW2872011 SP ED FORMS	05/25/2021	21405809 PO-210730	226.08	N
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852  ( 0) - 0	174.09	DHS AG SUPPLIES DHS AG SUPPLIES	05/04/2021 05/04/2021	21402330 PO-210802 21402330 PO-210802	87.05 87.04	N N
010134 READ NATURALLY INC 1284 CORPORATE CENTER DR. #600	566.46	246340 ISLE SUPPLIES	05/06/2021	21403098 PO-210887	566.46	N

SAINT PAUL, MN 55121

(800) 788-4085

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000193 RIO VISTA ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571	356.21	270822 RVHS SUPPLIES #270822 RVHS SUPPLIES 271608 RVHS AG SUPPLIES 271608 RVHS AG SUPPLIES	05/04/2021 05/25/2021 05/25/2021 05/25/2021	21402331 PO-210107 21405831 PO-210107 21405831 PO-210853 21405831 PO-210853	100.17 110.87 72.58 72.59	N N N N
( 0) - 0						N
014071 RIO VISTA BEACON PO BOX 726 BRENTWOOD, CA 94513	150.00	454958 ADVERTISING	05/06/2021	21403120 PV-210625	150.00	N
(925) 550-7811						N
002751 RIO VISTA FORD 1010 STATE HWY 12 RIO VISTA, CA 94571	43.21	4094 TRANS SUPPLIES	05/25/2021	21405832 PO-210061	43.21	N
( 0) - 0						N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	1,752.72	DO WASTE RVHS WASTE DHW WASTE	05/11/2021 05/18/2021 05/18/2021	21403892 PV-210642 21404905 PV-210655 21404905 PV-210655	127.62 780.40 844.70	N N N
( 0) - 0						N
014982 RIVERA-GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690	73.30	F5 SUPPLIES F5 MILEAGE	05/04/2021 05/25/2021	21402332 PO-210355 21405854 TC-210100	50.90 22.40	N N
(916) 270-5670						N
011167 ROCHESTER 100 INC 40 JEFFERSON RD ROCHESTER, NY 14623	785.00	77347 DHW SUPPLIES 77347 DHW SUPPLIES 77347 DHW SUPPLIES 77347 DHW SUPPLIES 77347 DHW SUPPLIES 77347 DHW SUPPLIES	05/11/2021 05/11/2021 05/11/2021 05/11/2021 05/11/2021 05/11/2021	21403869 PO-210867 21403869 PO-210867 21403869 PO-210867 21403869 PO-210867 21403869 PO-210867 21403869 PO-210867	27.22 27.22 36.56 450.00 36.56 335.00	N N N N N N
(585) 475-0200						N
011032 RODARTE, MARIA	73.24	SP ED MILEAGE	05/18/2021	21404919 TC-210095	73.24	N

38559 NETHERLAND ROAD  
SACRAMENTO, CA 95612

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015175 RODRIGUEZ, CRISTAL PO BOX 128 COURTLAND, CA 95615	14.95	ASP CPR	05/18/2021	21404920 TC-210096	14.95	N
( 0) - 0						N
014784 ROMAN, ANA 120 TAHOE RIO VISTA, CA 94571	59.75	SP ED MILEAGE	05/18/2021	21404921 TC-210097	59.75	N
( 0) - 0						N
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571	1,124.57	RMS SUPPLIES	05/04/2021	21402333 PO-210921	15.12	N
		RMS SUPPLIES	05/04/2021	21402333 PO-210921	41.94	N
		RMS SUPPLIES	05/04/2021	21402333 PO-210921	132.64	N
		RMS SUPPLIES	05/04/2021	21402333 PO-210921	29.40	N
		RMS SUPPLIES	05/04/2021	21402333 PO-210921	157.02	N
		RMS SUPPLIES	05/20/2021	21405469 PO-210910	73.76	N
		RMS SUPPLIES	05/20/2021	21405469 PO-210921	36.00	N
		RMS SUPPLIES	05/20/2021	21405469 PO-210921	356.66	N
		RMS SUPPLIES	05/20/2021	21405469 PO-210921	121.85	N
		RMS SUPPLIES	05/20/2021	21405469 PO-210921	81.33	N
		RMS SUPPLIES	05/20/2021	21405469 PO-210921	78.85	N
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415	270.99	100748089 ASP SUPPLIES	05/25/2021	21405810 PO-210981	270.99	N
(800) 288-9941						N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852	6,030.44	WG	05/11/2021	21403894 PV-210644	2,683.08	N
		WG	05/11/2021	21403894 PV-210644	470.85	N
		WG	05/11/2021	21403894 PV-210644	27.69	N
		BATES	05/11/2021	21403894 PV-210644	28.94	N
		BATES	05/11/2021	21403894 PV-210644	2,316.28	N
		BATES	05/11/2021	21403894 PV-210644	391.01	N
		TRANS	05/11/2021	21403894 PV-210644	98.74	N
		TRANS	05/11/2021	21403894 PV-210644	13.85	N





208127398812	BATES SUPPLIES	05/25/2021	21405811	PO-210121	120.53	N
208127319897	RMS SUPPLIES	05/25/2021	21405811	PO-210927	91.08	N
208127319897	RMS SUPPLIES	05/25/2021	21405811	PO-210927	60.72	N
308103744323	RMS SUPPLIES	05/25/2021	21405811	PO-210928	88.76	N
308103744323	RMS SUPPLIES	05/25/2021	21405811	PO-210928	59.16	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014419 SCHOOLMATE.COM PO BOX 2110 KEARNEY, NE 68848-2110  (800) 516-8339	589.15	SM22472E21 ASP SUPPLIES IN000549665 ASP SUPPLIES	05/25/2021 05/25/2021	21405812 PO-210982 21405812 PO-210982	381.25 207.90	N N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710  ( 0) - 0	717.50	EAP052021.14 EMP ASST PRGRM EAP052021.14 EMP ASST PRGRM	05/06/2021 05/06/2021	21403121 PV-210628 21403121 PV-210628	351.57 365.93	N N
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826  ( 0) - 0	6,250.00	211515 DW COURIER, INFO, DATA 211515 DW COURIER, INFO, DATA	05/25/2021 05/25/2021	21405813 PO-210010 21405813 PO-210010	2,250.00 4,000.00	N N
013891 SENTINEL FIRE EQUIPMENT CO INC 5702 BROADWAY SACRAMENTO, CA 95820  (916) 455-5630	5.00	8538 FIRE EXT MAINT 8538 FIRE EXT MAINT 8538 FIRE EXT MAINT	05/04/2021 05/04/2021 05/04/2021	21402348 PV-210610 21402348 PV-210610 21402348 PV-210610	.06 .06 5.00	N N N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710  ( 0) - 0	4,079.75	MAY 2021 PREMIUMS MAY 2021 PREMIUMS MAY 2021 PREMIUMS	05/06/2021 05/06/2021 05/06/2021	21403122 PV-210626 21403122 PV-210626 21403122 PV-210626	1,441.24 2,449.09 189.42	N N N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710  ( 0) - 0	778.68	MAY 2021 PREMIUMS MAY 2021 PREMIUMS MAY 2021 PREMIUMS	05/06/2021 05/06/2021 05/06/2021	21403123 PV-210627 21403123 PV-210627 21403123 PV-210627	57.68 432.60 288.40	N N N
012876 SIERRA BUILDING SYSTEMS INC	495.00	SD427 DHS/CMS MONITORING	05/11/2021	21403896 PV-210643	495.00	N

PO BOX 541  
MEADOW VISTA, CA 95722

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DHS	05/18/2021	21404909	PV-210659	3,246.04	N
ISLE	05/18/2021	21404909	PV-210659	17.13	N
RVHS	05/18/2021	21404909	PV-210659	2,254.31	N
CMS CAFE	05/18/2021	21404912	PV-210659	372.34	N

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Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014069 STAPLES ADVANTAGE	20,920.56	3474645461 BUS OFF SUPPLIES	05/04/2021	21402334	PO-210012	.15	N
500 STAPLES DRIVE		3471495058 BUS OFF SUPPLIES	05/04/2021	21402334	PO-210012	5.19	N
FRAMINGHAM, MA 01702		3474645461 BUS OFF SUPPLIES	05/04/2021	21402334	PO-210012	.15	N
		3474645461 BUS OFF SUPPLIES	05/04/2021	21402334	PO-210012	42.47	N
( 0) - 0		3472317587 BUS OFF SUPPLIES	05/04/2021	21402334	PO-210012	.09	N
N STAPLES CONTRA		3472317587 BUS OFF SUPPLIES	05/04/2021	21402334	PO-210012	.09	N
		3472317587 BUS OFF SUPPLIES	05/04/2021	21402334	PO-210012	24.94	N
		3471495058 BUS OFF SUPPLIES	05/04/2021	21402334	PO-210012	.02	N
		3471495058 BUS OFF SUPPLIES	05/04/2021	21402334	PO-210012	.02	N
		3475439404 ED SV SUPPLIES	05/04/2021	21402334	PO-210040	.40	N
		3475439404 ED SV SUPPLIES	05/04/2021	21402334	PO-210040	113.54	N
		3474338060 ED SV SUPPLIES	05/04/2021	21402334	PO-210040	91.88	N
		3475439404 ED SV SUPPLIES	05/04/2021	21402334	PO-210040	.40	N
		3470330485 ED SV SUPPLIES	05/04/2021	21402334	PO-210040	.14	N
		3470330484 ED SV SUPPLIES	05/04/2021	21402334	PO-210040	.30	N
		3474338060 ED SV SUPPLIES	05/04/2021	21402334	PO-210040	.32	N
		3474338060 ED SV SUPPLIES	05/04/2021	21402334	PO-210040	.32	N
		3470330485 ED SV SUPPLIES	05/04/2021	21402334	PO-210040	.14	N
		3470330484 ED SV SUPPLIES	05/04/2021	21402334	PO-210040	86.45	N
		3470330485 ED SV SUPPLIES	05/04/2021	21402334	PO-210040	39.66	N
		3470330484 ED SV SUPPLIES	05/04/2021	21402334	PO-210040	.30	N
		3474074405 ISLE SUPPLIES	05/04/2021	21402318	PO-210816	1.22	N
		3474074405 ISLE SUPPLIES	05/04/2021	21402318	PO-210816	351.40	N
		3473679322 ISLE SUPPLIES	05/04/2021	21402318	PO-210816	.16	N
		3474074405 ISLE SUPPLIES	05/04/2021	21402318	PO-210816	1.22	N
		3473679322 ISLE SUPPLIES	05/04/2021	21402318	PO-210816	46.93	N
		3473679322 ISLE SUPPLIES	05/04/2021	21402318	PO-210816	.16	N
		3475439406 DHW SUPPLIES	05/04/2021	21402318	PO-210868	1,000.00	N
		3475439406 DHW SUPPLIES	05/04/2021	21402318	PO-210868	420.50	N
		3475439406 DHW SUPPLIES	05/04/2021	21402318	PO-210868	1,691.34	N
		3466436491 DHS SUPPLIES	05/11/2021	21403871	PO-210247	205.43	N
		3466436491 DHS SUPPLIES	05/11/2021	21403871	PO-210247	.71	N
		3464011434 DHS CREDIT	05/11/2021	21403871	PO-210247	.33	N
		3466436491 DHS SUPPLIES	05/11/2021	21403871	PO-210247	.71	N
		3464011434 DHS CREDIT	05/11/2021	21403871	PO-210247	.33	N
		3464011434 DHS CREDIT	05/11/2021	21403871	PO-210247	95.44	N
		3474221743 DHW SUPPLIES	05/11/2021	21403882	PO-210277	192.22	N
		3470330486 DHW SUPPLIES	05/11/2021	21403882	PO-210277	243.92	N
		3471833940 DHW SUPPLIES	05/11/2021	21403882	PO-210277	108.10	N
		3471833941 DHW SUPPLIES	05/11/2021	21403882	PO-210277	148.07	N
		3471833939 DHW SUPPLIES	05/11/2021	21403882	PO-210277	76.62	N
		3473499387 CMS SUPPLIES	05/11/2021	21403882	PO-210323	1.46	N
		3473499387 CMS SUPPLIES	05/11/2021	21403882	PO-210323	1.46	N
		3473499387 CMS SUPPLIES	05/11/2021	21403882	PO-210323	418.26	N

3476414673	DHW SUPPLIES	05/11/2021	21403882	PO-210965	428.85	N
3476414673	DHW SUPPLIES	05/11/2021	21403882	PO-210965	500.00	N
3476568809	ED SV COVID SUPPLIE	05/18/2021	21404895	PO-210402	2,310.48	N
3475715808	ASP SUPPLIES	05/18/2021	21404884	PO-210974	4.43	N
3475715808	ASP SUPPLIES	05/18/2021	21404884	PO-210974	4.43	N
3475715808	ASP SUPPLIES	05/18/2021	21404884	PO-210974	1,271.93	N
3477063503	DHW 4 ELMOS	05/20/2021	21405465	PO-210382	1,297.46	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3477003280 DHW PA SYSTEM	05/20/2021	21405465	PO-210906	562.23	N
		3476568811 DHW SUPPLIES	05/20/2021	21405470	PO-210965	117.62	N
		3476568811 DHW SUPPLIES	05/20/2021	21405470	PO-210965	648.73	N
		3476693909 DHW SUPPLIES	05/20/2021	21405470	PO-210965	247.00	N
		3476693908 DHW SUPPLIES	05/20/2021	21405470	PO-210965	698.34	N
		3476693908 DHW SUPPLIES	05/20/2021	21405470	PO-210965	2,500.00	N
		3477003277 DHW SUPPLIES	05/25/2021	21405814	PO-210258	605.39	N
		3477003277 DHW SUPPLIES	05/25/2021	21405814	PO-210258	2.11	N
		3477003277 DHW SUPPLIES	05/25/2021	21405814	PO-210258	2.11	N
		3475439397 DHW SUPPLIES	05/25/2021	21405833	PO-210905	449.63	N
		3475439382 DHW SUPPLIES	05/25/2021	21405833	PO-210905	50.08	N
		3475439389 DHW SUPPLIES	05/25/2021	21405833	PO-210905	31.56	N
		3475439390 DHW SUPPLIES	05/25/2021	21405833	PO-210905	14.05	N
		3475439386 DHW SUPPLIES	05/25/2021	21405833	PO-210905	47.64	N
		3475439384 DHW SUPPLIES	05/25/2021	21405833	PO-210905	108.07	N
		3475439385 DHW SUPPLIES	05/25/2021	21405833	PO-210905	50.97	N
		3475439383 DHW SUPPLIES	05/25/2021	21405833	PO-210905	96.58	N
		3475439388 DHW SUPPLIES	05/25/2021	21405833	PO-210905	31.89	N
		3475439387 DHW SUPPLIES	05/25/2021	21405833	PO-210905	18.37	N
		3476002152 DHW SUPPLIES	05/25/2021	21405814	PO-210965	74.97	N
		3476502398 ASP SUPPLIES	05/25/2021	21405814	PO-210970	57.41	N
		3476002157 ASP SUPPLIES	05/25/2021	21405814	PO-210970	.12	N
		3475715807 ASP SUPPLIES	05/25/2021	21405814	PO-210970	1.60	N
		3475715807 ASP SUPPLIES	05/25/2021	21405814	PO-210970	1.60	N
		3475715807 ASP SUPPLIES	05/25/2021	21405814	PO-210970	460.86	N
		3476502399 ASP SUPPLIES	05/25/2021	21405814	PO-210970	1.44	N
		3476502398 ASP SUPPLIES	05/25/2021	21405814	PO-210970	.20	N
		3476502398 ASP SUPPLIES	05/25/2021	21405814	PO-210970	.20	N
		3476502399 ASP SUPPLIES	05/25/2021	21405814	PO-210970	1.44	N
		3476502399 ASP SUPPLIES	05/25/2021	21405814	PO-210970	414.73	N
		3476002157 ASP SUPPLIES	05/25/2021	21405814	PO-210970	35.91	N
		3476002157 ASP SUPPLIES	05/25/2021	21405814	PO-210970	.12	N
		3475715812 ASP SUPPLIES	05/25/2021	21405814	PO-210976	.35	N
		3476568812 ASP SUPPLIES	05/25/2021	21405814	PO-210976	.06	N
		3476568814 ASP SUPPLIES	05/25/2021	21405814	PO-210976	57.41	N
		3476568813 ASP SUPPLIES	05/25/2021	21405814	PO-210976	.12	N
		3476568813 ASP SUPPLIES	05/25/2021	21405814	PO-210976	.12	N
		3475715810 ASP SUPPLIES	05/25/2021	21405814	PO-210976	131.84	N
		3475715812 ASP SUPPLIES	05/25/2021	21405814	PO-210976	101.58	N
		3475715812 ASP SUPPLIES	05/25/2021	21405814	PO-210976	.35	N
		3476568812 ASP SUPPLIES	05/25/2021	21405814	PO-210976	.06	N
		3476568812 ASP SUPPLIES	05/25/2021	21405814	PO-210976	17.23	N
		3477003281 ASP SUPPLIES	05/25/2021	21405814	PO-210976	1.44	N
		3477003281 ASP SUPPLIES	05/25/2021	21405814	PO-210976	1.44	N



3477003281	ASP	SUPPLIES	05/25/2021	21405814	PO-210976	414.73	N
3475715809	ASP	SUPPLIES	05/25/2021	21405814	PO-210976	3.97-	N
3475715809	ASP	SUPPLIES	05/25/2021	21405814	PO-210976	3.97	N
3475715809	ASP	SUPPLIES	05/25/2021	21405814	PO-210976	1,140.73	N
3476568814	ASP	SUPPLIES	05/25/2021	21405814	PO-210976	.20-	N
3476568814	ASP	SUPPLIES	05/25/2021	21405814	PO-210976	.20	N
3475715810	ASP	SUPPLIES	05/25/2021	21405814	PO-210976	.46-	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3475715810 ASP SUPPLIES	05/25/2021	21405814 PO-210976	.46	N
		3475715811 ASP SUPPLIES	05/25/2021	21405814 PO-210976	75.41	N
		3475715811 ASP SUPPLIES	05/25/2021	21405814 PO-210976	.26	N
		3475715811 ASP SUPPLIES	05/25/2021	21405814 PO-210976	.26	N
		3476568813 ASP SUPPLIES	05/25/2021	21405814 PO-210976	33.36	N
		3476630810 ASP SUPPLIES	05/25/2021	21405814 PO-210979	43.22	N
		3476630810 ASP SUPPLIES	05/25/2021	21405814 PO-210979	.15	N
		3476630810 ASP SUPPLIES	05/25/2021	21405814 PO-210979	.15	N
		3476502400 ASP SUPPLIES	05/25/2021	21405814 PO-210979	.14	N
		3476502400 ASP SUPPLIES	05/25/2021	21405814 PO-210979	.14	N
		3476502400 ASP SUPPLIES	05/25/2021	21405814 PO-210979	40.87	N
		3476502401 ASP SUPPLIES	05/25/2021	21405814 PO-210979	.19	N
		3476502401 ASP SUPPLIES	05/25/2021	21405814 PO-210979	.19	N
		3476502401 ASP SUPPLIES	05/25/2021	21405814 PO-210979	55.43	N
		3476002160 ASP SUPPLIES	05/25/2021	21405814 PO-210979	.04	N
		3476002160 ASP SUPPLIES	05/25/2021	21405814 PO-210979	.04	N
		3476002160 ASP SUPPLIES	05/25/2021	21405814 PO-210979	11.63	N
		3476502402 ASP SUPPLIES	05/25/2021	21405814 PO-210979	.26	N
		3476502402 ASP SUPPLIES	05/25/2021	21405814 PO-210979	.26	N
		3476502402 ASP SUPPLIES	05/25/2021	21405814 PO-210979	75.03	N
		3476502403 ASP SUPPLIES	05/25/2021	21405814 PO-210979	.14	N
		3476502403 ASP SUPPLIES	05/25/2021	21405814 PO-210979	38.80	N
		3476502403 ASP SUPPLIES	05/25/2021	21405814 PO-210979	.14	N
		3476937896 ASP SUPPLIES	05/25/2021	21405833 PO-210980	.04	N
		3476937896 ASP SUPPLIES	05/25/2021	21405833 PO-210980	12.28	N
		3476937896 ASP SUPPLIES	05/25/2021	21405833 PO-210980	.04	N
		3477413218 ASP SUPPLIES	05/25/2021	21405833 PO-210980	130.50	N
		3476937897 ASP SUPPLIES	05/25/2021	21405833 PO-210980	.09	N
		3476937897 ASP SUPPLIES	05/25/2021	21405833 PO-210980	.09	N
		3476937897 ASP SUPPLIES	05/25/2021	21405833 PO-210980	26.09	N
		3477340577 ASP SUPPLIES	05/25/2021	21405833 PO-210980	.46	N
		3477340577 ASP SUPPLIES	05/25/2021	21405833 PO-210980	.46	N
		3477340577 ASP SUPPLIES	05/25/2021	21405833 PO-210980	133.07	N
		3477340579 ASP SUPPLIES	05/25/2021	21405833 PO-210980	.14	N
		3477413218 ASP SUPPLIES	05/25/2021	21405833 PO-210980	.45	N
		3477340579 ASP SUPPLIES	05/25/2021	21405833 PO-210980	.14	N
		3477413218 ASP SUPPLIES	05/25/2021	21405833 PO-210980	.45	N
		3477340579 ASP SUPPLIES	05/25/2021	21405833 PO-210980	39.12	N
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571	811.76	23100 TRANS SUPPLIES	05/06/2021	21403109 PO-210715	811.76	N

(707) 374-5567

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010706 SUPER DUPER PUBLICATIONS 5201 PELHAM ROAD GREENVILLE, SC 29615-5723  (864) 228-3536 N SUPER DUPER IN	145.34	2622279A F5 SUPPLIES	05/25/2021	21405815 PO-210916	145.34	N
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571  (707) 374-2680 N	242.39	RVHS SUPPLIES	05/06/2021	21403101 PO-210109	242.39	N
014728 TEACHER SYNERGY TEACHERS PAY TEACHERS 75 REMITTANCE DRIVE DEPT 6759 CHICAGO, IL 60675-6759  ( 0) - 0 N	4,050.00	10203 RVHS RESOURCE LICENSES	05/25/2021	21405816 PO-210106	4,050.00	N
010359 THERAPRO INC 225 ARLINGTON ST. FARMINGHAM, MA 01702-8723  (800) 257-5376 N	269.50	491524 SP ED SUPPLIES 491524 SP ED SUPPLIES 491524 SP ED SUPPLIES	05/11/2021 05/11/2021 05/11/2021	21403872 PO-211044 21403872 PO-211044 21403872 PO-211044	21.90 269.50 21.90-	N N N
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013  (877) 487-2877 N	2,955.02	RVHS LD DHS LD DO LD	05/18/2021 05/18/2021 05/18/2021	21404910 PV-210657 21404910 PV-210657 21404910 PV-210657	1,294.11 1,262.58 398.33	N N N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012  ( 0) - 0 N	10,899.84	MAY 2021 GASB 75	05/04/2021	21402351 PV-210612	10,899.84	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	427.73	DO SHIPPING	05/04/2021	21402350 PV-210611	208.15	N
		DO SHIPPING	05/06/2021	21403124 PV-210629	79.10	N
		DO SHIPPING	05/18/2021	21404911 PV-210658	59.80	N
		DO SHIPPING	05/25/2021	21405846 PV-210673	80.68	N
( 0) - 0 N						
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258	603.71	443216817 DHW LEASE	05/25/2021	21405817 PO-210278	153.71	N
		443216817 DHW LEASE	05/25/2021	21405817 PO-210278	450.00	N
(800) 328-5371 N						
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004	6,387.61	WG SFTY	05/25/2021	21405847 PV-210676	.53	7
		RVHS CUST	05/25/2021	21405847 PV-210676	204.16	7
		RMS SFTY	05/25/2021	21405847 PV-210676	.53	7
		DHS CUST	05/25/2021	21405847 PV-210676	102.08	7
( ) - Y VERIZON WIRELE		COUNSELORS	05/25/2021	21405847 PV-210676	153.12	7
		DHW ADMIN	05/25/2021	21405847 PV-210676	102.80	7
		DHS SFTY	05/25/2021	21405847 PV-210676	.53	7
		CTF CREDITS	05/25/2021	21405847 PV-210676	2,717.00	7
		HOTSPOTS	05/25/2021	21405847 PV-210676	5,775.84	7
		ISLE ADMIN	05/25/2021	21405847 PV-210676	51.04	7
		ISLE CUST	05/25/2021	21405847 PV-210676	51.04	7
		ISLE SFTY	05/25/2021	21405847 PV-210676	.53	7
		ED SV	05/25/2021	21405847 PV-210676	51.04	7
		NURSE	05/25/2021	21405847 PV-210676	237.29	7
		TRANS	05/25/2021	21405847 PV-210676	129.60	7
		DHW CUST	05/25/2021	21405847 PV-210676	10.64	7
		BATES ADMIN	05/25/2021	21405847 PV-210676	54.04	7
		CMS CUST	05/25/2021	21405847 PV-210676	51.04	7
		GARDENERS	05/25/2021	21405847 PV-210676	102.08	7
		DHW SFTY	05/25/2021	21405847 PV-210676	.53	7
		RVHS SFTY	05/25/2021	21405847 PV-210676	51.04	7
		BATES CUST	05/25/2021	21405847 PV-210676	102.08	7
		TRANS	05/25/2021	21405847 PV-210676	525.71	7
		RMS CUST	05/25/2021	21405847 PV-210676	51.76	7
		RVHS ADMIN	05/25/2021	21405847 PV-210676	153.12	7
		ASP	05/25/2021	21405847 PV-210676	68.05	7
		ASP	05/25/2021	21405847 PV-210676	68.05	7
		DO SFTY	05/25/2021	21405847 PV-210676	42.87	7
		MAINT	05/25/2021	21405847 PV-210676	415.93	7

OPERATIONS	05/25/2021	21405847	PV-210676	10.21	7
RMS ADMIN	05/25/2021	21405847	PV-210676	61.04	7
ASP	05/25/2021	21405847	PV-210676	68.04	7
WG CUST	05/25/2021	21405847	PV-210676	51.04	7
DHS ADMIN	05/25/2021	21405847	PV-210676	50.97	7
ED SV	05/25/2021	21405847	PV-210676	102.08	7
SP ED	05/25/2021	21405847	PV-210676	204.16	7

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014978 WALLACE, STACY 1266 IVY WAY MANTECA, CA 95336  (714) 305-0061	562.84	ISLE SUPPLIES ISLE SUPPLIES ISLE SUPPLIES ISLE SUPPLIES	05/20/2021 05/20/2021 05/20/2021 05/25/2021	21405471 PO-210856 21405471 PO-211001 21405471 PO-211002 21405834 PO-211003	84.29 196.50 229.46 52.59	N N N N
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251  ( 0) - 0	806.55	DHS WASTE	05/11/2021	21403897 PV-210645	806.55	N
010175 WEATHERS, MARY P.O. BOX 646 CLARKSBURG, CA 95612  ( 0) - 0	178.88	DHS SUPPLIES DHS SUPPLIES	05/25/2021 05/25/2021	21405856 TC-210103 21405856 TC-210103	89.44 89.44	N N
012247 WELLS FARGO BANK WF 8113 P.O. BOX 1450 MINNEAPOLIS, MN 55485-8113  ( 0) - 0	450.00	1965647 PAYING AGENT FEE	05/25/2021	21405848 PV-210674	450.00	N
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688  (707) 451-3000	4,122.64	RVHS LEASE RMS LEASE RMS LEASE DHW LEASE	05/06/2021 05/06/2021 05/06/2021 05/06/2021	21403125 PV-210630 21403125 PV-210630 21403125 PV-210630 21403125 PV-210630	1,030.66 1,030.66 1,030.66 1,030.66	N N N N
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551  (916) 913-6191	657.50	209469 BATES PRINTER COSTS 209332 F5 PRINTER CHARGES 214605 DO PRINT CHARGES 214605 DO PRINT CHARGES 214605 DO PRINT CHARGES 214605 DO PRINT CHARGES 214605 DO PRINT CHARGES 214605 DO PRINT CHARGES	05/04/2021 05/04/2021 05/25/2021 05/25/2021 05/25/2021 05/25/2021 05/25/2021 05/25/2021	21402335 PO-210125 21402335 PO-210726 21405849 PV-210675 21405849 PV-210675 21405849 PV-210675 21405849 PV-210675 21405849 PV-210675 21405849 PV-210675	95.94 126.61 28.19 80.10 50.79 14.50 87.52 29.52	N N N N N N N N

214605 DO PRINT CHARGES	05/25/2021	21405849	PV-210675	27.06	N
214605 DO PRINT CHARGES	05/25/2021	21405849	PV-210675	117.27	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012493 WOODCRAFT 9523 FOLSOM BLVD SACRAMENTO, CA 95827  (916) 362-9664	4,958.14	3200242347 DHS AG SUPPLIES 3200242347 DHS AG SUPPLIES	05/18/2021 05/18/2021	21404886 PO-210987 21404886 PO-210987	2,479.07 2,479.07	N N
014388 WPS PUBLISH 625 ALASKA AVENUE TORRANCE, CA 90503-5124  (800) 648-8857	549.51	S04374 SP ED SUPPLIES	05/25/2021	21405818 PO-210962	549.51	N
000585 WRIGHT, STEVE 400 S FRONT STREET RIO VISTA, CA 94571  ( 0) - 0	200.48	ED SV MILEAGE	05/25/2021	21405857 TC-210104	200.48	N
District total:	760,385.48					
Report total:	760,385.48					

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Vina Guzman, Interim Chief Business Officer

Item Number: 10.4

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

**SUBJECT:**

Request to Approve the Food Service Management Contract Extension with Sodexo for FY 2021-2022

**BACKGROUND:**

Under provisions of State and Federal law governing school food services, contracts for Management of Food Service Programs must be publicly bid at least every five years.

The Board approved the RFP prepared by staff based on guidance from California Department of Education, which issued its approval of the RFP in April 2019.

Public notices were published in the Sacramento Bee inviting interested parties to request copies of the RFP. District staff sent copies of the RFP to three firms known to be active in food services management for public school districts.

A mandatory tour of the district sites was held April 17, 2019. Three prospective vendors participated. Proposal deadline per the RFP was May 10, 2019.

**STATUS:**

The District awarded the Food Service Management Contract to Sodexo at the June 11, 2019 Board meeting to begin in FY 2019-2020. FY 2021-2022 will be in its third of the five-year eligibility. The District would like to exercise the second extension to Sodexo for Food Service Management.

**PRESENTER:**

Vina Guzman, Interim Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT: N/A**

**COST AND FUNDING SOURCES:**

Fees to be paid from revenues received in the Cafeteria Fund for meals served.  
Possible contribution from General Fund may be required at year end.

**RECOMMENDATION:**

That the Board approves Sodexo as the Food Service Management Contractor for FY 2021-2022.

Time allocated: 5 minutes

**CONTRACT EXTENSION**

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 Pages

Renewal (Extension Number) <b>2</b>	Agreement Number (Base year) <b>FSMC 2019</b>
--	--

1. This Extension Agreement is entered into between the School Food Authority and Contractor named below:

SCHOOL FOOD AUTHORITY'S NAME  
River Delta Unified School District

---

FOOD SERVICE MANAGEMENT COMPANY'S NAME  
Sodexo America, LLC

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2. Base year contract term: Effective date: **7/1/2019** Expiration date: **6/30/2020**

Extension year: Effective date: **7/1/2021** Expiration date: **6/30/2022**

---

3. The maximum dollar amount of this contract is equal to the fixed cost per meal multiplied by the number of meals:

**\$571,018** (maximum dollar amount)

---

4. The parties mutually agree to this extension as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein: (Note: This section is used to indicate the current cost per meal. Please include your cost per meal table.)

- A. The parties have agreed to renew the Agreement for an additional one-year period pursuant to Section II. General Terms and Conditions A. Term of the Agreement. There are up to two [2] additional one-year renewal options available.
- B. The following "Cost Per Meal" table shall supersede and replace the current table contained in Exhibit B of the Agreement:

**COST PER MEAL**

LINE ITEM	UNITS	RATE	TOTAL
Breakfast	87,904	\$ 1.724	\$ 151,547
Lunch	144,489	\$ 1.933	\$ 279,296
Snacks	13,307	\$ 0.627	\$ 8,344
Seamless Summer Feeding Option	7,500	\$ 1.933	\$ 14,498
Child and Adult Care Food Program Supper	42,774	\$ 2.299	\$ 98,338
Non-Reimbursable Meals @ \$3.00 Meal Equivalent	9,827	\$ 1.933	\$ 18,995
<b>Total Meals, Rate &amp; Total</b>	<b>305,801</b>	<b>\$ 1.867</b>	<b>\$ 571,018</b>

**FOOD SERVICE MANAGEMENT COMPANY**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Sodexo America, LLC

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Leslie Milinkovic, Senior Vice President

ADDRESS

9801 Washingtonian Blvd., Gaithersburg, MD 20878 Attn: Law Department

**SCHOOL FOOD AUTHORITY**

SCHOOL FOOD AUTHORITY NAME

River Delta Unified School District

BY (Authorized Signature)



Katherine Wright

DATE SIGNED (Do not type)

3/16/21

PRINTED NAME AND TITLE OF PERSON SIGNING

Katherine Wright, Superintendent

ADDRESS

445 Montezuma Street, Rio Vista, CA 94571

**Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application 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 public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
  
- B. Where the Respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Sodexo America, LLC

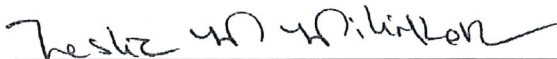
River Delta Unified School District

Contractor/Company Name

Award Number, Contract Number, or Project Name

Leslie M. Milinkovic, Vice President

Name(s) and Title(s) of Authorized Representatives

  
Signature(s)

3/5/2021

Date

### Attachment I: Certification Regarding Lobbying

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Sodexo America, LLC


Street address: 9801 Washingtonian Blvd.

City, State, Zip: Gaithersburg, Maryland 20878

Leslie M. Milinkovic

CERTIFIED BY: (type or print)

TITLE: Vice President

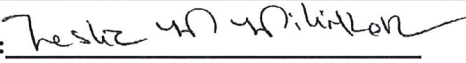
  
(Signature)

3/5/2021

(Date)

**4. Disclosure of Lobbying Activities**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352 (See reverse for public burden disclosure)**

<p><b>1. Type of Federal Action:</b>                  A a. contract                  b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  A/B a. bid/offer/application                  b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  A a. initial filing                  b. material change</p> <p><b>For material change only:</b> Year ___ quarter ___                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  X Prime Subawardee                  Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>                  Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b>                  U.S. Congress Department of Defense USDA</p>	<p><b>7. Federal Program Name/Description:</b>                  CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b>                  UNKNOWN</p>	<p><b>9. Award Amount, if known:</b>                  \$ UNKNOWN</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i>                  Sodexo America, LLC                  9801 Washingtonian Blvd.                  Gaithersburg, Maryland 20878</p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i>                  McGlockton, Joan                  Bukar, Nancy</p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> </p> <p><b>Print Name:</b> Leslie M. Milinkovic</p> <p><b>Title:</b> Vice President</p> <p><b>Telephone No.:</b> 425-213-4393</p> <p><b>Date:</b> 3/5/2021</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction</b>                  Standard Form - LLL (Rev. 7-97)</p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.5

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

**SUBJECT:**

Request to Approve the Independent Contract for Services Agreement with Sara Hall, a Board Certified Behavioral Analyst, for the 2021-2022 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 three years.

**STATUS:**

The 2020-2021 contract was \$30,000. The 2021-2022 contract is not to exceed \$30,000.

**PRESENTER:**

Tom Anderson, Director of Special Education

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Not to exceed \$30,000 paid by Special Education funds.

**RECOMMENDATION:**

That the Board approves the Independent Contract for Services Agreement with Sara Hall, BCBA, for the 2021-2022 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:

1. TERM: The term of this agreement is from July 1, 2021 through June 30, 2022. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with 60 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

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

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

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

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

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

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

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

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Sara M. Hall, M.A., BCBA

Printed/Typed Name \_\_\_\_\_ Date \_\_\_\_\_

Requested By \_\_\_\_\_ Date \_\_\_\_\_

Social Security Number/Federal Tax ID Number \_\_\_\_\_

Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Budget Code (Name & Coding) \_\_\_\_\_

Contact Phone and Email \_\_\_\_\_

Board of Trustees Action \_\_\_\_\_ Date \_\_\_\_\_

Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

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

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

*Creating Excellence To Ensure That All Students Learn*

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.6

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

**SUBJECT:**

Request to approve the Independent Contract for Services Agreement with Hand-in-Hand Therapeutics for the 2021-2022 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 seven years.

**STATUS:**

This is a renewal contract. The 2020-2021 contract was \$45,000. The 2021-2022 contract is not to exceed \$45,000.

**PRESENTER:** Tom Anderson, Director of Special Education

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

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

**RECOMMENDATION:**

That the Board approves the Independent Contract for Services Agreement with Hand-in-Hand Therapeutics for the 2021-2022 school year at a cost not to exceed \$45,000.

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 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, 2021 through June 30, 2022. 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.



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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.7

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

**SUBJECT:**

Request to Approve the Professional Expert Agreement with Linda Mitchell for Adapted Physical Education Services for the 2021-2022 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 2021-2022 school year. The 2020-2021 contract was \$1,000. The 2021-2022 contract is not to exceed \$1,000.

**PRESENTER:** Tom Anderson, Director of Special Education

**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 2021-2022 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, 2021 to: June 30, 2022.

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 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.8

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

**SUBJECT:**

Request to Approve the Independent Contract for Services Agreement with Meladee McCarty to Provide Program Specialist Services for the 2021-2022 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 2020-2021 contract was \$5,000. The 2021-2022 contract is not to exceed \$5,000.

**PRESENTER:** Tom Anderson, Director of Special Education

**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 Independent Contract for Services Agreement with Meladee McCarty to provide Program Specialist services for the 2021-2022 school year at a cost not to exceed \$5,000.

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 Meladee McCarty, hereinafter referred to as "CONSULTANT."

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

1. TERM: The term of this agreement is from July 1, 2021 through June 30, 2022. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with 60 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

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

2. PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:  
\$ 40 per day week month year or per 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.

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

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

**Independent Contractor Agreement**

6. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

7. CONFLICTS OF INTEREST: Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract).

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

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

**CONTRACTOR/CONSULTANT:**

**RIVER DELTA UNIFIED SCHOOL DISTRICT:**

Meladee McCarty

\_\_\_\_\_  
Printed/Typed Name Date

\_\_\_\_\_  
Requested By Date

\_\_\_\_\_  
Social Security Number/Federal Tax ID Number

\_\_\_\_\_  
Approval Signature Date

\_\_\_\_\_  
Address State Zip

\_\_\_\_\_  
Budget Code (Name & Coding)

\_\_\_\_\_  
Contact Phone and Email

\_\_\_\_\_  
Board of Trustees Action Date

\_\_\_\_\_  
Signature (Contractor/Consultant Authorized Representative)

**Consultant must answer the two questions below:**

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

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

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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 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.9

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

**SUBJECT:**

Request to Approve the Expert Agreement with Hancoch McCarty to Provide Assistive Technology Services and Assessments for the 2021-2022 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 five years.

**STATUS:**

The 2020-2021 contract was \$10,000. The 2021-2022 contract is not to exceed \$10,000.

**PRESENTER:** Tom Anderson, Director of Special Education

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

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

**RECOMMENDATION:**

That the Board approves the Independent Contract for Services Agreement with Hanoch McCarty for the 2021-2022 school year at a cost not to exceed \$10,000.

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 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, 2021 through June 30, 2022. 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.

### 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:

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.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.10

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

**SUBJECT:**

Request to Approve the Independent Contract for Services Agreement with Elaine H. Talley, M.Ed.,J.D. for the 2021-2022 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 four years.

**STATUS:**

The 2020-2021 contract was \$3,000. The 2021-2022 contract is not to exceed \$3,000.

**PRESENTER:** Tom Anderson, Director of Special Education

**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 2021-2022 school year at a cost not to exceed \$3,000.

Time allocated: 2 minutes



# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

## INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

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

1. TERM: The term of this agreement is from July 1, 2021 through June 30, 2022. Extension or renewal requires approval of DISTRICT Superintendent or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

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

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

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

Not to exceed \$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 but must be pre-approved. All payments will be based on invoices submitted to DISTRICT by CONSULTANT and approved by DISTRICT'S authorized representative. The CONSULTANT shall provide an itemization of costs on submitted invoice with receipts attached.

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

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





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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.11

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

**SUBJECT:**

Request to approve the Bates Elementary School, DH White Elementary School, Riverview Middle School and Walnut Grove Elementary School's Single Plans for Student Achievement for the 2021-2022 school year.

**BACKGROUND:**

The SPSA's describe goals and actions supported with Title I and Local Control Funding Formula (LCFF) dollars to increase student achievement, promote positive school climate, increase parent involvement and provide supplemental programs to accelerate student achievement. These goals align with the River Delta Unified School District Local Control and Accountability Plan (LCAP). State and Federal funds are allocated based on the numbers of students eligible for free or reduced lunch, English Learners, and foster youth.

Bates Elementary School, DH White Elementary School, Riverview Middle School and Walnut Grove Elementary School have met with their School Site Councils (SSC) and the SSC have approved the attached plans. The plans are now being submitted to the RUDSD Board of Trustees for approval.

**STATUS:**

Educational Services has reviewed Bates Elementary School, DH White Elementary School, Riverview Middle School and Walnut Grove Elementary School SPSAs and recommends them for Board approval.

**PRESENTER:** Site Principals

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Nicole Latimer, Chief Educational Services Officer

**COST AND FUNDING SOURCES:** N/A

**RECOMMENDATION:**

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

Time allocated: 3 minutes

School Year: **2021-22**

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Bates Elementary	34674136033641	May 26, 2021	

## 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)

- Schoolwide Program
- Comprehensive 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.

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.

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# Comprehensive Needs Assessment Components

## Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

## Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Bates parents and families are given the opportunity to provide feedback to improve or implement programs via ELAC, PTA and other parents meetings. In addition, our SSC also provides feedback to address district LCAP goals and school site goals.

## Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Bates Elementary implemented peer teacher quarterly observations known as "Pineappling" in 2016. Pineappling was developed to have teachers observe their colleagues and walk away with a small tidbit they can apply to their own work. The teachers select a strategy they would like to present and chart it for others to select the observation. They provide positive feedback and find ways to implement those strategies in they own classroom.

The other types of observations are formal and informal administrator observations. The formal observations are scheduled with the teacher in advance and the informal are weekly and as frequent as needed.

## Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

## Standards, Assessment, and Accountability

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

There have been multiple local assessments to use as tools to improve instruction and continue to close the achievement gaps. Bates has used SBAC (when available), MAP, class assessments, ELPAC, STAR Reading and STAR Early Lit and teacher collaboration.

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

Teachers monitor the following to modify their instruction: MAP scores, STAR Early Lit, STAR Reading, and all of curriculum imbedded assessments to address and adjust instruction and meet the needs of the students.

## Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

All teachers at Bates Elementary meet the requirements for highly qualified staff. Every teacher holds a teaching credential.

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

Teachers have received professional development to address the needs of the students during COVID to teach the adopted curriculum via Zoom platform.

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

They have received Number Talk training, Academic Conversation, and AVID trainings.

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

We have AVID ongoing support from Sacramento County Office of Education.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Teachers at Bates Elementary have Collaboration time during early Wednesday release days, during staff meetings and during cluster collaboration times.

## Teaching and Learning

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

Bates teachers align curriculum with their instruction and use appropriate content materials aligned to the state standards for each learning cycle.

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

Bates has traditionally allocated over 90 minutes of Math and ELA.

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

Bates has other courses that we offer to our students in K-6 that address interventions and engagement.

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

The district provides all standard-based approved curriculum and other licenses that provide students the opportunity.

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

Bates uses instructional materials that are funded by the school and others by the district.

## **Opportunity and Equal Educational Access**

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

Students at Bates are provided with the instructional minutes to help support students to meet academic standards.

Evidence-based educational practices to raise student achievement

Counselor/student/parent meetings; interventions in the classroom; creating a list of students.

## **Parental Engagement**

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

Parents actively participate in the following parent meetings: PTA, ELAC, DELAC, and other district level meetings to voice their concerns and provide feedback.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Parents are invited and encouraged to participate in all school events to plan and provide feedback on programs.



## Funding

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

School Site Council

Fiscal support (EPC)

District provides fiscal support.

## **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 2020-2021 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. The Courtland Town Association has also provide advice to review this plan.

## **Resource Inequities**

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

Our District serves approximately 2383 students in the Transitional kindergarten through twelfth grades. In 2018-2019 was the last CAASPP assessments administered due to COVID-19 school closures, 44.03% of the students met or exceeded standards in English Language Arts and 31.46% of students met or exceeded standards in Math on the SBAC scores. The SBAC scores break down for the Bates Elementary school is 50% of the students met or exceeded standards in English Language Arts and 38.89% of students met or exceeded standards in Math. The demographic breakdown is 62.6% of our students are English Language Learners and 7.81% of ELL students were Re-designated Fluent English Proficient, 92.68% 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 the student numbers drop the number of teachers also drops creating multiple combination classes. In addition, our commitment to our students requires involvement and collaboration to direct the focus on 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" intervention.

Additionally, students without IEPs also receive services from staff members traditionally known as resource specialists or instructional assistants in the regular education classroom.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
American Indian	%	%	0%			0
African American	%	%	0%			0
Asian	%	%	0%			0
Filipino	0.76%	0.83%	0%	1	1	0
Hispanic/Latino	90.08%	90.08%	95.93%	118	109	118
Pacific Islander	%	%	0%			0
White	8.40%	8.26%	4.07%	11	10	5
Two or More Responses	%	0.83%	0%		1	0
Not Reported	0.76%	%	0%	1		0
<b>Total Enrollment</b>				131	121	123

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	17-18	18-19	19-20
Kindergarten	14	13	20
Grade 1	22	14	15
Grade 2	19	22	16
Grade3	23	18	19
Grade 4	18	22	15
Grade 5	15	17	21
Grade 6	20	15	17
<b>Total Enrollment</b>	131	121	123

### Conclusions based on this data:

1. There is a high percentage of Hispanic students who attend Bates Elementary School. Most of these students come from farm working families as this area is well known for their rich agricultural area. The student who attend school are based in due to their home location.
2. This student enrollment data was based on CBED date and as the COVID pandemic hit some families moved and our enrollment dropped.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
English Learners	77	64	77	58.8%	52.9%	62.6%
Fluent English Proficient (FEP)	29	33	30	22.1%	27.3%	24.4%
Reclassified Fluent English Proficient (RFEP)	28	5	5	24.1%	6.5%	7.8%

### Conclusions based on this data:

1. Bates Elementary had a high percentage in RFEP the 17-18 which was the last year we used the CELDT scores. The percentages are less the other years due to the ELPAC assessment and new district reclassification criteria. Bates staff has implemented "ELPAC Boot camp" to focus on the different sections of the ELPAC assessment and help students build self confidence.
2. Bates continues with the effort to always improve and celebrate students' reclassification RFEP.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	19	22	17	19	22	17	19	22	17	100	100	100
Grade 4	16	18	20	16	18	20	16	18	20	100	100	100
Grade 5	20	18	17	20	17	17	20	17	17	100	94.4	100
Grade 6	32	22	18	32	21	18	32	21	18	100	95.5	100
All	87	80	72	87	78	72	87	78	72	100	97.5	100

\* The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	2425.	2396.	2406.	21.05	18.18	17.65	26.32	27.27	29.41	26.32	18.18	23.53	26.32	36.36	29.41
Grade 4	2429.	2430.	2446.	18.75	11.11	15.00	12.50	16.67	30.00	25.00	33.33	10.00	43.75	38.89	45.00
Grade 5	2450.	2481.	2479.	5.00	11.76	11.76	25.00	29.41	35.29	20.00	35.29	23.53	50.00	23.53	29.41
Grade 6	2514.	2517.	2541.	12.50	4.76	27.78	28.13	33.33	33.33	28.13	47.62	22.22	31.25	14.29	16.67
All Grades	N/A	N/A	N/A	13.79	11.54	18.06	24.14	26.92	31.94	25.29	33.33	19.44	36.78	28.21	30.56

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	21.05	31.82	17.65	42.11	22.73	58.82	36.84	45.45	23.53
Grade 4	25.00	0.00	20.00	50.00	55.56	45.00	25.00	44.44	35.00
Grade 5	15.00	23.53	17.65	40.00	35.29	58.82	45.00	41.18	23.53
Grade 6	21.88	9.52	22.22	46.88	57.14	55.56	31.25	33.33	22.22
All Grades	20.69	16.67	19.44	44.83	42.31	54.17	34.48	41.03	26.39

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	15.79	9.09	23.53	63.16	54.55	41.18	21.05	36.36	35.29
Grade 4	6.25	5.56	5.00	50.00	61.11	60.00	43.75	33.33	35.00
Grade 5	10.00	29.41	23.53	45.00	47.06	58.82	45.00	23.53	17.65
Grade 6	18.75	4.76	27.78	53.13	66.67	50.00	28.13	28.57	22.22
All Grades	13.79	11.54	19.44	52.87	57.69	52.78	33.33	30.77	27.78

<b>Listening</b>									
<b>Demonstrating effective communication skills</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>
<b>Grade 3</b>	21.05	22.73	5.88	73.68	50.00	82.35	5.26	27.27	11.76
<b>Grade 4</b>	18.75	5.56	20.00	31.25	77.78	75.00	50.00	16.67	5.00
<b>Grade 5</b>	5.00	11.76	11.76	65.00	64.71	58.82	30.00	23.53	29.41
<b>Grade 6</b>	12.50	14.29	27.78	71.88	80.95	61.11	15.63	4.76	11.11
<b>All Grades</b>	13.79	14.10	16.67	63.22	67.95	69.44	22.99	17.95	13.89

<b>Research/Inquiry</b>									
<b>Investigating, analyzing, and presenting information</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>
<b>Grade 3</b>	21.05	18.18	11.76	57.89	54.55	52.94	21.05	27.27	35.29
<b>Grade 4</b>	12.50	11.11	15.00	50.00	50.00	40.00	37.50	38.89	45.00
<b>Grade 5</b>	0.00	11.76	11.76	50.00	58.82	52.94	50.00	29.41	35.29
<b>Grade 6</b>	31.25	19.05	38.89	43.75	61.90	44.44	25.00	19.05	16.67
<b>All Grades</b>	18.39	15.38	19.44	49.43	56.41	47.22	32.18	28.21	33.33

**Conclusions based on this data:**

1. This data displays the number of students who have taken the SBAC and their growth. Our goal is to increase the percentage in the overall of the "At or Near Standard" to approximately 5-10 points each year. However, we have the challenge of learning loss in the upcoming years due to COVID school closure.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	19	22	17	19	22	17	19	22	17	100	100	100
Grade 4	16	18	20	16	18	20	16	18	20	100	100	100
Grade 5	20	18	17	20	17	17	20	17	17	100	94.4	100
Grade 6	32	22	18	32	21	18	32	21	18	100	95.5	100
All	87	80	72	87	78	72	87	78	72	100	97.5	100

\* The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	2412.	2416.	2425.	10.53	18.18	5.88	21.05	22.73	41.18	36.84	27.27	23.53	31.58	31.82	29.41
Grade 4	2445.	2462.	2462.	12.50	5.56	15.00	25.00	22.22	25.00	25.00	55.56	35.00	37.50	16.67	25.00
Grade 5	2469.	2458.	2500.	5.00	11.76	17.65	15.00	5.88	17.65	35.00	29.41	29.41	45.00	52.94	35.29
Grade 6	2498.	2517.	2488.	6.25	9.52	5.56	12.50	4.76	27.78	46.88	57.14	33.33	34.38	28.57	33.33
All Grades	N/A	N/A	N/A	8.05	11.54	11.11	17.24	14.10	27.78	37.93	42.31	30.56	36.78	32.05	30.56

Concepts & Procedures Applying mathematical concepts and procedures										
Grade Level	% Above Standard			% At or Near Standard			% Below Standard			
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	
Grade 3	15.79	18.18	23.53	42.11	59.09	47.06	42.11	22.73	29.41	
Grade 4	25.00	11.11	30.00	37.50	61.11	20.00	37.50	27.78	50.00	
Grade 5	10.00	11.76	23.53	20.00	35.29	23.53	70.00	52.94	52.94	
Grade 6	15.63	9.52	11.11	31.25	52.38	38.89	53.13	38.10	50.00	
All Grades	16.09	12.82	22.22	32.18	52.56	31.94	51.72	34.62	45.83	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	10.53	22.73	23.53	63.16	54.55	70.59	26.32	22.73	5.88
Grade 4	25.00	22.22	20.00	50.00	66.67	50.00	25.00	11.11	30.00
Grade 5	5.00	5.88	11.76	35.00	41.18	41.18	60.00	52.94	47.06
Grade 6	12.50	4.76	5.56	43.75	66.67	50.00	43.75	28.57	44.44
All Grades	12.64	14.10	15.28	47.13	57.69	52.78	40.23	28.21	31.94

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	15.79	27.27	11.76	63.16	36.36	70.59	21.05	36.36	17.65
Grade 4	12.50	11.11	15.00	43.75	44.44	55.00	43.75	44.44	30.00
Grade 5	10.00	0.00	11.76	50.00	58.82	64.71	40.00	41.18	23.53
Grade 6	9.38	4.76	11.11	50.00	52.38	50.00	40.63	42.86	38.89
All Grades	11.49	11.54	12.50	51.72	47.44	59.72	36.78	41.03	27.78

**Conclusions based on this data:**

1. This data displays the different domains and our goal is to increase by improving each domain by the minimum of five points. Strategies to improve will be addressed in the learning loss goal.



# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students								
Grade Level	Overall		Oral Language		Written Language		Number of Students Tested	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>Grade K</b>	1494.9	*	1493.3	*	1498.7	*	12	7
<b>Grade 1</b>	1524.2	1487.2	1493.1	1492.8	1554.6	1481.0	16	13
<b>Grade 2</b>	1527.8	1522.5	1514.9	1522.2	1540.0	1521.8	12	13
<b>Grade 3</b>	1509.9	1543.6	1514.4	1565.2	1504.9	1521.3	12	11
<b>Grade 4</b>	*	*	*	*	*	*	*	8
<b>Grade 5</b>	*	*	*	*	*	*	*	7
<b>Grade 6</b>	*	*	*	*	*	*	*	*
<b>All Grades</b>							72	61

Overall Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	*	*	*		*	*	*	12	*
<b>1</b>	81.25	23.08	*	53.85	*	15.38		7.69	16	13
<b>2</b>	*	46.15	*	38.46	*	15.38		0.00	12	13
<b>3</b>	*	54.55	*	36.36	*	9.09		0.00	12	11
<b>4</b>	*	*	*	*		*		*	*	*
<b>5</b>	*	*	*	*		*		*	*	*
<b>6</b>	*	*	*	*		*		*	*	*
<b>All Grades</b>	63.89	42.62	22.22	42.62	*	13.11	*	1.64	72	61

Oral Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	*	*	*		*	*	*	12	*
<b>1</b>	87.50	46.15	*	38.46		15.38	*	0.00	16	13
<b>2</b>	91.67	53.85	*	30.77		7.69		7.69	12	13
<b>3</b>	*	90.91	*	0.00	*	9.09		0.00	12	11
<b>4</b>	*	*	*	*		*		*	*	*
<b>5</b>	*	*	*	*		*		*	*	*
<b>6</b>	*	*	*	*		*		*	*	*
<b>All Grades</b>	73.61	60.66	22.22	31.15	*	6.56	*	1.64	72	61

Written Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	*	*	*	*	*		*	12	*
<b>1</b>	93.75	30.77		15.38		38.46	*	15.38	16	13
<b>2</b>	*	23.08	*	46.15		30.77	*	0.00	12	13
<b>3</b>	*	9.09	*	54.55	*	36.36	*	0.00	12	11
<b>4</b>	*	*	*	*	*	*		*	*	*
<b>5</b>	*	*	*	*	*	*		*	*	*
<b>6</b>	*	*	*	*	*	*		*	*	*
<b>All Grades</b>	50.00	22.95	22.22	39.34	19.44	32.79	*	4.92	72	61

Listening Domain Percentage of Students by Domain Performance Level for All Students									
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students		
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	
<b>K</b>	91.67	*		*	*	*	12	*	
<b>1</b>	87.50	76.92	*	23.08		0.00	16	13	
<b>2</b>	*	61.54	*	38.46		0.00	12	13	
<b>3</b>	*	54.55	*	45.45		0.00	12	11	
<b>All Grades</b>	59.72	47.54	38.89	52.46	*	0.00	72	61	

Speaking Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	*	*	*	*	*	12	*
<b>1</b>	87.50	23.08	*	69.23	*	7.69	16	13
<b>2</b>	100.00	53.85		38.46		7.69	12	13
<b>3</b>	*	90.91	*	9.09		0.00	12	11
<b>All Grades</b>	88.89	67.21	*	29.51	*	3.28	72	61

Reading Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	*	*	*		*	12	*
<b>1</b>	93.75	46.15		15.38	*	38.46	16	13
<b>2</b>	*	23.08	*	76.92	*	0.00	12	13
<b>3</b>		9.09	*	72.73	*	18.18	12	11
<b>4</b>	*	*	*	*	*	*	*	*
<b>5</b>	*	*	*	*	*	*	*	*
<b>6</b>	*	*	*	*	*	*	*	*
<b>All Grades</b>	50.00	26.23	34.72	55.74	15.28	18.03	72	61

Writing Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	91.67	*	*	*		*	12	*
<b>1</b>	81.25	7.69	*	84.62	*	7.69	16	13
<b>2</b>	*	15.38	*	84.62		0.00	12	13
<b>3</b>	*	36.36	*	63.64	*	0.00	12	11
<b>All Grades</b>	52.78	26.23	43.06	72.13	*	1.64	72	61

**Conclusions based on this data:**

1. Bates Elementary school has made growth and has a high percentage of RFEP. The teachers and staff analyze data to be sure to increase RFEP students by minimum of five students a year.

# School and Student Performance Data

## Student Population

This section provides information about the school's student population.

2018-19 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
121	88.4	52.9	0

This is the total number of students enrolled.

This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.

This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.

This is the percent of students whose well-being is the responsibility of a court.

2018-19 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	64	52.9
Foster Youth		0
Homeless	7	5.8
Socioeconomically Disadvantaged	107	88.4
Students with Disabilities	9	7.4

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
Filipino	1	0.8
Hispanic	109	90.1
Two or More Races	1	0.8
White	10	8.3

### Conclusions based on this data:

1. Bates Elementary has a high percentage of socioeconomically disadvantaged students as well as English Language learners and they also continue to make growth.
2. Data displays that our high socioeconomically disadvantaged percentage is a factor which could play a factor in the overall state scores. Not providing services and interventions could potentially increase the overall risks for students to academically achieve.

# School and Student Performance Data

## Overall Performance

### 2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<p data-bbox="186 424 479 457"><b>English Language Arts</b></p>  <p data-bbox="293 506 371 533">Yellow</p>	<p data-bbox="673 424 950 457"><b>Chronic Absenteeism</b></p>  <p data-bbox="771 506 849 533">Green</p>	<p data-bbox="1177 424 1396 457"><b>Suspension Rate</b></p>  <p data-bbox="1252 506 1330 533">Green</p>
<p data-bbox="251 623 414 657"><b>Mathematics</b></p>  <p data-bbox="293 705 371 732">Yellow</p>		

### Conclusions based on this data:

1. Bates Elementary overall was making consistent growth prior to school closures as measured on MAP scores.
2. This data displays two green performances for suspension rate and chronic absenteeism. Bates has implemented a number of programs that have helped as intervention to address behavior and character. We have implemented portions of PBIS and we use positive parent contacts that have helped with the behavior and address the attendance concerns.
3. Data for ELA and Math indicate the yellow and our goal is to continue with making progress by implementing programs such as AVID, College Week, Academic conversations and number talks.

# School and Student Performance Data

## Academic Performance English Language Arts







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group		
<p><b>All Students</b></p>  Yellow 18.3 points below standard Increased ++12 points 67	<p><b>English Learners</b></p>  Yellow 31.1 points below standard Increased ++6.9 points 53	<p><b>Foster Youth</b></p>  No Performance Color 0 Students
<p><b>Homeless</b></p>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	<p><b>Socioeconomically Disadvantaged</b></p>  Yellow 21.8 points below standard Increased ++9.6 points 62	<p><b>Students with Disabilities</b></p>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 8

**2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity**

African American	American Indian	Asian	Filipino
 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color 0 Students
Hispanic	Two or More Races	Pacific Islander	White
 Yellow 20.4 points below standard Increased ++12.6 points 62	 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5

This section provides a view of Student Assessment Results and other aspects of this school’s performance, specifically 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.

**2019 Fall Dashboard English Language Arts Data Comparisons for English Learners**

Current English Learner	Reclassified English Learners	English Only
78.7 points below standard Increased ++7.3 points 27	18.4 points above standard Maintained -1.9 points 26	22.3 points above standard Increased ++7.2 points 13

**Conclusions based on this data:**

- Bates Elementary had an increase of twelve points for all students and 6.9 points for the English language learners. Our goal is to continue to make growth in all subgroups. We understand that we won't have two years of SBAC scores to compare to due to COVID, however we do have MAP scores that can be used to measure and monitor growth.

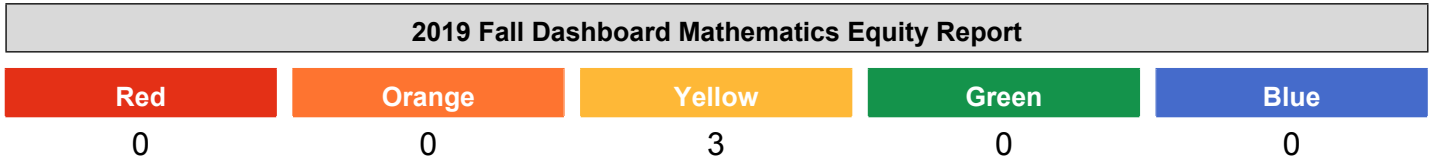
# School and Student Performance Data

## Academic Performance Mathematics






The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.





This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group		
<p><b>All Students</b></p>  Yellow 30.1 points below standard Increased ++3 points 67	<p><b>English Learners</b></p>  Yellow 28.8 points below standard Increased ++6.4 points 53	<p><b>Foster Youth</b></p>
<p><b>Homeless</b></p>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	<p><b>Socioeconomically Disadvantaged</b></p>  Yellow 31.1 points below standard Increased ++4 points 62	<p><b>Students with Disabilities</b></p>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 8



**2019 Fall Dashboard Mathematics Performance by Race/Ethnicity**

African American	American Indian	Asian	Filipino
<p align="center"><b>Hispanic</b></p>  <p align="center">Yellow</p> <p align="center">27.9 points below standard</p> <p align="center">Increased ++6.4 points</p> <p align="center">62</p>	<p align="center"><b>Two or More Races</b></p>	<p align="center"><b>Pacific Islander</b></p>	<p align="center"><b>White</b></p>  <p align="center">No Performance Color</p> <p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">5</p>

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

**2019 Fall Dashboard Mathematics Data Comparisons for English Learners**

Current English Learner	Reclassified English Learners	English Only
<p align="center">64.4 points below standard</p> <p align="center">Increased ++3.3 points</p> <p align="center">27</p>	<p align="center">8.2 points above standard</p> <p align="center">Increased ++4 points</p> <p align="center">26</p>	<p align="center">35.3 points below standard</p> <p align="center">Declined -12.3 points</p> <p align="center">13</p>

**Conclusions based on this data:**

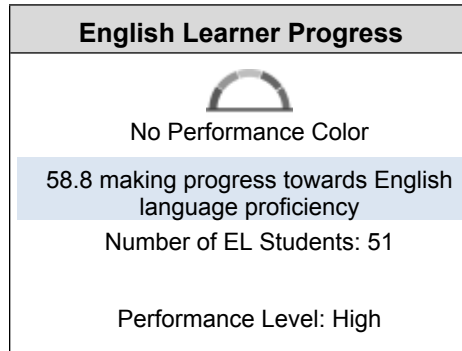
1. Bates Elementary has a high percentage of English Language Learners and they have made growth by 6.4 points in comparison of to all students making a three point increase. Our focus to RFEP our students by the time they leave Bates for middle school to leave them an extra class for elective.

# School and Student Performance Data

## Academic Performance English Learner Progress

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2019 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2019 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
17.6	23.5	23.5	35.2

#### Conclusions based on this data:

1. Bates Elementary has a high number of English Language Learners and primary language is Spanish. We strive to communicate with the parents and students on their academic progress during ELAC meetings and during other parent meetings.

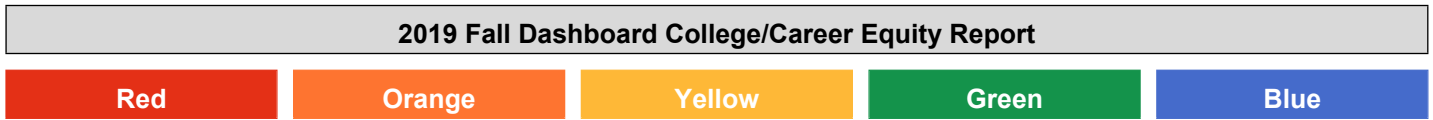
# School and Student Performance Data

## Academic Performance College/Career

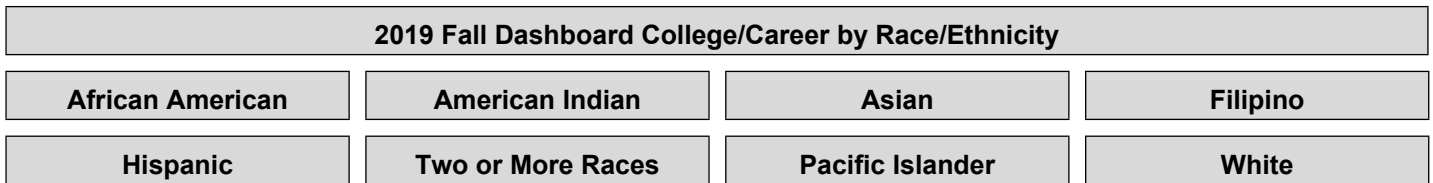
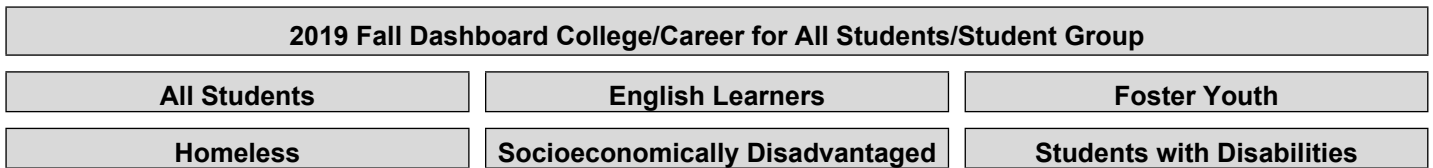
The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance      Red      Orange      Yellow      Green      Blue      Highest Performance

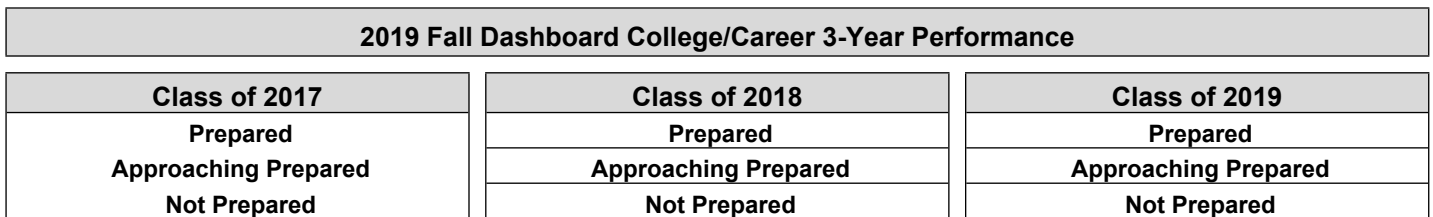
This section provides number of student groups in each color.



This section provides information on the percentage of high school graduates who are placed in the "Prepared" level on the College/Career Indicator.



This section provides a view of the percent of students per year that qualify as Not Prepared, Approaching Prepared, and Prepared.



### Conclusions based on this data:

- This College and Career data is not applicable to our Bates students at this time (6th grade). However, we do have multiple programs that provide students with the opportunity to learn and explore colleges, universities and careers. Bates is an AVID school and continues to bring College week.

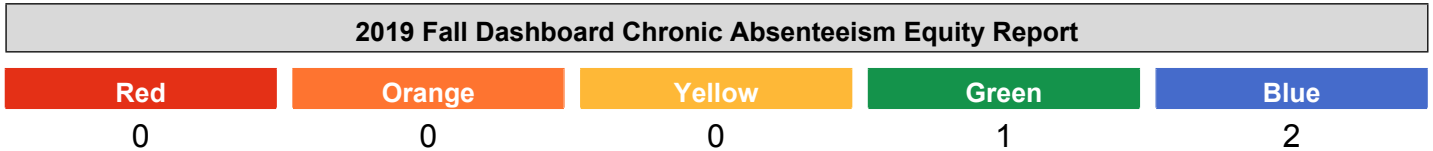
# School and Student Performance Data

## Academic Engagement Chronic Absenteeism







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2019 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
<p><b>All Students</b></p>  <p>Green</p> <p>3</p> <p>Declined -2</p> <p>133</p>	<p><b>English Learners</b></p>  <p>Blue</p> <p>1.4</p> <p>Declined -2.6</p> <p>72</p>	<p><b>Foster Youth</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>0</p>
<p><b>Homeless</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>8</p>	<p><b>Socioeconomically Disadvantaged</b></p>  <p>Blue</p> <p>1.7</p> <p>Declined -3.7</p> <p>118</p>	<p><b>Students with Disabilities</b></p>  <p>No Performance Color</p> <p>9.1</p> <p>Increased +2.4</p> <p>11</p>

**2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1
Hispanic	Two or More Races	Pacific Islander	White
 Green 2.6 Declined -2.3 116	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color 7.7 Increased +7.7 13

**Conclusions based on this data:**

1. Bates students traditionally have a high percentage of positive attendance. Parents and guardians communicate on a regular basis when students are absent from school. Bates office staff and counselor call parents of students who are absent, SST meetings are scheduled or referral to SARB when attendance is not corrected.

# School and Student Performance Data

## Academic Engagement Graduation Rate

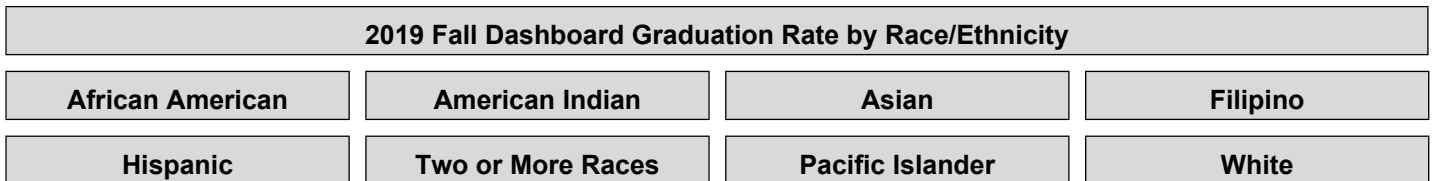
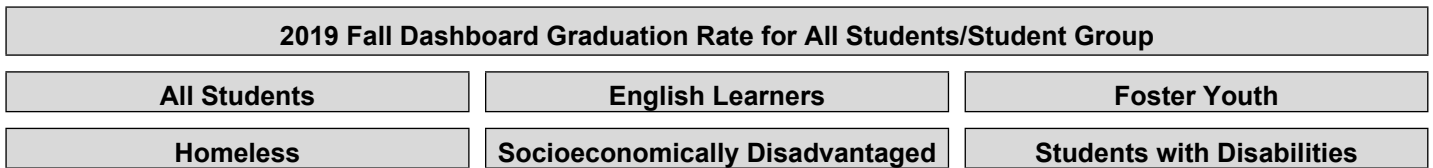
The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance      Red      Orange      Yellow      Green      Blue      Highest Performance

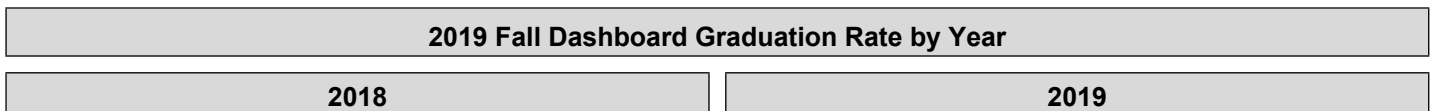
This section provides number of student groups in each color.



This section provides information about students completing high school, which includes students who receive a standard high school diploma or complete their graduation requirements at an alternative school.



This section provides a view of the percentage of students who received a high school diploma within four years of entering ninth grade or complete their graduation requirements at an alternative school.



### Conclusions based on this data:

1. Graduation rate for Bates Elementary is not applicable. Sixth grade students at Bates are promoted to middle school at 100% rate.

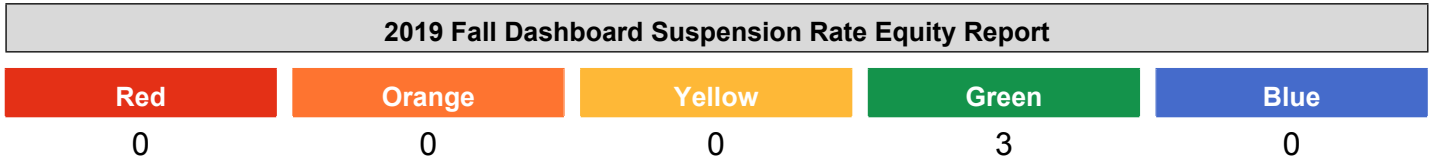
# School and Student Performance Data

## Conditions & Climate Suspension Rate






The performance levels are color-coded and range from lowest-to-highest performance in the following order:








This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group		
<p><b>All Students</b></p>  <p>Green</p> <p>1.4</p> <p>Declined -0.6</p> <p>138</p>	<p><b>English Learners</b></p>  <p>Green</p> <p>1.4</p> <p>Declined -1.1</p> <p>74</p>	<p><b>Foster Youth</b></p>
<p><b>Homeless</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not</p> <p>8</p>	<p><b>Socioeconomically Disadvantaged</b></p>  <p>Green</p> <p>1.6</p> <p>Declined -0.6</p> <p>122</p>	<p><b>Students with Disabilities</b></p>  <p>No Performance Color</p> <p>0</p> <p>Maintained 0</p> <p>11</p>

**2019 Fall Dashboard Suspension Rate by Race/Ethnicity**

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data 2			 No Performance Color Less than 11 Students - Data 1
Hispanic	Two or More Races	Pacific Islander	White
 Green 1.7 Declined -0.6 119	 No Performance Color Less than 11 Students - Data 1		 No Performance Color 0 Maintained 0 15

This section provides a view of the percentage of students who were suspended.

**2019 Fall Dashboard Suspension Rate by Year**

2017	2018	2019
	2	1.4

**Conclusions based on this data:**

- The suspension rate at Bates Elementary has traditionally been low due to the different teacher interventions in each classrooms. Multiple programs and interventions are implemented to address negative behavior.



# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Basic Services Goal

## LEA/LCAP Goal

LCAP Priority 1 - Basic Services Goal

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
- Implement a Dual Immersion program with the purpose of recruiting students to prepare them to globally compete and be college and career ready.

## Goal 1

Goal Statement:

Bates Elementary will provide safe a environment where all teachers are highly qualified, the school facility is safe and well maintained, and all the basic curricular needs (textbooks, desks, etc.) to support instruction are met.

## Identified Need

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

- Previous SARC information
- Board Approved Textbooks
- Common Core Standards
- Intervention class groups
- Work orders and fixit tickets
- Student Academic Achievement Data
- Parent, staff and student surveys
- Dual Immersion Program Enrollment data

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

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

- Aeries reports on student data

**Strategy:**

- In coordination and collaboration 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 funded by the District.
- In coordination and collaboration with the district office, appropriate Spanish curriculum for the Dual Immersion program will be purchased and funded by the District.
- In coordination and collaboration 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 funded by the District and M&O Department.
- In coordination with the District Office, Bates will maintain the appropriate level of highly qualified teachers to meet the needs of the students.
- A Dual Immersion Program (DIP) will be implemented this upcoming 2021-2022 to provide an alternative education model to develop fluency and literacy in two languages supported by the District.

**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.
- The district conducted Town Hall Meetings that addressed potential school closures which lead to the development and implementation of the Dual Immersion Program (90/10 model).

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

**Strategy/Activity 1**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

School & Learning Environment

**Strategy/Activity**

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

500.00

Discretionary  
Supplies for Student Government - Paper, materials, and incentives

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Provide textbooks, materials and technology in support of student learning

### Strategy/Activity

Strategy Title: Curricular Needs Students to be served by this 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 funded by the District.
- Principal will notify the District Office (DO) to order any needed curriculum for students,
- Purchase and use necessary supplemental math curriculum to use for intervention (example Engage New York for grade 6) from site funds.
- Teachers will use required technology and educational technology programs to support the curriculum funded by the District.
- Purchase and use necessary materials and equipment to meet the needs of Physical Education requirements and to promote healthier living habits funded by site funds.
- Purchase and use additional Chromebooks to meet the needs of ELA and Math programs funded by the District.
- Academic support and enrichment programs will be held throughout the school year designed to foster students individual learning needs.
- Continue with the partnership with county library for materials, books and programs.
- Purchase the necessary materials and curriculum for the Dual Immersion program for the 90/10 model funded by the District.
- Technology replacements or repairs will be funded by site funds.

#### Measures:

- Teacher - Principal communication
- Principal communication with District Office - Educational Services department
- Teachers and principal will monitor student achievement data such as district benchmark assessments, ELPAC, SBAC and/or MAP Scores
- Principal will complete formal and informal, on-site observations of basic services in classroom, including the usage of Chromebooks during class.

#### People Assigned:

- Teachers/Staff
- Principal
- District Office Personnel

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

3000.00

Title I

Replace/Repair Technology Needs for Students  
PE Equipment

### **Strategy/Activity 3**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Schoolwide

#### Strategy/Activity

Strategy Title: Technology

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.
- Students will have access to Chromebooks to work in the classroom (One set of Chromebooks and cart was purchased by the after school program a few years ago and one was purchased by PTA two 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
- 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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1000.00	Title I Technology Parts/Upgrades/Repairs (Copiers, printers, Chromebook etc.)
1000.00	Discretionary Technology Parts/Upgrades/Repairs (Copiers, printers, Chromebook etc.)
1000.00	Site Supplemental & Concentration Technology Parts/Upgrades/Repairs (Copiers, printers, Chromebook etc.)

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Student Achievement and State Standards

## LEA/LCAP Goal

2 - Implementation of State Standards CCSS with Fidelity

## Goal 2

Goal Statement: Bates will address the learning loss by providing intervention and supplemental programs to address student needs.

## Identified Need

Help students understand what is expected of them in terms of academic performance and guide them towards gearing up college and career readiness.

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

- Bates Elementary will use and monitor STAR Reading, STAR Early Lit, MAP Scores, ELPAC and SBAC test results.
- SBAC for 2019-2020 and 2020-2021 are not available due to COVID-19 school closures.
- The number of students meeting the Viking Honor Roll award.
- The number of students qualify for Advanced 7th Grade Math

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

- Staff and administration will maintain a system of monitoring tools to gauge implementation of Common Core Standards in the classroom through writ/or 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, teachers will select an instructional strategy to focus that addresses the needs of students. The focus strategy will be discussed, and decided on examples given during the Staff Meeting at the beginning of each month. Data will be collected by the principal during the Walk Through observations and teachers will have the selected strategy reflected in their lesson plans.
- Continued the development/feedback on the implementation of Common Core Standards/Teaching Methodologies throughout the year.
- Continued the development and implementation of the school wide AVID strategies.

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 (example: AVID and Number Talks).
- 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 or site.
- Teachers who have not been trained on Step Up to Writing will receive training to continue the implementation of this program.

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Professional Development for Teaching Staff

### Strategy/Activity

Strategy Title: Professional Development for Teaching Staff and Recruitment of Highly Qualified Teachers and Staff

#### Task/Activity :

- Provide collaboration time funded by the District for staff to share instructional practices and strategies addressing the Next Generation Science Standards (NGSS), Science, Social Science and Project GLAD and target specific needs (ELD, AVID, Academic Conversations, Number Talks and etc.).
- Protect Core instructional time in the schedule and have ELA and Math in the mornings prior to lunch. Avoid scheduling school events during this protected time.
- Use Wednesday release time to identify students with academic needs for RTI groups in different tiers. Students in RTI groups will be supported to move out of those groups based on different grade level measuring tools.
- 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 funded by site.
- Address/teach 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), Science, Social Science and Project GLAD.
- Teachers will continue with school site "Professional Peer Feedback" by observing other colleagues and provide positive feedback by "Pineapple" their teaching strategies twice a year funded by school site..
- Teachers will have the opportunity to collaborate once every two months with grade clusters to better support student learning and achieving.

- Use Wednesday release time to collaborate and analyze student data to drive instruction and interventions.
- Work and collaborate with site AVID team, SCOE and administrator towards maintaining the AVID Certification funded by the district.
- Teachers will continue with the use of typing programs and Google Classrooms to assigned work/projects 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 Trainings
- AVID College Campus Tours
- Classroom Walk throughs
- Observations
- Pineappling Teacher Peer Feedback - Twice a year
- Jungle Jr. Typing for grades K-1
- Typing.com for grades 2-6
- Assignments and Interactions in Google Classroom

People Assigned:

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

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1,100.00	Title I AVID College and Career Ready Field Trips
500.00	Title I AVID Nights - Additional Compensation for 2-3 teachers
400.00	Title I Substitute Teachers for Peer Observations for 5-6 teachers
300.00	Site Supplemental & Concentration



	AVID Collaboration Quarterly
2000.00	Title I  Trainings on Culture, ELD, AVID, Number Talks, Academic conversations and on marketing our school and programs.

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Students School Wide

**Strategy/Activity**

Strategy Title: Supplemental / Ancillary Materials

Task:

- Teachers will utilize district funded 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 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 county library as needed for supplemental materials, books and programs.

Measures:

- Lesson Plans
- Classroom Walkthroughs / Observations
- Student Work / Student Data
- Computer lab and/or Chromebook usage
- Free Online Keyboarding program
- Online curriculum - Imbedded support
- Pineappling twice a year

People Assigned:

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

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Students School Wide

#### Strategy/Activity

Strategy:

Strategy Title: Ongoing Assessment and Monitoring System

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 MAP practice materials.
- Celebrate student success on MAP 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500

Source(s)

Title I

	Cost of Substitutes for Teachers Conferences
250	Site Supplemental & Concentration
	Medals for Student Achievement

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Grade Level /School Wide Collaboration

#### 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.
- Provide Tier 1, 2, and 3 interventions for struggling math students, especially targeting students who are socioeconomically disadvantaged, the subgroup identified in the California School Dashboard Indicators as needing additional support.

##### 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500	Title I Teacher Conference for RTI support
600.00	Title I

## Strategy/Activity 5

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Writing Schoolwide

### Strategy/Activity

#### Task:

- Provide dedicated writing period for students in grades TK-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 Wonders 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, fall, winter and spring.
- 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

#### Amount(s)

500.00

1000

#### Source(s)

Discretionary

Supplies for Meetings including Snacks

Site Supplemental & Concentration

**Strategy/Activity 6****Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Response to Intervention

**Strategy/Activity****Task:**

- Continue the 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.
- RTI and ELA teacher will continue with the implementation of supplemental materials/curriculum such as SIPPS, 3rd edition, Read Naturally - Read Live, and/or LIPS.
- Search and implement a Math intervention that services to students that can be reinforced by the Beyond the Bell staff.
- "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 and readjust practices and approach to better support our 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+ year's growth) and/or growth in STAR Reading

**People Assigned:**

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

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500.00

Source(s)

Site Supplemental &amp; Concentration

Intervention and supplemental programs  
(include licenses or curriculum)**Strategy/Activity 7****Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Differentiation for Advanced Students

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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

200.00

Source(s)

Discretionary

Materials or curriculum

**Strategy/Activity 8**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Intervention Students

Strategy/Activity

Strategy Title: Instruction at Student Levels

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 Assessments
- 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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500.00

Source(s)

Title I

Teacher Conferences/Training/ Professional Development

**Strategy/Activity 9**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Addressing Student Needs

**Strategy/Activity**

Strategy Title: Addressing Student Needs

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
- MAP Data

**People Assigned:**

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

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
650.00	Lottery: Unrestricted Food/Snacks for Academic Conferences/Collaboration Meetings
30.00	Title I SST Substitute Coverages (2 days)



# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Parent Involvement

## LEA/LCAP Goal

Goal Area: LCAP Priority 3 - Parent Involvement

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

State Priorities:

3 - Parent Involvement

## Goal 3

Goal Statement:

Provide a culture of family and excellence on campus so that parents and community feel welcome and part of the student success.

## Identified Need

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
- District Town Hall Meetings

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 parent meetings for the school year 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-in at all events in which parents participate.
- For those events where sign-ins are less practical (Sing-Along/Recognition, etc.), parents will be invited to attend the sing-alongs when their children are being recognized.
- Parent Engagement Incentive program for the parents to continue to attend formal meetings, parent nights and/or other parent meetings/committees.

Strategy:

- Further develop an inclusive school culture that generates parent participation throughout the entire school year, during, before 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 meeting for an incentive drawing at the end of the school year.
- Select and acknowledge a Parent/guardian of the month for the monthly sing-along.

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

- While there is some data gathered for parents attending at certain events, not enough data was gathered during 2020-2021 to know for certain what percentage of parents participated in at least one school event during the year due to having all parent meetings and events via Zoom.
- From the data we have indeed gathered, as well as observational data from Bates staff, we estimated about 90% of the parents participated in at least one school event.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

School Wide

### Strategy/Activity

Strategy Title: Communication with Parents

#### Task/Activity:

- General information with parents will be communicated through the school-issued bulletin in English and Spanish on a bi-monthly basis through the Wednesday folder; folders are funded by Beyond the Bell.
- Provide parents with a copy of the monthly calendar of events on a monthly basis for the 2021-2022 school year to send home with the students and post on our school's social media pages.
- Continue with Class Dojo schoolwide to provide parents with communication on different school events, news, and/or class assignments.
- Site-controlled Facebook page will be maintained for purposes of announcements and information for Bates families and community on upcoming events and other important information.
- All parent information sent home will be translated for parents/families.
- Teachers make positive calls or emails for one or more selected student each week during the early Wednesday release time.
- Parent meetings with non-English speaking parents will be translated.
- Phone messages/reminders will be sent home as necessary in the language spoken at home, district funded.
- Progress reports will be mailed home in each quarter/Report Cards each quarter for all students
- MAP testing results will be shared with the parents and the students via Wednesday folder.
- Overall SBAC results are shared with the parents and community during different parent meetings.
- Teachers will hold Parent/Student conferences, with translation as needed, site funded.
- 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 as well as the school's website page.
- Principal will attend Courtland Town Association meetings to share information about the school with parents/community members.
- Every student will receive an agenda for them to record their daily assignments, and for the teachers, Beyond the Bell Staff and parents to communicate and support student; funded by Beyond the Bell.
- Create an advisory parent committee that can provide feedback to improve practices in the new Dual Immersion Program with Spanish being the additive language.
- Use the Back to School Night and other family and community nights to provide information with them on how the programs are making progress.
- Provide parents the opportunities to volunteer in the classrooms.
- Overall MAP testing results will be shared with the parents and the students during parent meetings such as PTA, SSC and ELAC.
- Conduct family outreach to families who are applying to transfer out of Bates to another school or district.

Measures:

- Bi-monthly Newsletters
- Monthly Calendar of Events
- Quarterly Positive Call - Contact Log
- Facebook Calendar of posts
- ClassDojo Calendar of posts
- Phone Dialer logs/reports
- Sign-Ins from Parent/Teacher Conferences
- Progress and Report Cards
- Student Agendas
- SST copies

People Assigned:

- Principal
- Secretary
- Teachers/Staff
- Counselor
- Beyond the Bell Staff

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500.00

Source(s)

Title I

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

School Wide

### Strategy/Activity

Strategy Title: AVID Parent Nights will increase overall Parental involvement at Bates Elementary.

#### Task/Activity:

- 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/Tea with the Principal will also remind parents of the AVID Parent Nights and to continue the ongoing communication between parents and principal.
- Provide two AVID Parent Nights with different topics depending on the identified needs.
- School counselor will present at an ELAC meeting to review A-G requirements, differences between college and university systems and financial aid opportunities.

#### Measures:

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

#### People Assigned:

- PTA & ELAC Parents
- Teachers
- Principal
- Counselor

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

500.00

Discretionary

Staff Hourly Time - AVID Nights

300.00

Discretionary

Food/Snacks/Supplies for Parent Meetings

800.00	Title I Family Nights Curriculum & Supplies
300.00	Discretionary Translation Services
300.00	Discretionary Child care for Parent Meetings
300.00	Site Supplemental & Concentration Child Care for Parent Meetings
400.00	Discretionary Food or supplies for Parent Meetings

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

School Wide

#### Strategy/Activity

Strategy Title: Dual Immersion Parent Nights will increase overall Parental involvement at Bates Elementary.

#### Task/Activity:

- Dual Immersion Parent Nights are designed to inform parents and explain Dual Immersion Program at Bates Elementary.
- Parents will be encouraged to participate in the Dual Immersion parent nights at the Back to School Night; via social media, all-call messenger, newsletters, and in the classrooms by the Principal and teachers.
- Parents will be given the opportunity to give feedback on ways to improve and make progress.

#### Measures:

- Dual Immersion Night Agendas
- Sign-In Sheets
- ELAC and PTA Principal's Reports

#### People Assigned:

- PTA & ELAC Parents
- Teachers
- Counselor

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Discretionary Staff Time - Dual Immersion Nights
300.00	Discretionary Food/Snacks/Supplies for Parent Meetings

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

School Wide

#### Strategy/Activity

Strategy Title: ELAC Responsibilities

Task/Activity:

- ELAC parents will have discussions of parents' needs to ensure their children succeed.
- ELAC parents will select the topics of interest they wish to learn about to support their students.
- 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.
- 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 CABE conference (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.
- Elect one or two ELAC parents to participate in the Dual Immersion Parent Committee.

Measures:

- DELAC Agendas
- ELAC Agendas
- Sign-Ins
- CABE Agendas/registration
- Parent Survey (on topics)
- Dual Immersion Committee Agendas

People Assigned:

- ELAC Advisor (ELD teacher)
- Principal

- ELAC Parents
- Dual Immersion Committee Parents

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Title I CABE Regional Conference Registration - 2 Parents
500.00	Title I Child Care for Parent Meetings

**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Involve all Parents in Student Achievement

**Strategy/Activity**

Strategy Title: Involve all Parents in Student Achievement

**Task:**

- Provide the opportunity for parents to participate the in 2021-2022 Family Nights.
- The STEM Family Night is an opportunity to 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). Some of the events, committees/organizations are 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.
- Childcare will be provided to the parents who attend parents meetings, site funded.
- 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 regional or state conferences.
- Parents will receive materials/resources to assist students in schoolwork and homework.
- Parents will receive guidance on A-G requirements and college awareness information at a meeting or event provided by the school counselor.
- Child Care will be provided for the parent meetings/trainings.
- Foster a School Culture of High Achievement
- Provide informational and welcoming days for DIP students and parents

**Measures:**

- Agendas of Parent Academic Nights
- Sign-In Sheets

- Parent Feedback Forms
- CAFE Conference Agendas
- PTA/ELAC
- Parent DIP Committee

People Assigned:

- Principal
- Teachers/Staff
- Counselor
- Parents
- Guest Presenters
- Community
- County Library
- Middle School Admin

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

1000.00

Title I

CABE Registration - One Teacher



# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Goal Area: LCAP Priority 5 - Pupil Engagement

## LEA/LCAP Goal

Goal Title: Priority 5: Student Engagement

State Priorities:

5 - Pupil Engagement

## Goal 6

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 TK-6.

## Identified Need

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 feedback to live 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 from performing arts companies 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 create a plan to improve overall attendance.
- Continue with established pattern of live performance, tours and College Week activities.
- Students with perfect attendance will participate in the quarterly perfect attendance assemblies and earn and incentives.

- 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%.
- Student 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 enjoyed each live performance, tour and 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 TK-6 will participate in the honor roll assemblies.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 6

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Schoolwide

### Strategy/Activity

Strategy Title: Positive Student Participation/Engagement

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 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.
- 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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

200.00

Source(s)

Lottery: Unrestricted

Student Council Materials/Expenses

**Strategy/Activity 7**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Schoolwide

Strategy/Activity

Strategy Title: Promote a College-going Environment

Strategy/Activity:

Task:

- Prepare students in grades TK-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 TK-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 6th grade students to work on the 6-year plans to get ready for high school.
- The implementation of school wide AVID program where students can learn and implement the strategies to be better prepared for college and career ready.
- 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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Lottery: Unrestricted College and Career Ready - Transportation
500.00	Discretionary College and Career Ready - Transportation

**Strategy/Activity 8**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Schoolwide

Strategy/Activity

Strategy Title: Visual and Performing Arts Opportunities

Strategy/Activity:

Task:

- School will schedule live performance to 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 live performances School Tour
- Inventory of Band instruments
- Band Practice schedules
- Band Concert dates
- Play Performance date

People Assigned:

- Principal
- Band Teacher
- Teachers/Staff
- Counselor

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1,466.00	Lottery: Unrestricted Live Performances School Tour (fall & spring)
700.00	Lottery: Unrestricted Repair/Refurbish Band Instruments & Supplies
800.00	Lottery: Unrestricted Play/Test Materials/Supplies/Assembly

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Goal Area: LCAP Priority 6 - School Climate

## LEA/LCAP Goal

Goal Title: Priority 6: Bates School Climate

## Goal 7

Goal Statement:

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

## Identified Need

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 referrals have been very limited due to school closures. Students who were referred to the principal during school closure were contacted by the principal via phone, emails, and/or home visits.

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 (Inc. 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.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Schoolwide

Strategy/Activity

Strategy Title: Positive Actions

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 school, and will 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.
- Teachers and parents will also be recognized at the sing along.
- Continue with schoolwide implementation of sections of PBIS.

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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500.00

Source(s)

Lottery: Unrestricted

Rewards/Recognitions/Prizes

400.00

Lottery: Unrestricted

Attendance/Viking Honor Roll/Positive Action Incentives

1,800.00

Discretionary

Anti-bullying Assemblies and/or Supplies

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

School Wide

### Strategy/Activity

Strategy Title: Positive Student Behavior

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

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

## Strategy/Activity 3

### Students to be Served by this Strategy/Activity



(Identify either All Students or one or more specific student groups)

Schoolwide

Strategy/Activity

Strategy Title: School Safety

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 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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1,000.00	Discretionary Catapult EMS
5055.00	Site Supplemental & Concentration Yard Duty Supervision - Student Safety

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Goal Area: LCAP Priority 8 - Other Pupil Outcomes

## LEA/LCAP Goal

Goal Title: Priority 8: Other Pupil Outcomes

State Priorities:

8 - Other Pupil Outcomes

## Goal 9

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.

## Identified Need

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

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 RTI goal in Math and 48% of students achieved their MAP RTI 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.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Schoolwide

### Strategy/Activity

Strategy Title: Necessary Assessments

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

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Schoolwide

Strategy/Activity

Strategy Title: Regular Student Assessments

Strategy/Activity:

Task:

- Students will take ELA Wonders Weekly and Selection Assessments.
- 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

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Increase Student Enrollment

## LEA/LCAP Goal

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

## Goal 10

Goal Statement:

1. Bates Elementary will implement a Dual Immersion Program with Spanish as the additive language using the 90/10 model to increase student enrollment.
2. Bates Elementary will work with the district office to implement a Transitional Kinder program to help increase student enrollment.

## Identified Need

Increase Student Enrollment

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Incoming Students in Kinder and/or TK

### Strategy/Activity

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

- Student enrollment data and projections based on our current program.
- Parent, community, and staff feedback.
- Feedback from the Town Hall Meetings

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

- Student enrollment data
- Registration
- Parent, community and staff feedback.
- Dual Immersion Program Parent Committee
- Task Force Meetings for DIP

Strategy:

- Principal, parents, and community will continue to collaborate on the development and implementation of the Dual Immersion Program.

- Continue with the Dual Immersion Task Force meetings to continue with the ideas on recruiting students. Task force team has representatives from the following: parents, staff, Beyond the Bell, community, and principal.
- Create a Dual Immersion Parent Advisory Committee to aid and provide feedback to the principal and staff in the development and implementation of the new program to be considered in the School Plan for Student Achievement.
- Parents deciding to have their students participate in the program will be required to commit to the program for the long term.
- Select a Dual Immersion Parent to be a representative at ELAC meetings.
- Hire a teacher with BCLAD qualifications and have required ECE units.
- Collaborate with Educational Services to implement Transitional Kinder this upcoming school year.
- Collaborate with Educational Services to purchase necessary Spanish curriculum for a grade level.
- Staff and parents in the Dual Immersion Program will participate in Dual Immersion Conferences to learn and implement new ideas.
- Parents and staff circulate information on the DIP in the towns within in our school zone.
- CABE Conferences or similar to help support multiple goals on this plan.

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

- While student enrollment has declined state and district wide due to COVID school closures, the student enrollment at Bates has also declined and has led to Town Hall meetings to discuss potential school closures.
- Many parents and community members have shown interest in having their students participate in the Dual Immersion Program as well as Transitional Kinder.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500.00

Source(s)

Discretionary

Dual Immersion Program Support

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Learning Loss

## LEA/LCAP Goal

LCAP Goal

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

## Goal 11

Bates students will be actively engaged in analyzing their MAP data and establish goals with the support of their teachers.

## Identified Need

Lost of Academic Interest and Achievement due to COVID-19 School Closure

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy Title: Lost Academic Interest

Strategy/Activity:

Task:

- Students will take the MAP assessments per district calendar (Fall, Winter, and Spring)
- Teachers will use the MAP assessment data to help students established academic gains in Reading, Language and Math.
- Each student will have a test chat sheet that will be a measurement tool to keep track of their goals, progress and celebrations.
- Bates will have regular celebrations to encourage student academic improvement.

Measures:

- Student MAP scores from Spring 2021 will be used in the Fall of 2021 to establish goal progress.
- Student STAR Reading and STAR Early Lit scores will be used to monitor student growth.
- Student Chat goal settings and celebrations will be communicated with parents, staff and administration.

People Assigned:

- Teachers/Staff
- ELD/RTI Teacher
- Principal
- Counselor
- TOSA
- CA Mini-Corp for Migrant Ed students
- Migrant Ed Aide

Strategy/Activity

Activity

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1000.00

Title I

Academic Progress Celebrations - Supplies and Incentives

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Expanded ELA and Math Time

Strategy/Activity

Strategy Title: School wide Learning Loss

Strategy/Activity:

Task:

- Additional time for Math and ELA will be added to the class schedule for intervention.
- Teachers will use vertical curricular and cross-grade collaboration to implement intervention to students based on level proficiency.
- Every month, teachers will select a standard focus to teach and re-teach until students become proficient.
- Collaborate with the Beyond the Bell staff to ensure the selected monthly standard is reinforced.
- Continue strengthening partnership with the county library to enforce the monthly selected standard.



Measures:

- Student MAP scores from Spring 2021 will be used in the Fall of 2021 to establish goal progress.
- Student STAR Reading and STAR Early Lit scores will be used to monitor student growth.
- Curriculum assessment tools.
- Student Chat goal settings and celebrations will be communicated with parents, staff and administration.

People Assigned:

- Teachers/Staff
- ELD/RTI Teacher
- Principal
- Counselor
- TOSA
- Beyond the Bell Staff
- Library staff
- CA Mini-Corp for Migrant Ed students
- Migrant Ed Aide

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$0
Total Federal Funds Provided to the School from the LEA for CSI	\$0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$36,651.00

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$14,430.00

Subtotal of additional federal funds included for this school: \$14,430.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
Discretionary	\$8,600.00
Lottery: Unrestricted	\$5,216.00
Site Supplemental & Concentration	\$8,405.00

Subtotal of state or local funds included for this school: \$22,221.00

Total of federal, state, and/or local funds for this school: \$36,651.00

# Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

## Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
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## Expenditures by Funding Source

Funding Source	Amount
Discretionary	8,600.00
Lottery: Unrestricted	5,216.00
Site Supplemental & Concentration	8,405.00
Title I	14,430.00

## Expenditures by Budget Reference

Budget Reference	Amount
	1,100.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
	Discretionary	8,600.00
	Lottery: Unrestricted	5,216.00
	Site Supplemental & Concentration	8,405.00
	Title I	13,330.00
	Title I	1,100.00

## Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	6,500.00

Goal 2	9,530.00
Goal 3	6,200.00
Goal 6	4,166.00
Goal 7	8,755.00
Goal 10	500.00
Goal 11	1,000.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 2 Classroom Teachers
- 2 Other School Staff
- 4 Parent or Community Members
- 0 Secondary Students

Name of Members	Role
Maria Elena Becerra <i>Maria G B</i>	Principal
Lisa Posnick <i>Lisa Posnick</i>	Classroom Teacher
Mallory Brown <i>Mallory Brown</i>	Other School Staff
Ruth Crisantos <i>Ruth Crisantos</i>	Parent or Community Member
Carina Palafox <i>Carina Palafox</i>	Other School Staff
Amy Cage <i>Amy Cage</i>	Classroom Teacher
Lydia Flores <i>Lydia Flores</i>	Parent or Community Member
Cheryl Cavanagh <i>Cheryl Cavanagh</i>	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# 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:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature	Committee or Advisory Group Name
<i>Silvia Pineda</i>	English Learner Advisory Committee <i>Silvia Pineda</i>
	Other:

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.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on *May 26, 2021*

Attested:



Principal, Maria Elena Becerra on	<i>May 26, 2021</i>
SSC Chairperson, Ruth Crisantos on	<i>May 26, 2021</i>

# Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

## Instructions: Linked Table of Contents

**The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.**

[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov).

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at [TITLEI@cde.ca.gov](mailto:TITLEI@cde.ca.gov).

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

## **Purpose and Description**

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

### **Purpose**

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

### **Description**

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

## **Stakeholder Involvement**

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

*[This section meets the requirements for TSI and ATSI.]*

*[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]*

## **Resource Inequities**

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

*[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]*



# Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

## Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the “Goal #” for ease of reference.

*[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]*

## Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

*[Completing this section fully addresses all relevant federal planning requirements]*

## Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

*[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school’s identification.]*

*[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school’s identification.]*

## Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the “Strategy/Activity #” for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency’s budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

*[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]*

*[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]*

## **Students to be Served by this Strategy/Activity**

Indicate in this box which students will benefit from the strategies/activities by indicating “All Students” or listing one or more specific student group(s) to be served.

*[This section meets the requirements for CSI.]*

*[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]*

## **Proposed Expenditures for this Strategy/Activity**

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA’s budgeting, its LCAP, and school-level budgeting, if applicable.

*[This section meets the requirements for CSI, TSI, and ATSI.]*

*[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

## **Annual Review**

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

## Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

*[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]*

## Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

*From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.*

## Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

*[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

# Appendix A: Plan Requirements

## Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

### Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
  - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
    1. The comprehensive needs assessment of the entire school shall:
      - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
      - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
        - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
        - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
        - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
        - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
        - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
  - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

### Requirements for the Plan

- II. The SPSA shall include the following:
  - A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
    - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
    - b. use methods and instructional strategies that:
      - i. strengthen the academic program in the school,
      - ii. increase the amount and quality of learning time, and
      - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
    - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
      - i. strategies to improve students' skills outside the academic subject areas;
      - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
      - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
      - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
      - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
  2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
  3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
  - 1. Ensure that those students' difficulties are identified on a timely basis; and
  - 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

# Appendix B:

## Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

### Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

### Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.



## **Additional Targeted Support and Improvement**

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

## **Single School Districts and Charter Schools Identified for School Improvement**

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

## Appendix C: Select State and Federal Programs

**For a list of active programs, please see the following links:**

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
D.H. White Elementary School	34674136033716	05/18/2021	06/08/2021

## 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)

### Schoolwide Program

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.

The SPSA is a site plan that describes the actions and strategies that will serve to improve student academic outcomes, student engagement, school climate and the involvement of parents and school community. The SPSA is aligned to the district LCAP and measurable student outcomes are in support of the LCAP goals, metrics and targets for improvement. The SPSA is developed in collaboration with input from stakeholders and approved by the School Site Council.

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**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.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
American Indian	1.69%	1.15%	1.15%	6	4	4
African American	2.54%	2.59%	4.03%	9	9	14
Asian	1.41%	0.86%	1.15%	5	3	4
Filipino	0.56%	0.86%	0.58%	2	3	2
Hispanic/Latino	38.59%	41.09%	39.19%	137	143	136
Pacific Islander	0.85%	%	0.86%	3		3
White	47.32%	43.68%	44.38%	168	152	154
Two or More Responses	5.92%	9.77%	8.65%	21	34	30
Not Reported	1.13%	%	0%	4		0
<b>Total Enrollment</b>				<b>355</b>	<b>348</b>	<b>347</b>

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	17-18	18-19	19-20
Kindergarten	64	63	72
Grade 1	46	48	59
Grade 2	48	50	47
Grade3	69	47	55
Grade 4	60	79	45
Grade 5	68	61	69
<b>Total Enrollment</b>	<b>355</b>	<b>348</b>	<b>347</b>

### Conclusions based on this data:

1. Enrollment has remained fairly steady.
2. Sixth grade was added to D.H. White for the 2020-2021 school year.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
English Learners	85	74	67	23.9%	21.3%	19.3%
Fluent English Proficient (FEP)	18	25	22	5.1%	7.2%	6.3%
Reclassified Fluent English Proficient (RFEP)	8	8	7	7.8%	9.4%	9.5%

### Conclusions based on this data:

1. Our English Learners have decreased each year.
2. Our RFEP students have remained consistent.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	56	68	50	52	67	47	52	67	47	92.9	98.5	94
Grade 4	67	56	69	65	53	68	65	53	68	97	94.6	98.6
Grade 5	58	66	63	54	66	59	54	66	59	93.1	100	93.7
All	181	190	182	171	186	174	171	186	174	94.5	97.9	95.6

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	2433.	2411.	2398.	28.85	19.40	12.77	17.31	25.37	21.28	30.77	20.90	31.91	23.08	34.33	34.04
Grade 4	2411.	2464.	2442.	4.62	24.53	17.65	13.85	22.64	26.47	24.62	18.87	22.06	56.92	33.96	33.82
Grade 5	2447.	2463.	2471.	7.41	7.58	15.25	24.07	25.76	20.34	25.93	22.73	25.42	42.59	43.94	38.98
All Grades	N/A	N/A	N/A	12.87	16.67	15.52	18.13	24.73	22.99	26.90	20.97	25.86	42.11	37.63	35.63

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	23.08	22.39	17.02	48.08	40.30	53.19	28.85	37.31	29.79
Grade 4	9.23	22.64	17.65	50.77	47.17	51.47	40.00	30.19	30.88
Grade 5	9.26	13.64	15.25	51.85	43.94	49.15	38.89	42.42	35.59
All Grades	13.45	19.35	16.67	50.29	43.55	51.15	36.26	37.10	32.18

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	30.77	20.90	6.38	53.85	41.79	59.57	15.38	37.31	34.04
Grade 4	4.69	26.42	14.71	54.69	41.51	51.47	40.63	32.08	33.82
Grade 5	11.11	15.15	20.34	40.74	40.91	49.15	48.15	43.94	30.51
All Grades	14.71	20.43	14.37	50.00	41.40	52.87	35.29	38.17	32.76



Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	19.23	14.93	14.89	61.54	59.70	68.09	19.23	25.37	17.02
Grade 4	1.54	18.87	16.18	53.85	58.49	57.35	44.62	22.64	26.47
Grade 5	3.70	7.58	6.78	55.56	63.64	57.63	40.74	28.79	35.59
All Grades	7.60	13.44	12.64	56.73	60.75	60.34	35.67	25.81	27.01

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	30.77	11.94	8.51	42.31	58.21	57.45	26.92	29.85	34.04
Grade 4	7.69	20.75	20.59	46.15	54.72	47.06	46.15	24.53	32.35
Grade 5	11.11	12.12	18.64	50.00	54.55	40.68	38.89	33.33	40.68
All Grades	15.79	14.52	16.67	46.20	55.91	47.70	38.01	29.57	35.63

**Conclusions based on this data:**

1. Overall, 64% of students are achieving fat nearly met standard or above. Overall, 36% of students are achieving below standard in ELA (based on the most recent 18-19 SY data).
2. The strongest area overall is in listening, with 72.98% of students achieving nearly met standard and above. (based on the most recent 18-19 SY data).
3. The weakest area overall is in research/inquiry, with 64.37% of students achieving nearly met standard and above (based on the most recent 18-19 SY data).

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	56	69	50	52	68	47	52	68	47	92.9	98.6	94
Grade 4	67	56	69	65	53	68	65	53	68	97	94.6	98.6
Grade 5	58	66	63	54	66	59	54	66	59	93.1	100	93.7
All	181	191	182	171	187	174	171	187	174	94.5	97.9	95.6

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	2451.	2400.	2410.	23.08	10.29	8.51	34.62	23.53	27.66	23.08	23.53	31.91	19.23	42.65	31.91
Grade 4	2427.	2450.	2434.	4.62	11.32	10.29	15.38	24.53	22.06	38.46	32.08	27.94	41.54	32.08	39.71
Grade 5	2456.	2478.	2490.	11.11	13.64	16.95	9.26	10.61	18.64	31.48	34.85	30.51	48.15	40.91	33.90
All Grades	N/A	N/A	N/A	12.28	11.76	12.07	19.30	19.25	22.41	31.58	29.95	29.89	36.84	39.04	35.63

Concepts & Procedures Applying mathematical concepts and procedures										
Grade Level	% Above Standard			% At or Near Standard			% Below Standard			
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	
Grade 3	44.23	26.47	21.28	36.54	25.00	40.43	19.23	48.53	38.30	
Grade 4	10.77	16.98	19.12	27.69	41.51	26.47	61.54	41.51	54.41	
Grade 5	12.96	19.70	25.42	20.37	25.76	30.51	66.67	54.55	44.07	
All Grades	21.64	21.39	21.84	28.07	29.95	31.61	50.29	48.66	46.55	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	30.77	16.18	12.77	50.00	42.65	55.32	19.23	41.18	31.91
Grade 4	4.62	13.21	14.71	49.23	45.28	45.59	46.15	41.51	39.71
Grade 5	14.81	10.61	16.95	35.19	42.42	44.07	50.00	46.97	38.98
All Grades	15.79	13.37	14.94	45.03	43.32	47.70	39.18	43.32	37.36

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
<b>Grade 3</b>	26.92	13.24	2.13	53.85	51.47	59.57	19.23	35.29	38.30
<b>Grade 4</b>	9.23	18.87	13.24	35.38	47.17	42.65	55.38	33.96	44.12
<b>Grade 5</b>	11.11	9.09	13.56	46.30	51.52	57.63	42.59	39.39	28.81
<b>All Grades</b>	15.20	13.37	10.34	44.44	50.27	52.30	40.35	36.36	37.36

**Conclusions based on this data:**

1. Overall, 64% of students are achieving at nearly met standard or above. Overall, 36% of students are achieving below standard (based on the most recent 18-19SY data).
2. Overall, the strongest area of performance is in Problem solving and modeling with 63% of students achieving at nearly met standard or above (based on the most recent 18-19SY data).
3. Overall, the weakest area of performance is in Concepts & Procedures with 54% of students achieving at nearly met standard or above (based on the most recent 18-19SY data).

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students								
Grade Level	Overall		Oral Language		Written Language		Number of Students Tested	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
Grade K	1386.9	1388.6	1393.1	1394.7	1372.8	1373.7	17	14
Grade 1	*	1465.7	*	1474.6	*	1456.1	*	11
Grade 2	1476.9	*	1474.2	*	1479.2	*	14	8
Grade 3	1434.6	*	1438.7	*	1430.1	*	16	9
Grade 4	1482.9	1465.0	1476.6	1456.3	1488.5	1473.3	11	12
Grade 5	*	*	*	*	*	*	*	9
All Grades							78	63

Overall Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
K	*	14.29		21.43	*	28.57	*	35.71	17	14
1	*	18.18	*	45.45		36.36	*	0.00	*	11
2	*	*	*	*		*	*	*	14	*
3		*	*	*	*	*	*	*	16	*
4	*	8.33	*	33.33	*	41.67	*	16.67	11	12
5	*	*	*	*	*	*	*	*	*	*
All Grades	23.08	17.46	32.05	41.27	23.08	28.57	21.79	12.70	78	63

Oral Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
K	*	21.43	*	14.29	*	28.57	*	35.71	17	14
1	*	18.18	*	54.55	*	27.27		0.00	*	11
2	*	*	*	*	*	*		*	14	*
3	*	*	*	*	*	*	*	*	16	*
4	*	16.67	*	41.67	*	25.00	*	16.67	11	12
5	*	*	*	*		*	*	*	*	*
All Grades	38.46	30.16	29.49	38.10	16.67	17.46	15.38	14.29	78	63

Written Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
K	*	14.29	*	21.43	*	21.43	*	42.86	17	14
1	*	0.00	*	36.36	*	45.45	*	18.18	*	11
2	*	*	*	*	*	*	*	*	14	*
3		*		*	*	*	75.00	*	16	*
4	*	0.00	*	25.00	*	50.00	*	25.00	11	12
5	*	*	*	*	*	*	*	*	*	*
All Grades	15.38	4.76	20.51	34.92	32.05	38.10	32.05	22.22	78	63

Listening Domain Percentage of Students by Domain Performance Level for All Students									
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students		
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	
K	*	21.43	*	50.00	*	28.57	17	14	
1	*	36.36	*	63.64		0.00	*	11	
2	*	*	*	*		*	14	*	
3	*	*	*	*	*	*	16	*	
4	*	16.67	*	66.67	*	16.67	11	12	
5	*	*	*	*	*	*	*	*	
All Grades	43.59	25.40	38.46	61.90	17.95	12.70	78	63	

Speaking Domain Percentage of Students by Domain Performance Level for All Students									
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students		
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	
K	*	14.29	*	50.00	*	35.71	17	14	
1	*	18.18	*	72.73	*	9.09	*	11	
2	*	*	*	*		*	14	*	
3	*	*	*	*	*	*	16	*	
4	*	25.00	*	58.33	*	16.67	11	12	
5	*	*	*	*	*	*	*	*	
All Grades	35.90	33.33	46.15	52.38	17.95	14.29	78	63	

Reading Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	7.14	*	57.14	*	35.71	17	14
<b>1</b>	*	27.27	*	54.55	*	18.18	*	11
<b>2</b>	*	*	*	*	*	*	14	*
<b>3</b>		*	*	*	81.25	*	16	*
<b>4</b>	*	0.00	*	50.00	*	50.00	11	12
<b>All Grades</b>	15.38	12.70	47.44	58.73	37.18	28.57	78	63

Writing Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	28.57	*	14.29	*	57.14	17	14
<b>1</b>	*	0.00	*	90.91	*	9.09	*	11
<b>2</b>	*	*	78.57	*	*	*	14	*
<b>3</b>		*	*	*	*	*	16	*
<b>4</b>	*	8.33	*	75.00	*	16.67	11	12
<b>5</b>	*	*	*	*	*	*	*	*
<b>All Grades</b>	19.23	9.52	56.41	69.84	24.36	20.63	78	63

**Conclusions based on this data:**

1. Overall, 87% of students are performing at somewhat developed or higher based on the most recent data.
2. Overall, scores for students performing at somewhat developed or higher are fairly consistent across each subject are based on most recent data. 86% oral language, 78% Written language, 87% listening, 86% speaking, 79% writing.
3. Overall, the weakest area is in reading with 71% of students performing at somewhat developed or higher.

# School and Student Performance Data

## Student Population

This section provides information about the school's student population.

2018-19 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
348	59.2	21.3	0.3

This is the total number of students enrolled.

This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.

This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.

This is the percent of students whose well-being is the responsibility of a court.

2018-19 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	74	21.3
Foster Youth	1	0.3
Homeless	15	4.3
Socioeconomically Disadvantaged	206	59.2
Students with Disabilities	53	15.2

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	9	2.6
American Indian	4	1.1
Asian	3	0.9
Filipino	3	0.9
Hispanic	143	41.1
Two or More Races	34	9.8
White	152	43.7





### Conclusions based on this data:

- 59.2% of our students are socioeconomically disadvantaged.
- Students with disabilities represent 15.2% of our population.
- English Language Learners represent 21.3% of our population.

# School and Student Performance Data

## Overall Performance

### 2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<p data-bbox="186 426 479 457"><b>English Language Arts</b></p>  <p data-bbox="289 506 376 537">Orange</p>	<p data-bbox="673 426 950 457"><b>Chronic Absenteeism</b></p>  <p data-bbox="766 506 854 537">Orange</p>	<p data-bbox="1177 426 1388 457"><b>Suspension Rate</b></p>  <p data-bbox="1258 506 1323 537">Blue</p>
<p data-bbox="251 625 414 657"><b>Mathematics</b></p>  <p data-bbox="289 705 376 737">Yellow</p>		

### Conclusions based on this data:

1. We have greatly improved our suspension rates.
2. Chronic Absenteeism is in the orange. We will implement attendance incentive programs and increase parent awareness around the importance of attending school regularly.
3. Academic performance in both English Language arts and math need to improve. We will have school wide intervention programs to support this.



# School and Student Performance Data

## Academic Performance English Language Arts







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group		
<p><b>All Students</b></p>  Orange 27.9 points below standard Declined -5.5 points 169	<p><b>English Learners</b></p>  Yellow 35.5 points below standard Increased ++8.5 points 57	<p><b>Foster Youth</b></p>  No Performance Color 0 Students
<p><b>Homeless</b></p>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 6	<p><b>Socioeconomically Disadvantaged</b></p>  Orange 51 points below standard Declined -7.7 points 107	<p><b>Students with Disabilities</b></p>  No Performance Color 66.3 points below standard Declined Significantly -30.1 points 29

### 2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3
Hispanic	Two or More Races	Pacific Islander	White
 Orange 42.3 points below standard Declined -5.6 points 74	 No Performance Color 25.4 points below standard 16	 No Performance Color 0 Students	 Orange 11 points below standard Maintained ++2.8 points 68

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

### 2019 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
81.2 points below standard Declined -4.7 points 31	18.9 points above standard Increased ++5.7 points 26	24.1 points below standard Declined -11.7 points 110

**Conclusions based on this data:**

1. Five subgroups performed in the orange area. We need to identify these students and determine instructional next steps. We will continue to work with the Intervention teacher to provide support for individual students performing below grade level.
2. Our current English Learners declined by 4.7 points indicating there is a need to increase ELD support for them.
3. Our reclassified english learners increased by 5.7 points stressing the importance of continuing to progress monitor these students and provide supports when needed.

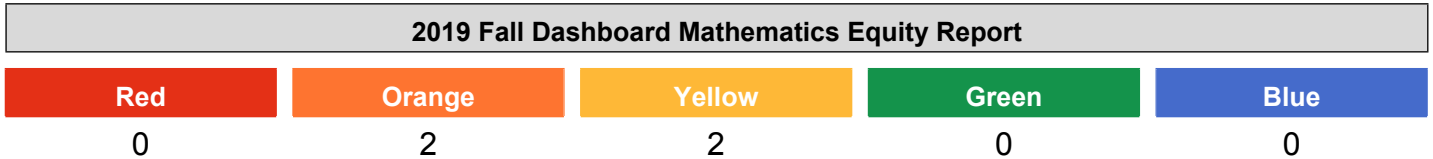
# School and Student Performance Data

## Academic Performance Mathematics






The performance levels are color-coded and range from lowest-to-highest performance in the following order:










This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group		
<p><b>All Students</b></p>  Yellow 34 points below standard Increased ++4.5 points 169	<p><b>English Learners</b></p>  Yellow 33.8 points below standard Increased ++14.1 points 57	<p><b>Foster Youth</b></p>
<p><b>Homeless</b></p>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 6	<p><b>Socioeconomically Disadvantaged</b></p>  Orange 55.1 points below standard Maintained -0.7 points 107	<p><b>Students with Disabilities</b></p>  No Performance Color 74.5 points below standard Declined -8.5 points 29

### 2019 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3
Hispanic	Two or More Races	Pacific Islander	White
 Orange 44.5 points below standard Maintained -1.9 points 74	 No Performance Color 5.4 points below standard 16	Pacific Islander	 Yellow 25.6 points below standard Increased ++12.3 points 68

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

### 2019 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
70.2 points below standard Increased ++5.5 points 31	9.5 points above standard Increased ++8.4 points 26	34.4 points below standard Maintained -0.2 points 110

**Conclusions based on this data:**

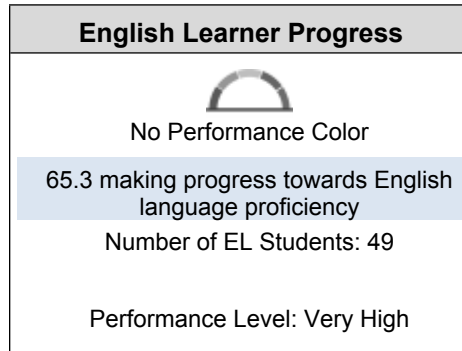
1. Overall, our students are performing stronger in Math over ELA.
2. Current English Learners and Reclassified English Learners both increased points.
3. Socioeconomically disadvantaged still performed in the orange. These students need to be identified and targeted.

# School and Student Performance Data

## Academic Performance English Learner Progress

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2019 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2019 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
8.1	26.5		65.3

#### Conclusions based on this data:

1. Our English learners are performing at a very high level.
2. 65% progressed at least one level and are making progress towards English Language proficiency.
3. Only 8% decreased by one level. We need to identify these students and make a plan for supports.

# School and Student Performance Data

## Academic Engagement Chronic Absenteeism







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.

2019 Fall Dashboard Chronic Absenteeism Equity Report				
Red	Orange	Yellow	Green	Blue
2	1	1	1	0

This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2019 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
<p><b>All Students</b></p>  <p>Orange</p> <p>18.1</p> <p>Increased +0.9</p> <p>381</p>	<p><b>English Learners</b></p>  <p>Green</p> <p>6.3</p> <p>Declined -8.8</p> <p>80</p>	<p><b>Foster Youth</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>5</p>
<p><b>Homeless</b></p>  <p>No Performance Color</p> <p>36</p> <p>Declined -5.7</p> <p>25</p>	<p><b>Socioeconomically Disadvantaged</b></p>  <p>Red</p> <p>20.7</p> <p>Maintained -0.3</p> <p>241</p>	<p><b>Students with Disabilities</b></p>  <p>Red</p> <p>26.2</p> <p>Increased +3.6</p> <p>61</p>

**2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**

African American	American Indian	Asian	Filipino
 No Performance Color 45.5 11	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3
Hispanic	Two or More Races	Pacific Islander	White
 Yellow 15.6 Declined Significantly -3 160	 No Performance Color 21.6 Increased +6.2 37	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 Orange 18.9 Increased +2.4 164

**Conclusions based on this data:**

1. Our English learners have good attendance, performing in the green.
2. Overall, attendance needs to improve.
3. Subgroups performing below standard need to be targeted and supports will be provided.

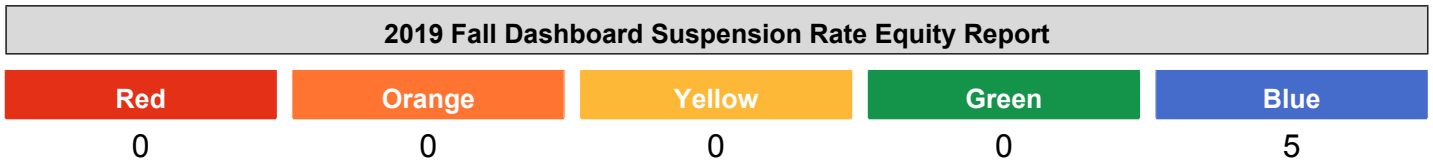
# School and Student Performance Data

## Conditions & Climate Suspension Rate







The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.









This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group		
<p><b>All Students</b></p>  <p>Blue</p> <p>0.5</p> <p>Declined Significantly -2.9</p> <p>387</p>	<p><b>English Learners</b></p>  <p>Blue</p> <p>0</p> <p>Maintained 0</p> <p>80</p>	<p><b>Foster Youth</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not</p> <p>5</p>
<p><b>Homeless</b></p>  <p>No Performance Color</p> <p>0</p> <p>Declined -8.3</p> <p>27</p>	<p><b>Socioeconomically Disadvantaged</b></p>  <p>Blue</p> <p>0.4</p> <p>Declined Significantly -2.5</p> <p>245</p>	<p><b>Students with Disabilities</b></p>  <p>Blue</p> <p>0</p> <p>Declined -5.4</p> <p>61</p>



### 2019 Fall Dashboard Suspension Rate by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color <div style="background-color: #ccccff; padding: 5px; text-align: center;">0</div> 11	 No Performance Color Less than 11 Students - Data <div style="text-align: center;">3</div>	 No Performance Color Less than 11 Students - Data <div style="text-align: center;">3</div>	 No Performance Color Less than 11 Students - Data <div style="text-align: center;">3</div>
Hispanic	Two or More Races	Pacific Islander	White
 Blue <div style="background-color: #ccccff; padding: 5px; text-align: center;">0.6</div> Declined Significantly -2.4 161	 No Performance Color <div style="background-color: #ccccff; padding: 5px; text-align: center;">0</div> Declined -7.4 37	<div style="background-color: #ccccff; padding: 5px; text-align: center;">0.6</div> Declined Significantly -2.6 169	

This section provides a view of the percentage of students who were suspended.

### 2019 Fall Dashboard Suspension Rate by Year

2017	2018	2019
	3.4	0.5

**Conclusions based on this data:**

1. Our suspension rate is performing in the highest indicator.
2. We will continue to provide our behavioral supports currently in place.
3. PBIS will continue to be implemented on our site.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Student Learning and Achievement gaps

## LEA/LCAP Goal

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

## Goal 1

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.

## Identified Need

To be successful, each student needs to have all required textbooks, ancillaries, materials and technology to access the curriculum. Integration of curriculum with up-to-date technology is required for student learning and success in all content areas. It is imperative that staff is provided with all necessary materials as well as additional materials to address intervention and learning gaps.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All

## Strategy/Activity

- 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.
- 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 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.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Lottery: Unrestricted postage
1,000.00	Lottery: Unrestricted PE Equipment
6,000.00	Lottery: Unrestricted Copy/Printer/Alarm
9321.00	Lottery: Unrestricted supplies
3,000.00	Lottery: Unrestricted Afterschool Intervention
1,500.00	Lottery: Unrestricted Substitutes for PD
500.00	Title I Part A: Basic Grants Low-Income and Neglected PD for working with students with disabilities
12,379.00	Title I Part A: Basic Grants Low-Income and Neglected supplies
6,935.00	Title I Part A: Basic Grants Low-Income and Neglected Friedel Salary & Benefits

15,350.00	Title I Part A: Basic Grants Low-Income and Neglected Upham Salary and benefits
34,057.00	Title I Part A: Basic Grants Low-Income and Neglected Title 1 teacher salary and benefits
3447.50	Discretionary Parent advocate salary and benefits
1,000.00	Discretionary Afterschool intervention
10,000.00	Discretionary Copy/Printer/Alarm
5,000.00	Site Supplemental & Concentration PD & Support for CCSS, ELD, NGSS, GLAD, AVID
1,000.00	Site Supplemental & Concentration New Teacher Professional development
1,000.00	Site Supplemental & Concentration PD for working with students with disabilities
1,800.00	Site Supplemental & Concentration Supplies
11902.50	Site Supplemental & Concentration Upham Salary & Benefits
1,000.00	Site Supplemental & Concentration postage

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Implementation of Standards

## LEA/LCAP Goal

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

## Goal 2

D.H. White Elementary will provide an instructional program that supports full implementation of the Common Core State Standards in every class, in every subject area and will increase teacher capacity in this area.

## Identified Need

- Provide for collaboration time for staff to share instructional practices and strategies.
- Feedback to parents through Report Cards, progress reports and student study teams and parent teacher conferences.
- 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.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

- In coordination with the District Office, D.H. White will maintain the appropriate level of highly qualified teachers so as to meet the needs of all students.
- In coordination with the District Office, all D.H. 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, D.H. White staff will have the necessary equipment and materials to meet the needs of their jobs in a safe and supportive environment.

- 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.
- All teachers will incorporate ELD standards in all subjects throughout the day and to enhance the learning experience.
- ELD teacher, Principal and General education teachers will collaborate (minimum once a month) to review data, progress monitor, and ensure the instructional program is effective.
- 

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
2,500.00	Lottery: Unrestricted Tech Hardware
2,000.00	Title I Part A: Basic Grants Low-Income and Neglected Tech Hardware
5,000.00	Discretionary Tech Hardware
1,000.00	Site Supplemental & Concentration Tech Hardware

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Facilities

## LEA/LCAP Goal

Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction

## Goal 3

The D.H. White campus will consistently remain a safe environment for students and staff and met the technological needs to support student instruction.

## Identified Need

There is a need for on-going upkeep of the premises to provide for a safe learning and working environment.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

ALL

### Strategy/Activity

- 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.
- Principal will regularly monitor the Site Safety Plan and ensure compliance.
- Principal/VP do daily safety walk of campus prior to student arrival on campus.
- Catapult Emergency Management Services will continue to be used by all staff members in the event of an emergency and during practice drills.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

	Title I Part A: Basic Grants Low-Income and Neglected
	Discretionary
	Discretionary
	Site Supplemental & Concentration



# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Parent Involvement

## LEA/LCAP Goal

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

## Goal 4

D.H. White will arrange meaningful and multiple opportunities for parent(s)/guardian(s) to be involved in all aspects of their child's education.

## Identified Need

D.H. White will further improve upon a parent-friendly campus where families feel safe, welcomed and involved.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

ALL

### Strategy/Activity

- Ensure that parent participation mirror's the school's demographic makeup at all events.
- Implement Parent nights where teachers inform what is being taught in the classroom and how parents can be instrumental in student success.
- TK-3rd grade will have Scholastic reading nights.
- Continue to improve upon school to home communication.
- Review and revise clear and transparent policies regarding parents on campus, field trips, etc to include any COVID-19 restriction. Communicate this policy in a variety of ways.
- Utilize school website, social media, newsletters, automated phone calls and emails and remind to increase communication.
- School wide communication folders will be used.
- Students in Grades 4-6 will use AVID planners, stressing the importance of school to home communicaiton.
- Will increase attendance in SSC, PTC, ELAC meetings.
- Student Study Teams will be used to work with staff and parents on ensuring student deficits are addressed and a plan for improvement will be designed.
- Provide/Recommend professional development opportunities for parents (i.e. CAFE parent webinar)



**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500.00

Source(s)

Lottery: Unrestricted  
Supplies

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Academic & Social emotional well-being.

## LEA/LCAP Goal

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

## Goal 5

D.H. White will make certain that student emotional well-being and academic success is at the forefront of decision making and remains a guiding principle for the 2021-2022 school year.

## Identified Need

Students will be returning to campus after more than a year of uncertainty due to the COVID-19 pandemic. It is critical that we keep social emotional well-being of our students as a top priority.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

ALL

### Strategy/Activity

- Principal will work closely with school counselor to develop a schedule to maximize student time with counselor when he/she is on-campus.
- Positive Action and the "2nd Step" bullying prevention program will continue to be taught in classrooms.
- Frequent all-staff check-ins on student mental health.
- Provide staff with professional development opportunities to address the needs of student mental health.
- School Wide PBIS will be implemented in the 2021-2022 school year.
- Principal's 200 club will recognize students who are demonstrating strong character skills.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1500.00	Lottery: Unrestricted Site based Attendance rewards
2,700.00	Discretionary Continue PD for restorative practice/behavior management
1,500.00	Discretionary PD for trauma informed schools
1,000.00	Site Supplemental & Concentration Site based Attendance rewards

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

ALL

### Strategy/Activity

- provide parents with information on the importance of attending school daily.
- ensure that students attend school on a daily basis, arrive on time, and that the school's overall average daily attendance rate is 97% or above.
- provide attendance incentives for students.
- maintain communication with families of students who are habitually absent or tardy to school so as to provide solutions and to improve attendance.
- Continue to reduce referrals to Special Education by enforcing and monitoring our RTI and SST process.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Learning Loss

## LEA/LCAP Goal

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

## Goal 6

D.H. White will address and implement a school wide intervention program to address the learning loss needs associated with school closures in Spring of 2020 as well as the distance learning/hybrid model enacted for the 2020-2021 school year. In addition, we will provide robust professional development to certificated and classified staff to address student needs associated with this unique situation.

## Identified Need

Students need multiple supports to make up for the learning loss due to the COVID-19 pandemic.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

- All students (k-6) will participate in daily intervention (30 mins a day x 4 days a week) using the Standards Plus Intervention program. These scripted teacher lesson plans support skill and concept development as well as academic vocabulary development appropriate for each grade level and rigor. There are pre- and post- assessments for each set of lessons and tasks that teachers will provide all students.
- A school wide intervention block schedule will be designed and adhered to for all grade levels.
- all teachers will be provided professional development at the beginning of the year on the Standards Plus Intervention program.
- Intervention will be provided for ELA and Math.
- Principal, VP, RSP and Intervention teacher will conduct regular walk-throughs during the designated Standards Plus block of the schedule to ensure that the program is being followed with fidelity.
- Data team will meet frequently to review the assessments and monitor student progress.
- Supports will be provided for anyone who is not following the program with fidelity (conference with principal, release time to observe other teachers, etc.)

- Frequent professional development will be provided to all staff through multiple venues. Professional development topics will include but are not limited to embedding tiered supports, intervention, addressing the needs of students social emotional well-being, etc.
- TIER 2&3 intervention program will work in conjunction with the school wide intervention program ensuring that every students needs are being met.
- A teachers pay teachers site license will be purchased to provide teachers with additional intervention/learning loss materials that they can use all year long.

Strategy/Activity

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1000.00	Lottery: Unrestricted supplies
500.00	Lottery: Unrestricted substitutes for teacher release days

# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$145,892.00

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I Part A: Basic Grants Low-Income and Neglected	\$71,221.00

Subtotal of additional federal funds included for this school: \$71,221.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
Discretionary	\$23,647.50
Lottery: Unrestricted	\$27,321.00
Site Supplemental & Concentration	\$23,702.50

Subtotal of state or local funds included for this school: \$74,671.00

Total of federal, state, and/or local funds for this school: \$145,892.00

# Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

## Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
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## Expenditures by Funding Source

Funding Source	Amount
Discretionary	23,647.50
Lottery: Unrestricted	27,321.00
Site Supplemental & Concentration	23,702.50
Title I Part A: Basic Grants Low-Income and Neglected	71,221.00

## Expenditures by Budget Reference

Budget Reference	Amount
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## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
	Discretionary	23,647.50
	Lottery: Unrestricted	27,321.00
	Site Supplemental & Concentration	23,702.50
	Title I Part A: Basic Grants Low-Income and Neglected	71,221.00

## Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	126,692.00
Goal 2	10,500.00
Goal 4	500.00



Goal 5

6,700.00

Goal 6

1,500.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 1 Classroom Teachers
- 1 Other School Staff
- 2 Parent or Community Members
- 0 Secondary Students

Name of Members	Role
Kelli Mahoney	Parent or Community Member
Codi Agan	Other School Staff
Nick Casey	Principal
Andria Mendoza	Parent or Community Member
	Classroom Teacher
Katie Kory	Classroom Teacher
	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# 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:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

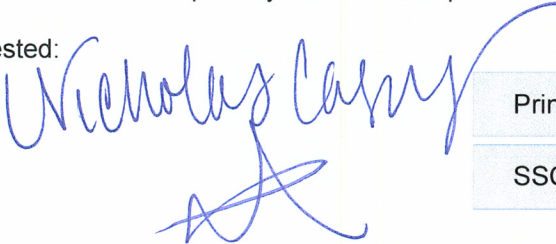
**Committee or Advisory Group Name**

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.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on 5/18/21.

Attested:



Principal, Mr. Nicholas Casey on 5/18/21

SSC Chairperson, Andria Mendoza on 5/18/21

# Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

## Instructions: Linked Table of Contents

**The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.**

[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov).

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at [TITLEI@cde.ca.gov](mailto:TITLEI@cde.ca.gov).

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

## **Purpose and Description**

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

### **Purpose**

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

### **Description**

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

## **Stakeholder Involvement**

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

*[This section meets the requirements for TSI and ATSI.]*

*[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]*

## **Resource Inequities**

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

*[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]*

# Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

## Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the “Goal #” for ease of reference.

*[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]*

## Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

*[Completing this section fully addresses all relevant federal planning requirements]*

## Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

*[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school’s identification.]*

*[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school’s identification.]*

## Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the “Strategy/Activity #” for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency’s budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

*[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]*

*[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]*

## **Students to be Served by this Strategy/Activity**

Indicate in this box which students will benefit from the strategies/activities by indicating “All Students” or listing one or more specific student group(s) to be served.

*[This section meets the requirements for CSI.]*

*[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]*

## **Proposed Expenditures for this Strategy/Activity**

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA’s budgeting, its LCAP, and school-level budgeting, if applicable.

*[This section meets the requirements for CSI, TSI, and ATSI.]*

*[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

## **Annual Review**

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

## Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

*[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]*

## Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

*From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.*

## Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:



- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

*[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

# Appendix A: Plan Requirements

## Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

### Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
  - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
    1. The comprehensive needs assessment of the entire school shall:
      - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
      - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
        - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
        - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
        - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
        - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
        - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
  - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

### Requirements for the Plan

- II. The SPSA shall include the following:
  - A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
    - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
    - b. use methods and instructional strategies that:
      - i. strengthen the academic program in the school,
      - ii. increase the amount and quality of learning time, and
      - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
    - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
      - i. strategies to improve students' skills outside the academic subject areas;
      - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
      - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
      - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
      - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
  2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
  3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
  - 1. Ensure that those students' difficulties are identified on a timely basis; and
  - 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

# Appendix B:

## Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

### Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

### Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

## **Additional Targeted Support and Improvement**

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

## **Single School Districts and Charter Schools Identified for School Improvement**

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

## Appendix C: Select State and Federal Programs

**For a list of active programs, please see the following links:**

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

School Year: **2021-22**

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Riverview Middle	34674136033690	05/21/2021	06/08/2021

## 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)

Comprehensive Support and Improvement

Additional Targeted Support and Improvement

The purpose of this plan is to provide Assisted 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.



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# 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 2020-21 school year, the SPSA was reviewed by the Riverview School Site Council (SSC) meetings on 8/28, 9/25, 10/30, 12/11, 1/29, 2/26, 4/30, and 5/21. Because of school closures due to COVID-19, the SSC meetings were conducted via zoom. The SPSA for the 2020-21 school year was approved at our meeting on 5/21.

Information for 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.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
American Indian	1.29%	0.85%	0.79%	3	2	2
African American	0.86%	2.56%	3.94%	2	6	10
Asian	%	0.43%	0.39%		1	1
Filipino	1.29%	1.71%	1.97%	3	4	5
Hispanic/Latino	42.49%	42.31%	41.73%	99	99	106
Pacific Islander	0.43%	%	0.39%	1		1
White	48.93%	49.15%	43.7%	114	115	111
Two or More Responses	4.72%	2.99%	7.09%	11	7	18
Not Reported	%	%	0%			0
<b>Total Enrollment</b>				233	234	254

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	17-18	18-19	19-20
Grade 6	58	68	70
Grade 7	79	85	98
Grade 8	96	81	86
<b>Total Enrollment</b>	233	234	254

### Conclusions based on this data:

1. Riverview's population is becoming more diverse. The number of African-American students has increased from 2 in 2017-18 to 10 in 2019-20. The Asian, and Filipino populations have also increased slightly in that time.
2. Riverview's population grew from 233 in 2017 to 254 in 2019-20, a 10% increase.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
English Learners	30	30	34	12.9%	12.8%	13.4%
Fluent English Proficient (FEP)	49	52	49	21.0%	22.2%	19.3%
Reclassified Fluent English Proficient (RFEP)	5	9	1	14.3%	30.0%	3.3%

### Conclusions based on this data:

1. The number of English Learners increased slightly in 2019-20.
2. The number of students who were reclassified in 2019-20 fell dramatically. This was partially due to an increase in the criteria to pass the ELPAC (English Language Proficiency Assessments for California).

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 6	58	57	67	56	57	66	55	57	66	96.6	100	98.5
Grade 7	87	78	85	87	76	85	87	76	85	100	97.4	100
Grade 8	93	95	84	93	94	82	93	94	82	100	98.9	97.6
All	238	230	236	236	227	233	235	227	233	99.2	98.7	98.7

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 6	2477.	2463.	2492.	3.64	3.51	4.55	23.64	24.56	27.27	40.00	26.32	40.91	32.73	45.61	27.27
Grade 7	2525.	2500.	2494.	11.49	5.26	10.59	24.14	26.32	23.53	36.78	27.63	22.35	27.59	40.79	43.53
Grade 8	2507.	2522.	2480.	2.15	8.51	3.66	27.96	21.28	15.85	29.03	30.85	20.73	40.86	39.36	59.76
All Grades	N/A	N/A	N/A	5.96	6.17	6.44	25.53	23.79	21.89	34.47	28.63	27.04	34.04	41.41	44.64

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 6	7.27	10.53	7.58	54.55	40.35	56.06	38.18	49.12	36.36
Grade 7	18.39	13.33	12.94	48.28	32.00	38.82	33.33	54.67	48.24
Grade 8	13.98	18.09	7.32	41.94	40.43	41.46	44.09	41.49	51.22
All Grades	14.04	14.60	9.44	47.23	37.61	44.64	38.72	47.79	45.92

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 6	3.64	8.77	6.06	50.91	35.09	60.61	45.45	56.14	33.33
Grade 7	17.24	16.00	10.59	48.28	48.00	44.71	34.48	36.00	44.71
Grade 8	7.53	15.96	9.76	49.46	38.30	31.71	43.01	45.74	58.54
All Grades	10.21	14.16	9.01	49.36	40.71	44.64	40.43	45.13	46.35

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 6	5.45	3.51	3.03	69.09	64.91	78.79	25.45	31.58	18.18
Grade 7	13.79	5.33	3.53	66.67	65.33	64.71	19.54	29.33	31.76
Grade 8	9.68	10.64	9.76	63.44	60.64	46.34	26.88	28.72	43.90
All Grades	10.21	7.08	5.58	65.96	63.27	62.23	23.83	29.65	32.19

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 6	10.91	8.77	9.09	54.55	52.63	75.76	34.55	38.60	15.15
Grade 7	21.84	14.67	15.29	45.98	54.67	43.53	32.18	30.67	41.18
Grade 8	7.53	20.21	7.32	40.86	45.74	32.93	51.61	34.04	59.76
All Grades	13.62	15.49	10.73	45.96	50.44	48.93	40.43	34.07	40.34

**Conclusions based on this data:**

1. English Language Arts scores are low across the demographic sub-groups on the CAASPP scores in 2019 and have been since 2017-18.
2. Reading and Writing are the lowest sub-category scores. Listening skills are slightly higher.
3. Seventh grade scores are slightly higher than eighth grade scores.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 6	58	57	67	56	57	66	56	57	66	96.6	100	98.5
Grade 7	87	78	85	86	76	84	86	76	84	98.9	97.4	98.8
Grade 8	93	95	84	93	93	82	93	93	82	100	97.9	97.6
All	238	230	236	235	226	232	235	226	232	98.7	98.3	98.3

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 6	2468.	2454.	2468.	3.57	3.51	4.55	10.71	12.28	10.61	46.43	28.07	33.33	39.29	56.14	51.52
Grade 7	2515.	2493.	2496.	11.63	7.89	11.90	22.09	18.42	19.05	27.91	31.58	17.86	38.37	42.11	51.19
Grade 8	2507.	2540.	2501.	5.38	17.20	6.10	17.20	12.90	12.20	27.96	32.26	34.15	49.46	37.63	47.56
All Grades	N/A	N/A	N/A	7.23	10.62	7.76	17.45	14.60	14.22	32.34	30.97	28.02	42.98	43.81	50.00

Concepts & Procedures Applying mathematical concepts and procedures										
Grade Level	% Above Standard			% At or Near Standard			% Below Standard			
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	
Grade 6	3.57	8.77	7.58	41.07	24.56	24.24	55.36	66.67	68.18	
Grade 7	17.44	11.84	14.29	34.88	32.89	26.19	47.67	55.26	59.52	
Grade 8	10.75	22.83	9.76	33.33	30.43	32.93	55.91	46.74	57.32	
All Grades	11.49	15.56	10.78	35.74	29.78	28.02	52.77	54.67	61.21	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 6	1.79	7.02	4.55	50.00	35.09	40.91	48.21	57.89	54.55
Grade 7	16.28	11.84	13.10	39.53	39.47	42.86	44.19	48.68	44.05
Grade 8	9.68	17.20	8.54	40.86	47.31	45.12	49.46	35.48	46.34
All Grades	10.21	12.83	9.05	42.55	41.59	43.10	47.23	45.58	47.84

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
<b>Grade 6</b>	3.57	5.26	4.55	46.43	35.09	46.97	50.00	59.65	48.48
<b>Grade 7</b>	19.77	11.84	15.48	48.84	53.95	52.38	31.40	34.21	32.14
<b>Grade 8</b>	7.53	15.22	4.88	56.99	54.35	56.10	35.48	30.43	39.02
<b>All Grades</b>	11.06	11.56	8.62	51.49	49.33	52.16	37.45	39.11	39.22

**Conclusions based on this data:**

1. Math scores are consistently low since 2017-18. In 2019-20 50% of the students were below grade level overall.
2. Concepts and Procedures are the lowest performing sub-category.



# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students								
Grade Level	Overall		Oral Language		Written Language		Number of Students Tested	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
Grade 6	*	1536.4	*	1541.4	*	1530.7	*	11
Grade 7	*	1510.4	*	1506.7	*	1513.4	*	11
Grade 8	*	*	*	*	*	*	*	9
All Grades							23	31

Overall Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
6	*	18.18	*	54.55	*	9.09	*	18.18	*	11
7	*	0.00	*	45.45	*	45.45	*	9.09	*	11
8	*	*	*	*	*	*	*	*	*	*
All Grades	*	9.68	*	45.16	*	29.03	*	16.13	23	31

Oral Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
6	*	45.45	*	36.36	*	0.00	*	18.18	*	11
7	*	18.18	*	45.45	*	27.27	*	9.09	*	11
8	*	*	*	*	*	*	*	*	*	*
All Grades	*	25.81	*	45.16	*	16.13	*	12.90	23	31

Written Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
6		18.18	*	27.27	*	27.27	*	27.27	*	11
7		0.00	*	18.18	*	36.36	*	45.45	*	11
8		*	*	*		*	*	*	*	*
All Grades		9.68	*	19.35	*	38.71	*	32.26	23	31

Listening Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
6	*	27.27	*	63.64	*	9.09	*	11
7		9.09	*	72.73	*	18.18	*	11
8	*	*	*	*	*	*	*	*
All Grades	*	16.13	52.17	67.74	*	16.13	23	31

Speaking Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
6	*	63.64	*	18.18	*	18.18	*	11
7	*	36.36	*	54.55	*	9.09	*	11
All Grades	60.87	45.16	*	41.94	*	12.90	23	31

Reading Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
6		9.09	*	45.45	*	45.45	*	11
7		0.00	*	27.27	*	72.73	*	11
All Grades		9.68	*	25.81	65.22	64.52	23	31

Writing Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
6	*	36.36	*	45.45	*	18.18	*	11
7	*	0.00	*	90.91	*	9.09	*	11
All Grades	*	12.90	65.22	74.19	*	12.90	23	31

**Conclusions based on this data:**

- Riverview students perform better on the Oral Language portion than the Written Language portion.
- Students performed best on the Speaking domain; Somewhat/Moderately on Listening and Writing; and lowest on Reading. We will focus on Reading and Writing in ELA classes next year to improve these areas.

# School and Student Performance Data

## Student Population

This section provides information about the school's student population.

2018-19 Student Population			
<b>Total Enrollment</b>	<b>Socioeconomically Disadvantaged</b>	<b>English Learners</b>	<b>Foster Youth</b>
<b>234</b>	<b>55.1</b>	<b>12.8</b>	
This is the total number of students enrolled.	This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	This is the percent of students whose well-being is the responsibility of a court.

2018-19 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	30	12.8
Homeless	2	0.9
Socioeconomically Disadvantaged	129	55.1
Students with Disabilities	26	11.1

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	6	2.6
American Indian	2	0.9
Asian	1	0.4
Filipino	4	1.7
Hispanic	99	42.3
Two or More Races	7	3.0
White	115	49.1





### Conclusions based on this data:

1. Over half the students at Riverview are socio-economically disadvantaged. It's important to recognize that some students may not have some of the supports and resources of other students.
2. White and Hispanic are the large subgroups on campus.

# School and Student Performance Data

## Overall Performance

### 2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<p data-bbox="186 424 479 457"><b>English Language Arts</b></p>  <p data-bbox="289 506 376 539">Orange</p>	<p data-bbox="673 424 950 457"><b>Chronic Absenteeism</b></p>  <p data-bbox="766 506 854 539">Orange</p>	<p data-bbox="1177 424 1388 457"><b>Suspension Rate</b></p>  <p data-bbox="1263 506 1318 539">Red</p>
<p data-bbox="251 623 414 657"><b>Mathematics</b></p>  <p data-bbox="289 705 376 739">Orange</p>		

#### Conclusions based on this data:

1. Academic Performance in both ELA and Math is low.
2. Suspension rates are also an area of concern. However, suspension rates since 2019 have fallen drastically.

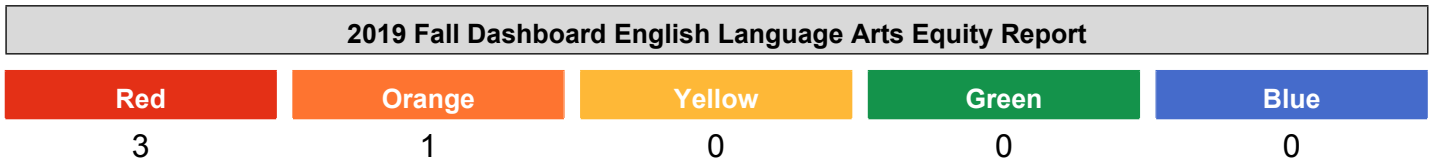
# School and Student Performance Data

## Academic Performance English Language Arts

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group		
<p><b>All Students</b></p> <p>Orange</p> <p>61.9 points below standard</p> <p>Declined -11.6 points</p> <p>219</p>	<p><b>English Learners</b></p> <p>Red</p> <p>102.3 points below standard</p> <p>Declined -7.6 points</p> <p>58</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>0 Students</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>2</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Red</p> <p>75.4 points below standard</p> <p>Declined -8.4 points</p> <p>128</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color</p> <p>114.2 points below standard</p> <p>Declined -11.9 points</p> <p>23</p>

### 2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4
Hispanic	Two or More Races	Pacific Islander	White
 Red <span style="background-color: #e0e0e0;">77.2 points below standard</span> Declined Significantly -15.1 points 96	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5	 No Performance Color 0 Students	 Orange <span style="background-color: #e0e0e0;">52.1 points below standard</span> Declined -7.1 points 106

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

### 2019 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
<span style="background-color: #e0e0e0;">145.1 points below standard</span> Declined -6.7 points 30	<span style="background-color: #e0e0e0;">56.5 points below standard</span> Declined -3.8 points 28	<span style="background-color: #e0e0e0;">49.1 points below standard</span> Declined -4.9 points 139

**Conclusions based on this data:**

1. All subgroups are below standard in ELA and declined further in 2019. Hispanic students declined significantly.

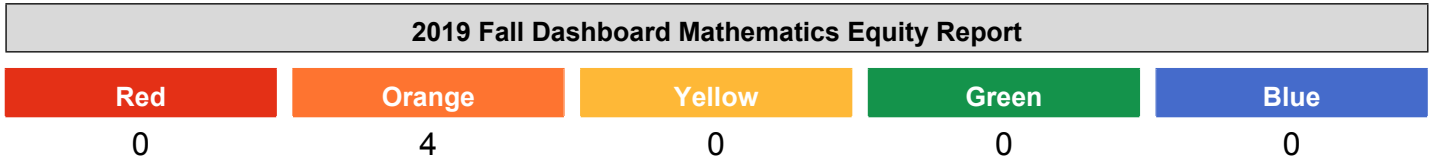
# School and Student Performance Data

## Academic Performance Mathematics






The performance levels are color-coded and range from lowest-to-highest performance in the following order:










This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group		
<p><b>All Students</b></p>  Orange 75.7 points below standard Declined -7.9 points 218	<p><b>English Learners</b></p>  Orange 111.9 points below standard Increased ++13.9 points 58	<p><b>Foster Youth</b></p>
<p><b>Homeless</b></p>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	<p><b>Socioeconomically Disadvantaged</b></p>  Orange 86.5 points below standard Maintained -1.9 points 127	<p><b>Students with Disabilities</b></p>  No Performance Color 124.7 points below standard Declined -11.7 points 23

### 2019 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4
Hispanic	Two or More Races	Pacific Islander	White
 Orange 84.9 points below standard Declined -5.3 points 95	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5	(Empty)	 Orange 69 points below standard Declined -9.8 points 106

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

### 2019 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
151.3 points below standard Increased Significantly ++17.9 points 30	69.6 points below standard Increased ++14.3 points 28	69.1 points below standard Declined -6.5 points 138

**Conclusions based on this data:**

1. English Language Learners improved in 2019 but are still in the orange.
2. Socio-economically disadvantaged students maintained in the orange.
3. Students with Disabilities, White, and Hispanic students declined and White and Hispanic subgroups are in the red.

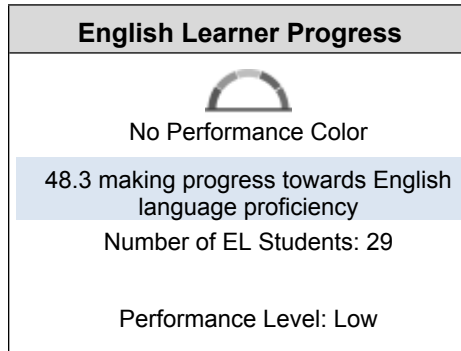


# School and Student Performance Data

## Academic Performance English Learner Progress

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2019 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2019 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
20.6	31.0		48.2

#### Conclusions based on this data:

1. We had about 2.5 times as many students progress one level than decrease one level.

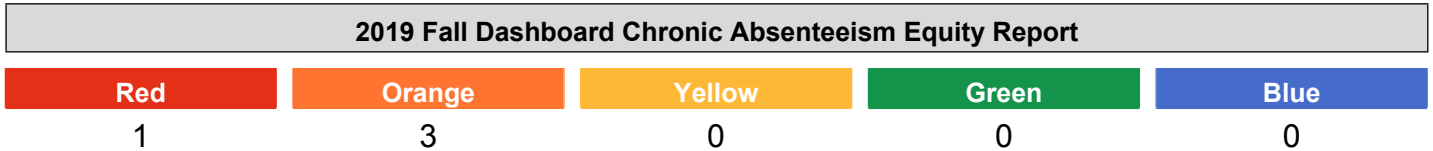
# School and Student Performance Data

## Academic Engagement Chronic Absenteeism







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2019 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
<p><b>All Students</b></p>  <p>Orange</p> <p>13.9</p> <p>Increased +1.2</p> <p>251</p>	<p><b>English Learners</b></p>  <p>Orange</p> <p>17.1</p> <p>Increased +4.6</p> <p>35</p>	<p><b>Foster Youth</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>0</p>
<p><b>Homeless</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>3</p>	<p><b>Socioeconomically Disadvantaged</b></p>  <p>Red</p> <p>18.3</p> <p>Increased Significantly +3.3</p> <p>153</p>	<p><b>Students with Disabilities</b></p>  <p>No Performance Color</p> <p>34.5</p> <p>Increased +6.5</p> <p>29</p>

**2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 6	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5
Hispanic	Two or More Races	Pacific Islander	White
 Orange 10.9 Increased +1.4 110	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 7	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 Orange 16 Increased +1.8 119

**Conclusions based on this data:**

- This is a very small number of students (4). We will identify and target support for the small number of students who are chronically absent.

# School and Student Performance Data

## Conditions & Climate Suspension Rate

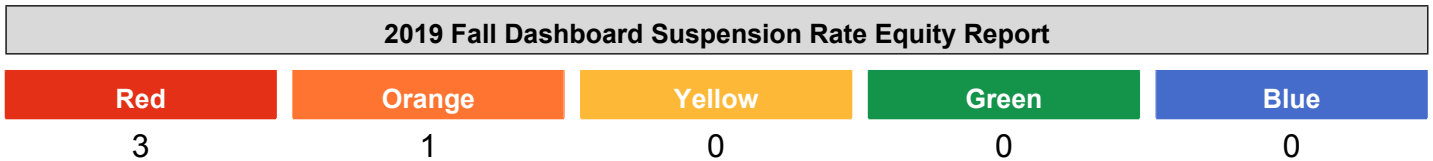
The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest  
Performance



Highest  
Performance








This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group		
<p><b>All Students</b></p> <p>Red</p> <p>12.2%</p> <p>Increased Significantly +4.2</p> <p>254</p>	<p><b>English Learners</b></p> <p>Red</p> <p>14.3%</p> <p>Increased +5.2</p> <p>35</p>	<p><b>Foster Youth</b></p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not</p> <p>4</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Red</p> <p>13%</p> <p>Increased Significantly +4.5</p> <p>154</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color</p> <p>16.7%</p> <p>Increased +8.7</p> <p>30</p>

### 2019 Fall Dashboard Suspension Rate by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data 6	 No Performance Color Less than 11 Students - Data 3	 No Performance Color Less than 11 Students - Data 1	 No Performance Color Less than 11 Students - Data 5
Hispanic	Two or More Races	Pacific Islander	White
 Red <span style="background-color: #d9e1f2; padding: 2px;">12.7%</span> Increased +7.1 110	 No Performance Color Less than 11 Students - Data 9	(Empty)	 Orange <span style="background-color: #d9e1f2; padding: 2px;">10.8%</span> Increased +2.7 120

This section provides a view of the percentage of students who were suspended.

### 2019 Fall Dashboard Suspension Rate by Year

2017	2018	2019
(Empty)	8	12.2%

**Conclusions based on this data:**

1. Riverview's suspension decreased from 28 in 2018-19 to 9 in 2019-20 (through 3/13/20).

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Student Achievement

## LEA/LCAP Goal

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

## Goal 1

All core subject teachers will continue to implement Common Core State Standards and/or Next Generation Science Standards in their classroom instruction. English Language Arts teachers and Math teachers will use available Common Core-aligned curriculum. The science teacher will continue to teach the Next Generation Science Standards. The newest ELD Standards will be taught in small group within the English Language Arts classrooms. Best teaching practices will be implemented to close the achievement gap and ensure all students meet standards.

## Identified Need

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

The most recent CAASPP test results (2019), 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?

Riverview staff will analyze data at staff meetings and individually to identify gaps, areas of need, and areas of growth. We will gather formative and summative data throughout the year from curriculum assessments, assignments, and teacher observations.

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. Provide time at staff meetings for staff to review and analyze data.

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

On the 2019 CAASPP state test, 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.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

Instructional Materials

**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, 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 students.

**People Assigned:**

All teachers, Principal, secretary, and office assistant

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

**Amount(s)****Source(s)**

3063

Lottery: Unrestricted  
4000-4999: Books And Supplies  
classroom and office supplies

358

Discretionary  
4000-4999: Books And Supplies  
classroom and office supplies

1947

Site Supplemental & Concentration  
4000-4999: Books And Supplies  
classroom and office supplies

**Strategy/Activity 2****Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

Science Materials and Equipment

**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:**

Office Assistant, Principal, and Science Teacher

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

240

Lottery: Unrestricted  
4000-4999: Books And Supplies  
Science materials and equipment

160

Site Supplemental & Concentration  
4000-4999: Books And Supplies  
Science materials and equipment

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

Elective Support

**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. For AVID, college apparel and paraphernalia will be purchased to promote a college-going atmosphere. Leadership uses art supplies, notebooks, and other supplies for lessons, rallies, and projects.

**Measures:** Elective classes are enriching and engaging. Students are having new and exciting experiences in those classes.

**People Assigned:**

Principal and elective teachers

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.



Amount(s)	Source(s)
450	Lottery: Unrestricted 4000-4999: Books And Supplies Art Supplies
240	Lottery: Unrestricted 4000-4999: Books And Supplies Leadership Supplies
160	Site Supplemental & Concentration 4000-4999: Books And Supplies Leadership Supplies
300	Site Supplemental & Concentration 4000-4999: Books And Supplies Art Supplies
200	Site Supplemental & Concentration 4000-4999: Books And Supplies AVID Supplies

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Technology Advancements

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 obsolete and will need to be replaced. These funds may also be used to replace Chromebooks as needed. 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1500	Discretionary 4000-4999: Books And Supplies

**Strategy/Activity 5****Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

Librarian Salary

**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 allow 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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

**Amount(s)****Source(s)**

2835

Discretionary  
2000-2999: Classified Personnel Salaries  
Librarian Salary

2025

Lottery: Unrestricted  
2000-2999: Classified Personnel Salaries  
Librarian Salary

**Strategy/Activity 6****Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

Library Service Agreement

**Task:**

The Librarian uses Companion software, a 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

800

Source(s)

Discretionary  
5000-5999: Services And Other Operating  
Expenditures  
Library Software

### Strategy/Activity 7

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Library Books

Task:

The Librarian will replace worn out books, complete existing series and purchase 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 based on a analysis of existing books, new publication available, and books that need to be replaced.

People Assigned:

Librarian, Principal, Office Assistant

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500

Source(s)

Discretionary  
4000-4999: Books And Supplies  
Library Books

### Strategy/Activity 8

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

Use of NoRedInk for Improving Student Writing and Grammar

Task:

Use NoRedInk school-wide for writing and grammar instruction. Teachers will teach the same strategies and have the same expectations of their students' writing across disciplines.

Measures:

Students writing samples and scores on state tests, district benchmarks, and classroom assignments will improve.

People Assigned:

Principal and teachers

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

3000

Source(s)

District Funded  
5800: Professional/Consulting Services And  
Operating Expenditures  
NoRedInk licenses for entire school

### Strategy/Activity 9

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

Planning and collaboration under Comprehensive Supplemental and Improvement process

Task:

Due to low test scores and failure to make our targeted growth on the 2019 SBAC tests, Riverview is in Assisted Target Support and Intervention status with the California Department of Education. Thus, Principal Marcy Rossi, district personnel, and Sacramento County Office of Education personnel will meet throughout the year as part of a Comprehensive Supplemental and Improvement (CSI) process. During this process, team members will gather data, analysis the data and formulate a plan to improve student achievement.

Measures:

Student achievement on standardized tests will improve

People Assigned:

Principal, District Office Personnel (Director of Education Services, Director of Special Education, Superintendent) and Sacramento Office of Education personnel

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Common Core Implementation

## LEA/LCAP Goal

Implementation of State Standards

## Goal 2

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.

## Identified Need

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

The most recent CAASPP test results from the 2019 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. The CDE dashboard shows that on 2019 state assessments Riverview performed in the orange in ELA and Math. The subgroups of EL, Hispanic, and socio-economically disadvantaged were in the red on ELA. All subgroups (English Learners, Hispanic, Socioeconomically Disadvantaged, and White) scored in the orange level in math. An analysis of Fall MAP benchmark scores show that ELA scores have improved each of the last 3 years. In math the MAP scores went down in 2019 then up again in 2020. Data for the 8th grade in 2020 was not available.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

CCSS and NGSS Standard Implementation

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 and site.

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.

People Assigned:

All teachers and Principal

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

1,300.00

Lottery: Unrestricted  
1000-1999: Certificated Personnel Salaries  
Subs from Academic Walkthroughs

200.00

Discretionary  
5000-5999: Services And Other Operating  
Expenditures  
Mileage reimbursement for 2 teachers attending  
Google EdTech Summitt

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

AVID Training and Implementation

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. Site-based AVID trainings and collaboration will occur quarterly at staff meetings on AVID strategies

such as Focused Note Taking, Inquiry Strategies, and Collaborative Study Groups. At least 1/3 of Riverview teachers will also attend the AVID Summer Institute which is funded by our district office.

**Measures:**

Number of teachers attending the AVID PD sessions; staff involvement in site-based trainings; implementation of AVID strategies in classrooms.

**People Assigned:**

AVID Coordinator/Teacher, AVID Leadership Team, Teachers, Principal

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

**Amount(s)**

**Source(s)**

500

Site Supplemental & Concentration  
5800: Professional/Consulting Services And  
Operating Expenditures  
Subscription to SCOE AVID Professional  
Development Series

1020

Site Supplemental & Concentration  
1000-1999: Certificated Personnel Salaries  
Substitutes to cover for teachers attending  
SCOE AVID PD series (6 days)

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

GLAD Training

**Task:**

Teachers have been invited to attend a district-funded GLAD (Guided Language Acquisition and Design) training, a 2-day training which will take place in June. GLAD strategies have been proven to increase student engagement and comprehension, especially among English Learners. Riverview teachers will be using GLAD strategies to embed the English Language Development standards into their daily instruction.

**Measures:**

Student comprehension, assignment completion, and test scores will increase.

**People assigned:**

Principal, Director of Education Services, Teachers



**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

0

Source(s)

District Funded

**Strategy/Activity 4**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Google EdTech Summit

Task:  
Send 2 teachers to the Google EdTech Summit to learn new and exciting was to incorporate technology into lessons and make lessons more engaging.

Measures:  
Two teacher will attend the workshop and share their new practices with the staff. New practices will be integrated into classroom lessons.

People assigned:  
Principal, Teachers

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1500.00

Source(s)

Discretionary  
4000-4999: Books And Supplies  
Technology Upgrades

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Facilities and Maintenance

## LEA/LCAP Goal

Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction

## Goal 3

Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction

## Identified Need

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?

Riverview is an old facility and needs a lot of upgrades. Our SchoolDude system, Datapath support, the office staff, and the maintenance staff have improved the conditions of Riverview in the last couple years, but more major renovations to our facility are needed.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Service Agreements

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:

Principal, Secretary, and Office Assistant

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

2250

Source(s)

Discretionary  
5000-5999: Services And Other Operating  
Expenditures  
Rents, Leases and Repairs

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Office Supervision

Task:

Ensure that substitutes are scheduled when secretary is absent.

Measures:

Track absences and the cost of substitutes.

People Assigned:

Office Assistant, Secretary, Principal

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

350

Lottery: Unrestricted  
2000-2999: Classified Personnel Salaries  
Secretary/Clerical Substitute

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

Facilities Maintenance

**Task:**

Ensure that facilities are safe and in good working condition for a staff and students.

**Measures:**

Use SchoolDude system to track work orders and task completion

**People Assigned:**

Principal and Custodian and Maintenance Staff

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Parent Involvement

## LEA/LCAP Goal

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

## Goal 4

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.

## Identified Need

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.)

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.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

AVID students

Strategy/Activity

## AVID Family Involvement

### 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### Amount(s)

### Source(s)

300.00

Site Supplemental & Concentration  
4000-4999: Books And Supplies  
AVID night refreshments and supplies

200.00

Site Supplemental & Concentration  
1000-1999: Certificated Personnel Salaries  
Teacher extra assignment/AVID preparation

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

### Strategy/Activity

Postage for mailings to families

### 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1,200.00

Source(s)

Discretionary  
5700-5799: Transfers Of Direct Costs  
Postage for mailings

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Spanish speaking families and students

Strategy/Activity

Translation/Interpreter Services

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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

300.00

Source(s)

Site Supplemental & Concentration  
2000-2999: Classified Personnel Salaries  
Translation/Interpreter Services

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Home-School Communication

Task:

Riverview will send out emails and phone calls as needed, most likely weekly, in both English and Spanish to all families with important information on events and dates for our students and their families. We will also post information, dates, and links on our website.

**Measures:**

Families will be informed of our events and happenings.

**People Assigned:**

Principal, Secretary, Translator

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

None Specified

**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

Parent Organization Meetings

**Task:**

In order to have family and community input and ensure that families have a voice at Riverview, we will hold regular meetings of our parent organizations. PTC and School Site Council will meet monthly and the English Language Advisory Committee will meet quarterly or more as needed. Notice of these meetings will be emailed to all families and sent home through our phone service. We will also explore creating a new, inclusive parent group targeting minority populations to ensure all our students' needs and the families' needs are met. This group would meet quarterly and be parent driven to discuss and address issues related to Riverview's minority subgroups, including students of different races, ethnicities, gender, and/or sexual orientation.

**Measures:**

Participation in these meetings will consist of officers and other parents who are interested. Attendance and input/discussions will be recorded in meeting minutes.

**People Assigned:**

Principal, Committee officers, families and community members

**Proposed Expenditures for this Strategy/Activity**



List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

School Culture

## LEA/LCAP Goal

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

## Goal 5

Riverview will foster a culture of positive connections between and among students and staff. 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.

## Identified Need

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 (ex: pizza or ice cream party). Hold monthly Panther of the Month luncheons where teachers invite a student and their guest to lunch who have demonstrated our Panther trait of the month. Paws-itive office referrals and post cards home for students who are behaving and making good choices. Plan monthly rallies and quarterly spirit weeks.

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. Suspension decreased from 28 in 2018-19 to 9 in 2019-20 (through 3/13/20). Our attendance rate was 94.35% through 3-13-20 which was similar to previous years.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

Awarding Academic Achievement and Good Attendance

#### Task:

Hold an award assembly quarterly in which students are honored for their academic achievement and good attendance

#### Measures:

Students will be honored for having a GPA of 3.0 or higher on their report card. Students will also be honored for good attendance (95% attendance or better) for the quarter.

#### People Assigned:

Teachers, Principal, Secretary

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

#### Amount(s)

#### Source(s)

419

Lottery: Unrestricted  
4000-4999: Books And Supplies  
Good attendance celebration

181

Site Supplemental & Concentration  
4000-4999: Books And Supplies  
Good attendance celebration

300

Discretionary  
4000-4999: Books And Supplies  
Honor Roll Celebration

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

Panther of the Month Student Recognition

#### 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, Staff, Food Services Staff

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

480

Source(s)

Discretionary  
4000-4999: Books And Supplies  
Panther of the Month Lunch

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

CADA Conference

Task:

The 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 Leadership Teacher will train teachers in activities they will lead in their house meetings to improve relationships and connections. The Leadership Teacher will also learn ways to engage students in school activities such as dances, spirit weeks, and activity/game nights.

Measures:

The Leadership Teacher 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 Leadership Teacher, principal, and all teachers.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

900

Source(s)

Discretionary  
5800: Professional/Consulting Services And  
Operating Expenditures

	CADA Conference
600	Site Supplemental & Concentration 5800: Professional/Consulting Services And Operating Expenditures CADA Conference
306	Discretionary 1000-1999: Certificated Personnel Salaries Substitutes for the Leadership Teacher to attend CADA Conference
204	Site Supplemental & Concentration 1000-1999: Certificated Personnel Salaries Substitutes for the Leadership Teacher to attend CADA Conference

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Security Cameras

#### Task:

Maintenance and service on security 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

#### Amount(s)

2719

#### Source(s)

Discretionary  
5800: Professional/Consulting Services And  
Operating Expenditures  
Maintenance and service on security cameras

### Strategy/Activity 5

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

## Strategy/Activity

### Supplies and Incentives for Positive Behavior and School Culture

#### Task:

Incentives and rewards for positive behavior, including 'paws-itive' office rewards, behavior plan incentives, 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### Amount(s)

### Source(s)

900

Discretionary  
4000-4999: Books And Supplies  
House celebration and PBIS supplies

600

Site Supplemental & Concentration  
4000-4999: Books And Supplies  
House celebration and PBIS supplies

## Strategy/Activity 6

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Athletes (Open to all students)

## Strategy/Activity

### Sports Teams

#### 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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
4000	Lottery: Unrestricted 1000-1999: Certificated Personnel Salaries Coaches Stipends
1000	Discretionary 1000-1999: Certificated Personnel Salaries Substitutes to cover for teachers on game days

**Strategy/Activity 7**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Truant Students

**Strategy/Activity**

Monitor truant students

**Task:**  
Track students who are missing more than 90% of school days by making frequent phone calls and emails to parents. Work with families to solve factors that are prohibiting the student from attending school.

**Measures:**  
The number of truant (absent 90% of the days or more) students will decrease.

**People Assigned:**  
Principal, Teachers, Director of Educational Services, School Resource Officers

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Mitigate Learning Loss

## LEA/LCAP Goal

Mitigate Learning Loss

## Goal 6

Riverview will implement programs and strategies to mitigate learning loss experience by students during the 2020-21 school shutdown and distance learning due to the COVID-19 pandemic.

## Identified Need

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

Map scores  
Student grades and achievement  
Student attendance records  
Student work completion records  
Teacher observations and anecdotal evidence

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

SBAC scores  
Map scores  
Student grades and achievement  
Student attendance records  
Student work completion records  
Teacher observations and anecdotal evidence

Strategy:

We will strategically implement programs and teaching strategies to improve students learning and retention in all subject areas.

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

Student engagement, attendance, and assignment completion was low during distance learning.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students



### Strategy/Activity

Implementation of a block schedule

#### Task:

Adjust Riverview's daily schedule to a 'block' schedule that will consist of 4 longer classes in comparison to our current schedule of 6 classes. Students will receive additional English Language Arts and Math instruction daily and will be enrolled in science, history, PE and an elective for a semester only.

#### Measures:

The amount of time students will spend in ELA and Math will increase 66% and the amount of time students will spend in other subjects will decrease 15%.

#### People Assigned:

Principal and all staff

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

### **Strategy/Activity 2**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Students in Literacy Class

### Strategy/Activity

Reading Plus in Literacy Classes

#### Task:

Double the number of students enrolled in the Literacy class from 15 to 30. This will increase the number of students receiving reading intervention through the Reading Plus program, an adaptive online reading intervention program.

#### Measures:

Students enrolled in the Literacy class will show an increase on their MAP, STAR Reading, and SBAC scores.

#### People Assigned:

Principal, Literacy Teacher

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

3630

Source(s)

District Funded

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Use of iXL in ELA, Math and Science

Task:

With our block schedule next year, teachers will have more time in ELA and math to reinforce current standards as well as standards and skills that need to be retaught due to the learning loss experienced during the shutdown. We anticipate that many students will need extra support after a year of distance learning. iXL can help students practice skills in ELA, math and science.

Measures:

Students will show an increase on their classroom assignments, MAP and SBAC scores.

People Assigned:

Principal, Teachers, Instructional Assistants

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

4275.00

Source(s)

District Funded

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

After School Tutoring

Task:

Two Teachers will work for an hour every Tuesday and Thursday in the library to help students with homework and other assignments.

**Measures:**

Assignment completion and comprehension will increase.

**People Assigned:**

Principal, Teachers

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
2352	Discretionary 1000-1999: Certificated Personnel Salaries Teacher Extra Duty Pay
1568	Site Supplemental & Concentration 1000-1999: Certificated Personnel Salaries Teacher Extra Duty Pay

**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Special Education/Resource Specialist Program Students

**Strategy/Activity**

Read Naturally Live Reading Program

**Task:**

Implement Read Naturally in the Study Skills class to improve student reading skills

**Measure:**

Students enrolled in the Study Skills classes will show an increase on their classroom assignments, MAP, STAR and SBAC scores.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
690	District Funded 5800: Professional/Consulting Services And Operating Expenditures Reading Plus licenses (30)



# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$7,320.00
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$52,022.00

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
------------------	-----------------

Subtotal of additional federal funds included for this school: \$

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
Discretionary	\$20,100.00
District Funded	\$11,595.00
Lottery: Unrestricted	\$12,087.00
None Specified	\$0.00
Site Supplemental & Concentration	\$8,240.00

Subtotal of state or local funds included for this school: \$52,022.00

Total of federal, state, and/or local funds for this school: \$52,022.00

# Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

## Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
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## Expenditures by Funding Source

Funding Source	Amount
Discretionary	20,100.00
District Funded	11,595.00
Lottery: Unrestricted	12,087.00
None Specified	0.00
Site Supplemental & Concentration	8,240.00

## Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	11,950.00
2000-2999: Classified Personnel Salaries	5,510.00
4000-4999: Books And Supplies	13,798.00
5000-5999: Services And Other Operating Expenditures	3,250.00
5700-5799: Transfers Of Direct Costs	1,200.00
5800: Professional/Consulting Services And Operating Expenditures	8,409.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
	Discretionary	0.00
1000-1999: Certificated Personnel Salaries	Discretionary	3,658.00
2000-2999: Classified Personnel Salaries	Discretionary	2,835.00

4000-4999: Books And Supplies	Discretionary	5,538.00
5000-5999: Services And Other Operating Expenditures	Discretionary	3,250.00
5700-5799: Transfers Of Direct Costs	Discretionary	1,200.00
5800: Professional/Consulting Services And Operating Expenditures	Discretionary	3,619.00
	District Funded	7,905.00
5800: Professional/Consulting Services And Operating Expenditures	District Funded	3,690.00
	Lottery: Unrestricted	0.00
1000-1999: Certificated Personnel Salaries	Lottery: Unrestricted	5,300.00
2000-2999: Classified Personnel Salaries	Lottery: Unrestricted	2,375.00
4000-4999: Books And Supplies	Lottery: Unrestricted	4,412.00
	None Specified	0.00
	Site Supplemental & Concentration	0.00
1000-1999: Certificated Personnel Salaries	Site Supplemental & Concentration	2,992.00
2000-2999: Classified Personnel Salaries	Site Supplemental & Concentration	300.00
4000-4999: Books And Supplies	Site Supplemental & Concentration	3,848.00
5800: Professional/Consulting Services And Operating Expenditures	Site Supplemental & Concentration	1,100.00

## Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	17,778.00
Goal 2	4,520.00
Goal 3	2,600.00
Goal 4	2,000.00
Goal 5	12,609.00
Goal 6	12,515.00
Goal 7	0.00
Goal 8	0.00
Goal 9	0.00





# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 2 Classroom Teachers
- 0 Other School Staff
- 4 Parent or Community Members
- 0 Secondary Students

Name of Members	Role
Rhina Recinos-Fortes	Parent or Community Member
Dominic Ciaramitaro	Classroom Teacher <i>Dominic Ciaramitaro</i>
Meniolita (Suzzy) Alexander <i>M Alexander</i>	Parent or Community Member
Amy Dyckovsky <i>Amy Dyckovsky</i>	Classroom Teacher
Elvia Coronado <i>Elvia</i>	Parent or Community Member
Randall Jelly <i>Randall Jelly</i>	Parent or Community Member
Marcy Rossi	Principal <i>M Rossi</i>

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# 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:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**

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.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on *May 21, 2021*

Attested:

Principal, Marcy Rossi on <i>M Rossi</i> <i>5/24/21</i>
SSC Chairperson, Elvia Coronado on <i>ec</i> <i>5/24/21</i>

# Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

## Instructions: Linked Table of Contents

**The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.**

[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov).

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at [TITLEI@cde.ca.gov](mailto:TITLEI@cde.ca.gov).

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

## **Purpose and Description**

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

### **Purpose**

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

### **Description**

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

## **Stakeholder Involvement**

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

*[This section meets the requirements for TSI and ATSI.]*

*[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]*

## **Resource Inequities**

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

*[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]*

# Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

## Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the “Goal #” for ease of reference.

*[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]*

## Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

*[Completing this section fully addresses all relevant federal planning requirements]*

## Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

*[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school’s identification.]*

*[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school’s identification.]*

## Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the “Strategy/Activity #” for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency’s budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

*[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]*

*[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]*

## **Students to be Served by this Strategy/Activity**

Indicate in this box which students will benefit from the strategies/activities by indicating “All Students” or listing one or more specific student group(s) to be served.

*[This section meets the requirements for CSI.]*

*[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]*

## **Proposed Expenditures for this Strategy/Activity**

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA’s budgeting, its LCAP, and school-level budgeting, if applicable.

*[This section meets the requirements for CSI, TSI, and ATSI.]*

*[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

## **Annual Review**

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

## Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

*[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]*

## Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

*From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.*

## Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

*[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*



# Appendix A: Plan Requirements

## Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

### Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
  - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
    1. The comprehensive needs assessment of the entire school shall:
      - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
      - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
        - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
        - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
        - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
        - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
        - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
  - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

### Requirements for the Plan

- II. The SPSA shall include the following:
  - A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
    - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
    - b. use methods and instructional strategies that:
      - i. strengthen the academic program in the school,
      - ii. increase the amount and quality of learning time, and
      - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
    - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
      - i. strategies to improve students' skills outside the academic subject areas;
      - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
      - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
      - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
      - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
  2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
  3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
  - 1. Ensure that those students' difficulties are identified on a timely basis; and
  - 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

# Appendix B:

## Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

### Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

### Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

## **Additional Targeted Support and Improvement**

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

## **Single School Districts and Charter Schools Identified for School Improvement**

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

## Appendix C: Select State and Federal Programs

**For a list of active programs, please see the following links:**

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

School Year: **2021-22**



# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Walnut Grove Elementary School	34674136033708	5/3/21	6/8/21

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# 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.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
American Indian	%	%	0%			0
African American	1.82%	4.14%	4.6%	3	7	8
Asian	%	%	0%			0
Filipino	3.03%	3.55%	2.87%	5	6	5
Hispanic/Latino	81.82%	80.47%	78.74%	135	136	137
Pacific Islander	1.21%	0.59%	0%	2	1	0
White	9.70%	10.06%	10.34%	16	17	18
Two or More Responses	0.61%	%	1.72%	1		3
Not Reported	1.82%	1.18%	1.72%	3	2	3
<b>Total Enrollment</b>				165	169	174

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	17-18	18-19	19-20
Kindergarten	31	26	36
Grade 1	28	26	18
Grade 2	24	30	22
Grade3	24	24	29
Grade 4	18	23	25
Grade 5	23	18	26
Grade 6	17	22	18
<b>Total Enrollment</b>	165	169	174

### Conclusions based on this data:

1. Enrollment at Walnut Grove School has been increasing over the last three years.
2. Be aware that Kinder numbers also include TK numbers.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
English Learners	94	76	71	57.0%	45.0%	40.8%
Fluent English Proficient (FEP)	25	37	43	15.2%	21.9%	24.7%
Reclassified Fluent English Proficient (RFEP)	13	19	15	10.7%	20.2%	19.7%

### Conclusions based on this data:

1. The number of English Learners has decreased over the last three years.
2. The number of Fluent English Proficient has increased over the last three years.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	19	24	24	19	24	24	19	24	24	100	100	100
Grade 4	21	18	25	21	18	25	21	18	25	100	100	100
Grade 5	18	23	21	16	22	21	16	22	21	88.9	95.7	100
Grade 6	17	17	24	17	17	22	17	17	22	100	100	91.7
All	75	82	94	73	81	92	73	81	92	97.3	98.8	97.9

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	2393.	2435.	2432.	15.79	20.83	20.83	15.79	29.17	29.17	31.58	29.17	25.00	36.84	20.83	25.00
Grade 4	2462.	2474.	2494.	14.29	16.67	32.00	28.57	38.89	32.00	28.57	22.22	8.00	28.57	22.22	28.00
Grade 5	2436.	2474.	2499.	6.25	9.09	9.52	6.25	31.82	42.86	37.50	27.27	38.10	50.00	31.82	9.52
Grade 6	2499.	2534.	2547.	0.00	11.76	18.18	35.29	47.06	45.45	47.06	17.65	18.18	17.65	23.53	18.18
All Grades	N/A	N/A	N/A	9.59	14.81	20.65	21.92	35.80	36.96	35.62	24.69	21.74	32.88	24.69	20.65

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	10.53	20.83	20.83	42.11	41.67	54.17	47.37	37.50	25.00
Grade 4	14.29	11.11	28.00	52.38	55.56	48.00	33.33	33.33	24.00
Grade 5	12.50	13.64	14.29	37.50	59.09	71.43	50.00	27.27	14.29
Grade 6	11.76	11.76	13.64	58.82	70.59	59.09	29.41	17.65	27.27
All Grades	12.33	14.81	19.57	47.95	55.56	57.61	39.73	29.63	22.83

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	21.05	29.17	33.33	42.11	54.17	45.83	36.84	16.67	20.83
Grade 4	9.52	22.22	20.00	71.43	61.11	56.00	19.05	16.67	24.00
Grade 5	6.25	9.09	23.81	43.75	45.45	52.38	50.00	45.45	23.81
Grade 6	5.88	23.53	31.82	64.71	52.94	63.64	29.41	23.53	4.55
All Grades	10.96	20.99	27.17	56.16	53.09	54.35	32.88	25.93	18.48

<b>Listening</b>									
<b>Demonstrating effective communication skills</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>
<b>Grade 3</b>	0.00	8.33	8.33	57.89	83.33	75.00	42.11	8.33	16.67
<b>Grade 4</b>	4.76	0.00	28.00	85.71	88.89	64.00	9.52	11.11	8.00
<b>Grade 5</b>	12.50	13.64	0.00	56.25	50.00	80.95	31.25	36.36	19.05
<b>Grade 6</b>	0.00	17.65	13.64	82.35	70.59	72.73	17.65	11.76	13.64
<b>All Grades</b>	4.11	9.88	13.04	71.23	72.84	72.83	24.66	17.28	14.13

<b>Research/Inquiry</b>									
<b>Investigating, analyzing, and presenting information</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>
<b>Grade 3</b>	31.58	29.17	25.00	47.37	50.00	58.33	21.05	20.83	16.67
<b>Grade 4</b>	28.57	33.33	32.00	47.62	50.00	64.00	23.81	16.67	4.00
<b>Grade 5</b>	12.50	13.64	19.05	37.50	63.64	61.90	50.00	22.73	19.05
<b>Grade 6</b>	11.76	41.18	45.45	58.82	41.18	45.45	29.41	17.65	9.09
<b>All Grades</b>	21.92	28.40	30.43	47.95	51.85	57.61	30.14	19.75	11.96

**Conclusions based on this data:**

1. See notes in Goal #4.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	19	24	24	19	23	23	19	23	23	100	95.8	95.8
Grade 4	21	18	25	21	18	25	21	18	25	100	100	100
Grade 5	18	23	21	16	23	21	16	23	21	88.9	100	100
Grade 6	17	17	24	17	17	23	17	17	23	100	100	95.8
All	75	82	94	73	81	92	73	81	92	97.3	98.8	97.9

\* The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	2406.	2449.	2419.	10.53	17.39	8.70	26.32	52.17	34.78	31.58	17.39	21.74	31.58	13.04	34.78
Grade 4	2469.	2455.	2505.	9.52	0.00	28.00	28.57	27.78	40.00	38.10	61.11	28.00	23.81	11.11	4.00
Grade 5	2478.	2459.	2504.	12.50	8.70	4.76	12.50	4.35	42.86	25.00	52.17	28.57	50.00	34.78	23.81
Grade 6	2485.	2516.	2557.	17.65	11.76	26.09	0.00	17.65	30.43	35.29	52.94	34.78	47.06	17.65	8.70
All Grades	N/A	N/A	N/A	12.33	9.88	17.39	17.81	25.93	36.96	32.88	44.44	28.26	36.99	19.75	17.39

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	10.53	39.13	21.74	47.37	43.48	34.78	42.11	17.39	43.48
Grade 4	28.57	5.56	44.00	33.33	61.11	44.00	38.10	33.33	12.00
Grade 5	12.50	13.04	28.57	31.25	34.78	38.10	56.25	52.17	33.33
Grade 6	17.65	5.88	39.13	29.41	58.82	26.09	52.94	35.29	34.78
All Grades	17.81	17.28	33.70	35.62	48.15	35.87	46.58	34.57	30.43

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	15.79	30.43	21.74	52.63	43.48	43.48	31.58	26.09	34.78
Grade 4	28.57	5.56	20.00	42.86	50.00	60.00	28.57	44.44	20.00
Grade 5	18.75	8.70	4.76	31.25	52.17	66.67	50.00	39.13	28.57
Grade 6	17.65	11.76	30.43	41.18	52.94	56.52	41.18	35.29	13.04
All Grades	20.55	14.81	19.57	42.47	49.38	56.52	36.99	35.80	23.91

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	10.53	30.43	21.74	57.89	60.87	56.52	31.58	8.70	21.74
Grade 4	14.29	5.56	48.00	57.14	61.11	36.00	28.57	33.33	16.00
Grade 5	6.25	8.70	4.76	62.50	52.17	61.90	31.25	39.13	33.33
Grade 6	11.76	5.88	26.09	47.06	64.71	56.52	41.18	29.41	17.39
All Grades	10.96	13.58	26.09	56.16	59.26	52.17	32.88	27.16	21.74

**Conclusions based on this data:**

1. See Notes in Goal #4.

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students								
Grade Level	Overall		Oral Language		Written Language		Number of Students Tested	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>Grade K</b>	1434.8	1390.0	1432.9	1404.7	1439.2	1355.2	17	14
<b>Grade 1</b>	1479.7	*	1478.5	*	1480.2	*	22	8
<b>Grade 2</b>	1493.1	*	1492.2	*	1493.1	*	17	9
<b>Grade 3</b>	1505.2	1490.2	1503.2	1479.6	1506.5	1500.2	11	13
<b>Grade 4</b>	*	*	*	*	*	*	*	10
<b>Grade 5</b>	*	*	*	*	*	*	*	4
<b>Grade 6</b>	*	*	*	*	*	*	*	7
<b>All Grades</b>							83	65

Overall Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	0.00	*	28.57	*	50.00	*	21.43	17	14
<b>1</b>	68.18	*	*	*	*	*		*	22	*
<b>2</b>	*	*	*	*		*	*	*	17	*
<b>3</b>		7.69	*	46.15	*	38.46		7.69	11	13
<b>4</b>	*	*	*	*		*		*	*	*
<b>5</b>	*	*	*	*		*		*	*	*
<b>6</b>	*	*	*	*		*		*	*	*
<b>All Grades</b>	42.17	6.15	43.37	43.08	*	40.00	*	10.77	83	65



Oral Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	7.14	*	28.57	*	42.86	*	21.43	17	14
<b>1</b>	81.82	*	*	*	*	*	*	*	22	*
<b>2</b>	70.59	*	*	*	*	*	*	*	17	*
<b>3</b>	*	7.69	*	69.23	*	15.38	*	7.69	11	13
<b>4</b>	*	*	*	*	*	*	*	*	*	*
<b>5</b>	*	*	*	*	*	*	*	*	*	*
<b>6</b>	*	*	*	*	*	*	*	*	*	*
<b>All Grades</b>	62.65	12.31	27.71	53.85	*	24.62	*	9.23	83	65

Written Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	0.00	*	0.00	*	78.57	*	21.43	17	14
<b>1</b>	59.09	*	*	*	*	*	*	*	22	*
<b>2</b>	*	*	*	*	*	*	*	*	17	*
<b>3</b>	*	7.69	*	23.08	*	69.23	*	0.00	11	13
<b>4</b>	*	*	*	*	*	*	*	*	*	*
<b>5</b>	*	*	*	*	*	*	*	*	*	*
<b>6</b>	*	*	*	*	*	*	*	*	*	*
<b>All Grades</b>	31.33	4.62	32.53	30.77	27.71	50.77	*	13.85	83	65

Listening Domain Percentage of Students by Domain Performance Level for All Students									
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students		
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	
<b>K</b>	*	14.29	*	64.29	*	21.43	17	14	
<b>1</b>	86.36	*	*	*	*	*	22	*	
<b>2</b>	64.71	*	*	*	*	*	17	*	
<b>3</b>	*	7.69	*	61.54	*	30.77	11	13	
<b>6</b>	*	*	*	*	*	*	*	*	
<b>All Grades</b>	53.01	18.46	42.17	64.62	*	16.92	83	65	

Speaking Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	7.14	64.71	71.43	*	21.43	17	14
<b>1</b>	68.18	*	*	*		*	22	*
<b>2</b>	88.24	*	*	*	*	*	17	*
<b>3</b>	*	23.08	*	69.23		7.69	11	13
<b>All Grades</b>	65.06	18.46	31.33	72.31	*	9.23	83	65

Reading Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	0.00	*	78.57	*	21.43	17	14
<b>1</b>	54.55	*	*	*	*	*	22	*
<b>2</b>	*	*	*	*	*	*	17	*
<b>3</b>		7.69	*	76.92	*	15.38	11	13
<b>5</b>	*	*	*	*	*	*	*	*
<b>All Grades</b>	30.12	9.23	51.81	64.62	18.07	26.15	83	65

Writing Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>K</b>	*	21.43	*	50.00	*	28.57	17	14
<b>1</b>	54.55	*	*	*		*	22	*
<b>2</b>	*	*	76.47	*		*	17	*
<b>3</b>	*	7.69	*	92.31		0.00	11	13
<b>All Grades</b>	44.58	10.77	54.22	80.00	*	9.23	83	65

**Conclusions based on this data:**

1. See Notes in Goal #4.

# School and Student Performance Data

## Student Population

This section provides information about the school's student population.

2018-19 Student Population			
<b>Total Enrollment</b>	<b>Socioeconomically Disadvantaged</b>	<b>English Learners</b>	<b>Foster Youth</b>
<b>169</b>	<b>82.2</b>	<b>45.0</b>	
This is the total number of students enrolled.	This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	This is the percent of students whose well-being is the responsibility of a court.

2018-19 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	76	45.0
Homeless	19	11.2
Socioeconomically Disadvantaged	139	82.2
Students with Disabilities	23	13.6

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	7	4.1
Filipino	6	3.6
Hispanic	136	80.5
Pacific Islander	1	0.6
White	17	10.1

### Conclusions based on this data:

1. A significant number of students are identified under homeless.

# School and Student Performance Data

## Overall Performance

### 2019 Fall Dashboard Overall Performance for All Students

#### Academic Performance

##### English Language Arts



Blue

##### Mathematics



Green

#### Academic Engagement

##### Chronic Absenteeism



Orange

#### Conditions & Climate

##### Suspension Rate



Blue

#### Conclusions based on this data:

1. Chronic Absenteeism needs to be addressed in the SPSA Goals.

# School and Student Performance Data

## Academic Performance English Language Arts

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group		
<p><b>All Students</b></p> <p>Blue</p> <p>10.2 points above standard</p> <p>Increased Significantly ++17 points 86</p>	<p><b>English Learners</b></p> <p>Green</p> <p>4.1 points above standard</p> <p>Increased ++14.3 points</p> <p>65</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>0 Students</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>9</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Green</p> <p>6.3 points above standard</p> <p>Increased Significantly ++22.9 points 77</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color</p> <p>22.3 points below standard</p> <p>Increased Significantly ++24.6 points 12</p>

**2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity**

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3	 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2
Hispanic	Two or More Races	Pacific Islander	White
 Blue 12.5 points above standard Increased Significantly ++21.7 points 74	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 No Performance Color 0 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

**2019 Fall Dashboard English Language Arts Data Comparisons for English Learners**

Current English Learner	Reclassified English Learners	English Only
47.4 points below standard Increased Significantly ++25.2 points 32	54.1 points above standard Increased ++8.2 points 33	29 points above standard Increased Significantly ++25 points 20

**Conclusions based on this data:**

- All groups made adequate progress in the 2019 ELA Dashboard.
- Reclassified students are performing higher in ELA than ELs or EOs.

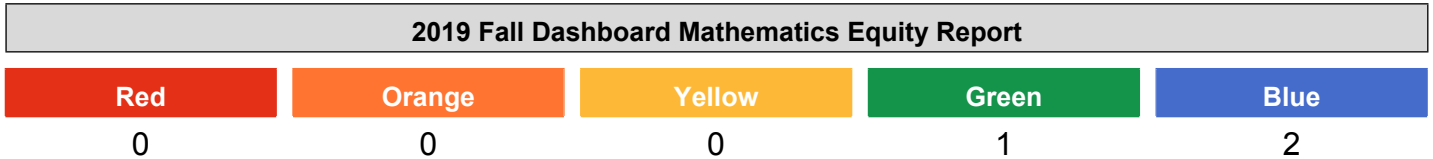
# School and Student Performance Data

## Academic Performance Mathematics






The performance levels are color-coded and range from lowest-to-highest performance in the following order:








This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group		
<p><b>All Students</b></p>  <p>Green</p> <p>1.4 points below standard</p> <p>Increased Significantly ++26.8 points 85</p>	<p><b>English Learners</b></p>  <p>Blue</p> <p>0.8 points above standard</p> <p>Increased Significantly ++24.4 points 65</p>	<p><b>Foster Youth</b></p>
<p><b>Homeless</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>9</p>	<p><b>Socioeconomically Disadvantaged</b></p>  <p>Green</p> <p>6.5 points below standard</p> <p>Increased Significantly ++27.4 points 76</p>	<p><b>Students with Disabilities</b></p>  <p>No Performance Color</p> <p>0.9 points below standard</p> <p>Increased Significantly ++75 points 12</p>

### 2019 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3			 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2
Hispanic	Two or More Races	Pacific Islander	White
 Blue 1.9 points above standard Increased Significantly ++30.2 points 73	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2		 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically 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.

### 2019 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
42.2 points below standard Increased Significantly ++26.1 points 32	42.5 points above standard Increased Significantly ++25.9 points 33	12.2 points below standard Increased Significantly ++27.6 points 19

**Conclusions based on this data:**

1. Reclassified students are performing higher in math than ELs or EOs.

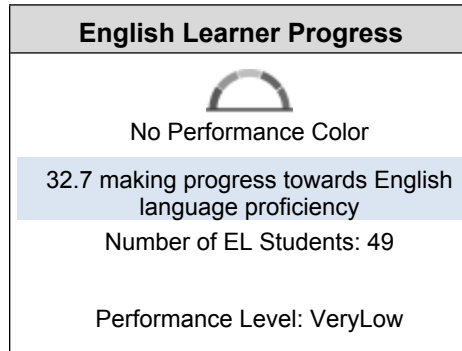


# School and Student Performance Data

## Academic Performance English Learner Progress

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2019 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2019 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
28.5	38.7		32.6

#### Conclusions based on this data:

1. See Notes in Goal #4.

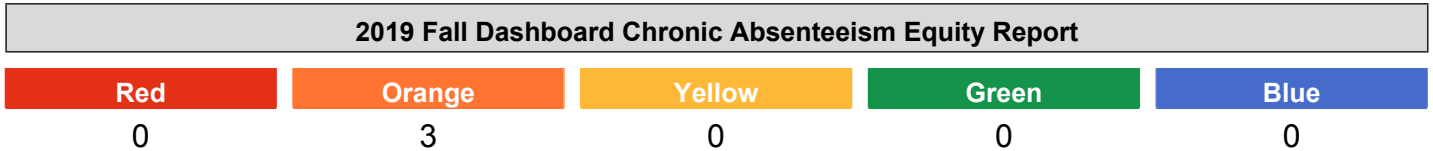
# School and Student Performance Data

## Academic Engagement Chronic Absenteeism







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2019 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
<p><b>All Students</b></p>  Orange 10.2 Increased +1.5 187	<p><b>English Learners</b></p>  Orange 10 Increased +4.7 90	<p><b>Foster Youth</b></p>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0
<p><b>Homeless</b></p>  No Performance Color 10 Increased +2.9 20	<p><b>Socioeconomically Disadvantaged</b></p>  Orange 10.6 Increased +1.2 160	<p><b>Students with Disabilities</b></p>  No Performance Color 11.1 Maintained -0.4 27

**2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**

African American	American Indian	Asian	Filipino
 No Performance Color 9.1 11	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 6
Hispanic	Two or More Races	Pacific Islander	White
 Orange 10.3 Increased +2.4 146	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color 10.5 Declined -6.1 19

**Conclusions based on this data:**

- The Chronic Absentee rate increased in all sub groups.

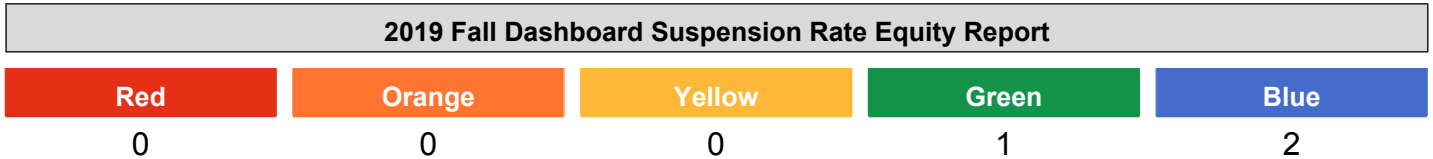
# School and Student Performance Data

## Conditions & Climate Suspension Rate






The performance levels are color-coded and range from lowest-to-highest performance in the following order:








This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group		
All Students	English Learners	Foster Youth
 Blue 0.5 Declined -0.6 195	 Blue 0 Declined -1.1 91	
Homeless	Socioeconomically Disadvantaged	Students with Disabilities
 No Performance Color 0 Maintained 0 21	 Green 0.6 Declined -0.7 167	 No Performance Color 3.6 Increased +3.6 28

**2019 Fall Dashboard Suspension Rate by Race/Ethnicity**

African American	American Indian	Asian	Filipino
 No Performance Color 9.1 11			 No Performance Color Less than 11 Students - Data 6
Hispanic	Two or More Races	Pacific Islander	White
 Blue 0 Declined -0.7 151	 No Performance Color Less than 11 Students - Data 6		 No Performance Color 0 Maintained 0 21

This section provides a view of the percentage of students who were suspended.

**2019 Fall Dashboard Suspension Rate by Year**

2017	2018	2019
	1.1	0.5

**Conclusions based on this data:**

- 1.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

LCAP Priority 1 - Basic Services

## LEA/LCAP Goal

Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction (RDUSD LCAP Goal #3)

## Goal 1

Priority 1: Basic Services

## 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 is completed by custodian and district M/O staff using the work order system. (Monitor "School Dude" tickets for completion)

Regular Safety Walk Throughs occur with custodian, admin, Safety Committee to identify any areas of need.

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.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

## Maintain Facility Needs/Safety

### 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, using the "School Dude" web based program.
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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1,500.00	Discretionary 4000-4999: Books And Supplies Replace Classroom Furniture as Needed
500.00	Discretionary 4000-4999: Books And Supplies School Beautification/Repair

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

Provide for all Curricular Needs

### 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

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)



# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

LCAP Priority 2 - Implementation of State Standards Goal

## LEA/LCAP Goal

Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12. (RDUSD LCAP Goal #2)

## Goal 2

Priority 2: Implementation of State Standards

## 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 2021-2022 school year.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

Provide Professional Development for Teaching Staff

**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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

**Amount(s)**

300.00

**Source(s)**

Lottery: Unrestricted  
 4000-4999: Books And Supplies  
 Supplies/Materials for Staff  
 Trainings/Professional Development

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

Provide Access to Supplemental/Ancillary Materials

**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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

1000.00

ESSA-Title I, Part A, Basic Grants Low Income and Neglected  
4000-4999: Books And Supplies  
Supplemental Materials

1000.00

Site Supplemental & Concentration  
4000-4999: Books And Supplies  
Supplemental Materials

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Leverage Technology as a Tool to Access Standards /Core Program

Task:

1. Technology needs 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- We are close to 1:1 CBs but will need additional carts to split them between classes.
3. Each classroom will have one (1) working laptop teacher computer or ipad unless the teacher opts to use their personal device instead.
4. Purchase 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. Continue to provide training for parents on how to access Google Classroom or other Distance Learning platforms
9. Teachers will have the opportunity to either attend an outside or internal training on the SMART Learning Suite for the Smart Boards.
10. Continue moving toward having a working/maintained Smart Board in each classroom with updated SMART Suite software.

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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
2,000.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 4000-4999: Books And Supplies Technology Replacement/Repair Costs (Student Devices)
1000.00	Site Supplemental & Concentration 5800: Professional/Consulting Services And Operating Expenditures Technology Replacement/Repair Costs

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

LCAP Priority 3 - Parent Involvement

## LEA/LCAP Goal

Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement. (RDUSD LCAP Goal #4)

## Goal 3

Priority 3: Parent Involvement

## 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 (2020-21- On campus parent involvement was limited due to COVID requirements)

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 and feel welcome anytime they are on campus.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students/Families

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 3rd-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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500.00

Source(s)

Lottery: Unrestricted

	4000-4999: Books And Supplies Postage
7,730.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 2000-2999: Classified Personnel Salaries Translation/Parent Liaison Services 1 hour/day

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students/Families

**Strategy/Activity**

Hold Grade Level Parent Trainings

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. (Google Classroom, 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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
100.00	Discretionary 4000-4999: Books And Supplies Supplies for Parent Trainings

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students/Families

#### Strategy/Activity

Encourage Participation in Parent Volunteer Work Days

##### 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, such as seasonal garden maintenance.

##### Measures:

Sign-in sheets  
Receipts/Purchase orders

##### People Assigned:

PTA/ELAC  
Teachers  
Principal

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

100.00

Source(s)

Lottery: Unrestricted  
5800: Professional/Consulting Services And  
Operating Expenditures  
TB Tests

100.00

Lottery: Unrestricted  
4000-4999: Books And Supplies  
Saturday workday supplies and materials

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

EL Students and their Families



## Strategy/Activity

### Complete all ELAC Responsibilities

#### 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.
10. Send parent/staff team to local CAFE leadership conference or state CAFE conference.

#### Measures:

Agendas Sign-ins  
Site Council Minutes  
ELAC Minutes

#### People Assigned:

ELAC Advisor  
ELD teacher  
Principal  
ELAC Officers/Membership

## Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### Amount(s)

200.00

### Source(s)

Discretionary  
4000-4999: Books And Supplies  
Supplies for ELAC meetings/Trainings

200.00

Discretionary  
2000-2999: Classified Personnel Salaries  
Child Care for ELAC Meetings

600.00	Site Supplemental & Concentration 5000-5999: Services And Other Operating Expenditures Registration for CABE Conference
100.00	Site Supplemental & Concentration 5800: Professional/Consulting Services And Operating Expenditures Mileage for CABE Conference

## Strategy/Activity 5

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students/Families

### Strategy/Activity

Refine and Increase Parent Involvement Opportunities

#### 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)
17. Provide child care for parent training events as needed.
18. Send a minimum of 1 parent from our site to the annual Title 1 conference or equivalent training or bring a guest speaker to the site to train a group of parents.
19. Provide professional development opportunities for staff on increasing parent involvement and engagement at school.

**Measures:**

Master Calendar will illustrate activities that allow for parental involvement  
Sign-in sheets from events

**People Assigned:**

Teachers/Staff  
Principal  
PTA/ELAC  
Parents  
First Five Staff

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
250.00	Lottery: Unrestricted 4000-4999: Books And Supplies Supplies for parent meetings
500.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 5800: Professional/Consulting Services And Operating Expenditures Registration for Title 1 Conference or other Similar Training

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

LCAP Priority 4 - Student Achievement

## LEA/LCAP Goal

Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready (RDUSD LCAP Goal #1)

## Goal 4

Priority 4: Student Achievement

## 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 2021-22 SBAC Assessment, sixty percent (60%) of our students will achieve Standards Met or Exceeded in ELA and fifty-seven percent (57%) of our students will achieve Standards Met or Exceeded in Math.

#3 For the 2021-22 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 2021-22 Summative ELPAC, increase the number of EL students moving up at least one ELPI level to 55%.

#6 For the 2021-22 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 2021-22 school year. (The previous goals are being carried into the 2021-22 school year since no new SBAC data is available due to the COVID school closures.)

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". (The previous goals are being carried into the 2021-22 school year since no new SBAC data is available due to the COVID school closures.)

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 6.

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 2021-22 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

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

Provide Instruction at Student Levels

Task:

1. 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 (Universal Testing in 4th Grade)  
RTI curricular assessments  
Classroom walkthroughs/observations

People Assigned:  
ELD Teacher  
RSP Teacher  
Teachers/Staff  
Principal

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

100.00

Discretionary  
4000-4999: Books And Supplies  
Materials/Supplies

### Strategy/Activity 2

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Implement ELA/Math Standards

##### 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
5444.00	Lottery: Unrestricted 5800: Professional/Consulting Services And Operating Expenditures Supplemental Materials/Supplies/Leases
1000.00	Lottery: Unrestricted 4000-4999: Books And Supplies Materials and Supplies
1565.00	Discretionary 5800: Professional/Consulting Services And Operating Expenditures Supplemental Materials/Supplies/Leases

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Provide Ongoing Assessment and Monitoring

##### 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. Staff will administer entry level assessments for kinder students (STAR Early Lit, ELPAC Initial, MAP).
4. Staff will 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. 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
525.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries Subs for Quarterly Monitoring Conferences
200.00	Discretionary 4000-4999: Books And Supplies Medals for Student Achievement

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Increase Grade Level/School Wide Collaboration

##### 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 two team walkthroughs
4. Hold end of the year cross grade level collaboration meetings.
5. Staff to each chose one AVID lunch 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

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

1000.00

ESSA-Title I, Part A, Basic Grants Low Income and Neglected  
1000-1999: Certificated Personnel Salaries  
Subs for Instructional Rounds

### Strategy/Activity 5

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Continue Academic Language Campaign

##### 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

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

## Strategy/Activity 6

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

Continue Reading Campaign

#### 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 Month Long Full Day Summer STREAM Program (Solely Funded by outside donations from community partners) First half of program to focus on reading and math. Second half of program to include swimming lessons (community funded). Students to be targeted first for this camp are those students who are 1.5 years or more below grade level.

#### Measures:

Ren Learn data (A/R goal and STAR Reading Level)

Teacher lesson plans

#### People Assigned:

Teachers/Staff

Principal

PTA

## Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

## Strategy/Activity 7

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Language Learners

### Strategy/Activity

Continue to Support English Language Learner Program

#### 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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
400.00	Site Supplemental & Concentration 4000-4999: Books And Supplies Supplemental Materials (EL Focus)
500.00	Site Supplemental & Concentration 4000-4999: Books And Supplies Supplies for GLAD
100.00	Site Supplemental & Concentration 4000-4999: Books And Supplies Reclassified Student Celebration Supplies

**Strategy/Activity 8**

## Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

## Strategy/Activity

Expand Social Studies and Science Opportunities

### 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)
11. School wide science fair to be held in spring
12. 4th-6th grade field trip to California Indian Museum and Capital/Sutter's Fort (Donor funded)

### Measures:

Lesson Plans

Classroom walkthroughs/Observations

### People Assigned:

Teachers/Staff

Principal

## Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### Amount(s)

1,000.00

### Source(s)

ESSA-Title I, Part A, Basic Grants Low Income and Neglected  
5800: Professional/Consulting Services And Operating Expenditures  
Educational Presentations/Experiences on site

300.00

Discretionary  
4000-4999: Books And Supplies  
Science Supplies/Materials

1000.00

ESSA-Title I, Part A, Basic Grants Low Income and Neglected

	5000-5999: Services And Other Operating Expenditures Transportation for Educational Field Trips
1000.00	Site Supplemental & Concentration 5800: Professional/Consulting Services And Operating Expenditures Transportation for Educational Field Trips

**Strategy/Activity 9**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

Focus on Physical Fitness and Health

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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Lottery: Unrestricted 4000-4999: Books And Supplies PE Equipment

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

LCAP Priority 5 - Pupil Engagement

## LEA/LCAP Goal

Foster a school and district culture that ensures academic/social and emotional well-being for all students (RDUSD LCAP Goal #5)

## Goal 5

Priority 5: Pupil Engagement

## Identified Need

Goal Statement:

- Walnut Grove School will provide an enriched and accelerated curriculum which includes programs, activities, and courses necessary to provide a well-rounded education.
- 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.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

## Strategy/Activity

### Increasing Student Attendance

#### 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. Saturday Academy to be held 10 times each year for attendance recovery purposes. (ADA)

#### 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1,000.00

Source(s)

Site Supplemental & Concentration  
4000-4999: Books And Supplies  
Incentives for GoodAttendance/No Tardies

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

Increase Positive Student Participation/Engagement

#### 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.
10. Implement Buddy Bench program with new bench and read aloud for each classroom.

#### Measures:

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

#### People Assigned:

Teachers/Staff  
Principal

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

100.00

Lottery: Unrestricted  
4000-4999: Books And Supplies  
Materials/Supplies for Leadership

135.00

Discretionary



	4000-4999: Books And Supplies Materials/Supplies for Buddy Program
600.00	Discretionary 5800: Professional/Consulting Services And Operating Expenditures 6th Grade Celebration Field Trip or on site activity
250.00	Lottery: Unrestricted 4000-4999: Books And Supplies Supplies/Materials for K/6th Grade Promotion

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Promote a College Going Environment

##### 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. (Seeking donations for college shirts)
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.
11. The school will hold a college and career day and/or guest speakers throughout the year
12. Provide opportunities for students to visit local colleges/participate in Sac State "Making it Happen" or similar program at other local colleges.

##### Measures:

Student attendance/participation in College/Career events.

##### People Assigned:

Teachers/Staff  
Principal

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
250.00	Lottery: Unrestricted 5800: Professional/Consulting Services And Operating Expenditures Transportation Cost for CMS Visit for 6th Grade
750.00	Site Supplemental & Concentration 5000-5999: Services And Other Operating Expenditures Field Trips to Colleges

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Ensure Visual and Performing Arts Opportunities

##### 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.
9. Implement new art docent program using Arts Attack curriculum. All students to receive at least 24 art lessons/year. (3 Fridays/month for a total of 24 days) Each class to rotate through.
10. Create a flier recruiting parent volunteers to support the art docent
11. Hold an annual art exhibit with student work created through the Arts Attack art docent program.

##### Measures:

Lesson Plans

Daily Schedule

##### People Assigned:

Teachers/Staff

Principal

Music Teacher

Parents  
PTA  
Art Docent

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
650.00	Lottery: Unrestricted 4000-4999: Books And Supplies Music Supplies and Repairs
500.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 5000-5999: Services And Other Operating Expenditures Transportation to VAPA Field Trip or Assembly
4080.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries Art Docent- Certificated Staff

### Strategy/Activity 5

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students Interested

#### Strategy/Activity

Implement Pathway to the Seal of Biliteracy Program

#### Task:

1. Begin a Spanish 1 class after school for 45 minutes- 3x's/week for 25 weeks (1st-6th grade)
2. Begin a native speakers book club for Spanish speakers after school for 45 minutes- 3x's/week for 25 weeks (4th-6th grade)
3. Create interest/registration fliers for this new program

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
4480.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected

1000-1999: Certificated Personnel Salaries  
Spanish Teacher Salary

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

LCAP Priority 6 - School Climate

## LEA/LCAP Goal

Foster a school and district culture that ensures academic/social and emotional well-being for all students (RDUSD LCAP Goal #5)

## Goal 6

Priority 6: School Climate

## 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.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

Focus on Social Emotional Learning

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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500.00

Source(s)

Site Supplemental & Concentration  
4000-4999: Books And Supplies  
Prizes for Monthly Assembly Purple Ticket  
Drawing

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

Promote Positive Student Behavior

**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. For more intense needs, a referral to ACCESS Mental Health or another outside agency will be completed.
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 continued 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.
  17. Update PBIS Behavior Matrix

**Measures:**

Student discipline data from Aeries  
Counseling schedule/calendar

**People Assigned:**

Teacher/Staff  
District  
Counselor  
Principal

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

500.00

Lottery: Unrestricted  
4000-4999: Books And Supplies  
Supplies/Materials for Calm Corners

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Focus on School Safety

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  
Custodian  
Site Safety Team

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

12000.00

Source(s)

Discretionary  
2000-2999: Classified Personnel Salaries  
3 yard duties (1 hour each)

**Strategy/Activity 4**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Include Community Based Programs to Support Student Success

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.
15. Maintain a current brochure/booklet marketing the school for outreach purposes and to support the goal of increasing enrollment in all of our RDUSD schools.

**Measures:**

Rio Vista Care Referrals  
 Sign-ins from community events Mini-Corp Schedule

**People Assigned:**

Teachers/Staff Principal Rotary  
 ELAC PTA

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Lottery: Unrestricted 5800: Professional/Consulting Services And Operating Expenditures Marketing Materials (Print Cost)

**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

Continue School Wide AVID Elementary Schoo (Advancement Via Individual Determination) I

**Task:**

1. Begin Year 6 of implementation of School Wide AVID/Maintain Avid Membership, coaching, and PD included in annual subscription.
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 3rd-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 AVID lunch/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**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
800.00	Lottery: Unrestricted 4000-4999: Books And Supplies Quarterly AVID Working Lunch
3125.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 5800: Professional/Consulting Services And Operating Expenditures AVID Annual Membership



# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

LCAP Priority 4- Student Achievement

## LEA/LCAP Goal

Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready. (RDUSD LCAP Goal #1)

## Goal 7

Priority 4: Student Achievement

## Identified Need

Goal Statement:

Walnut Grove School will provide multiple avenues to support students academic achievement and remediate any learning loss that has resulted from the extended COVID-19 school closures/distance learning

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

Monthly check-ins with teachers about participation/lack of participation and attendance of students

A/R Quarterly Goals

STAR Reading Assessment (1st-6th grade)

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

During the year long school closure and distance learning time, students participated at varying levels due to unforeseen circumstances from supervision at home, unstable internet, increased social/emotional stressors, and more. Even with the district providing Chromebooks and hotspots to families, students were often kicked out of Zoom classes due to poor internet connections.

What we could see in the A/R Quarterly goals is that 1/3 of the students who would normally meet their goal made their goal while learning from home. This represents a huge decrease in reading participation across grade levels.

An analysis of the STAR Reading Assessments in grades 1st-6th grade showed an alarming lack of progress among many students, even several falling farther below their previous end of year scores, while being at home during the year long COVID crisis.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

## All Students

### Strategy/Activity

#### Provide Instruction at Varying Student Levels

##### 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 have the opportunity to attend after school academies with a certificated teacher. (2 hours/week per teacher for 23 weeks)
4. Students will have intervention opportunities with the ELD/RTI teacher during the school day (push in/pull out) as needed.
5. School will hold Saturday Academies to increase instructional time and remediate learning loss. (4 hours/Saturday x 10 Saturdays) Saturday Academy may also be used for attendance recovery.
6. Month long summer STREAM program to be held in July, enrollment priority given to students who are more than one year below grade level. (Donor funded)

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
5338.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries After School Academy- 2 hours/week for 23 weeks x 10 teachers
1000.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries Saturday Academy Teacher Pay
2000.00	Site Supplemental & Concentration 1000-1999: Certificated Personnel Salaries Saturday Academy Teacher Pay
3856.00	Site Supplemental & Concentration 1000-1999: Certificated Personnel Salaries After School Academy- 2 hours/week for 23 weeks x 10 teachers
25,052.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students as Identified Needing Additional Support

### Strategy/Activity

Provide Response to Intervention

#### 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

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
525.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries Subs for SSTs
1500.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 5800: Professional/Consulting Services And Operating Expenditures Tier 3 RTI Intervention Programs

# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## 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	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$101,805.00

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	\$60,355.00

Subtotal of additional federal funds included for this school: \$60,355.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
Discretionary	\$17,400.00
Lottery: Unrestricted	\$11,244.00
Site Supplemental & Concentration	\$12,806.00

Subtotal of state or local funds included for this school: \$41,450.00

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



# Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

## Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
----------------	--------	---------

## Expenditures by Funding Source

Funding Source	Amount
Discretionary	17,400.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	60,355.00
Lottery: Unrestricted	11,244.00
Site Supplemental & Concentration	12,806.00

## Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	47,856.00
2000-2999: Classified Personnel Salaries	19,930.00
4000-4999: Books And Supplies	14,485.00
5000-5999: Services And Other Operating Expenditures	2,850.00
5800: Professional/Consulting Services And Operating Expenditures	16,684.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
2000-2999: Classified Personnel Salaries	Discretionary	12,200.00
4000-4999: Books And Supplies	Discretionary	3,035.00
5800: Professional/Consulting Services And Operating Expenditures	Discretionary	2,165.00
1000-1999: Certificated Personnel Salaries	ESSA-Title I, Part A, Basic Grants Low Income and Neglected	42,000.00

2000-2999: Classified Personnel Salaries	ESSA-Title I, Part A, Basic Grants Low Income and Neglected	7,730.00
4000-4999: Books And Supplies	ESSA-Title I, Part A, Basic Grants Low Income and Neglected	3,000.00
5000-5999: Services And Other Operating Expenditures	ESSA-Title I, Part A, Basic Grants Low Income and Neglected	1,500.00
5800: Professional/Consulting Services And Operating Expenditures	ESSA-Title I, Part A, Basic Grants Low Income and Neglected	6,125.00
4000-4999: Books And Supplies	Lottery: Unrestricted	4,950.00
5800: Professional/Consulting Services And Operating Expenditures	Lottery: Unrestricted	6,294.00
1000-1999: Certificated Personnel Salaries	Site Supplemental & Concentration	5,856.00
4000-4999: Books And Supplies	Site Supplemental & Concentration	3,500.00
5000-5999: Services And Other Operating Expenditures	Site Supplemental & Concentration	1,350.00
5800: Professional/Consulting Services And Operating Expenditures	Site Supplemental & Concentration	2,100.00

## Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	2,000.00
Goal 2	5,300.00
Goal 3	10,380.00
Goal 4	14,634.00
Goal 5	12,795.00
Goal 6	17,425.00
Goal 7	39,271.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 2 Classroom Teachers
- 1 Other School Staff
- 4 Parent or Community Members

Name of Members	Role
Carrie Norris	Principal
Jennifer Stone	Parent or Community Member
Jennifer Bergeron	Parent or Community Member
Melissa Maciel	Classroom Teacher
Elise Wootton	Classroom Teacher
Maria Rivera Garcia	Parent or Community Member
Esmeralda Rios Sanchez	Parent or Community Member
Maria Larios	Other School Staff

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.



# 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:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:



Signature	Committee or Advisory Group Name
	English Learner Advisory Committee
	Other: PTA

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.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on 5/3/21.

Attested:

	Principal, Carrie Norris on 5/3/21
	SSC Chairperson, Maria Rivera Garcia on 5/3/21

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.12

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

**SUBJECT:**

Request to Approve the 2021-2022 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 seven years.

**STATUS:**

The 2020-2021 contract was \$240,000. The 2021-2022 contract is not to exceed \$240,000.

**PRESENTER:** Tom Anderson, Director of Special Education

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** Not to exceed \$240,000 paid by Special Education funds.

**RECOMMENDATION:**

That the Board approves the 2021-2022 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*

**2021-2022**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2021-2022

       Nonpublic School

  X   Nonpublic Agency

**Type of Contract:**

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

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

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

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

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2021-2022

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, 2021, 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, 2021 to June 30, 2022 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 (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

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

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of 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 31<sup>st</sup> 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  1<sup>st</sup>  day of July 2021 and terminates at 5:00 P.M. on June 30, 2022, 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: \_\_\_\_\_  
Tom Anderson, Director of Special Education  
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



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**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2021-2022 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
<b>Language and Speech Therapy</b>	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	
<b>Occupational Therapy</b>	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	
<b>Physical Therapy</b>	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	
<b>Behavior Intervention Services</b>	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
<b>Other:</b>	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 8, 2021

Attachments:  X

From: Tom Anderson, Director of Special Education

Item Number: 10.13

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

**SUBJECT:**

Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2021-2022 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 2020-2021 contract was \$100,000. The 2021-2022 contract is not to exceed \$100,000.

**PRESENTER:** Tom Anderson, Director of Special Education

**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) for the 2021-2022 school year at a cost not to exceed \$100,000.

Time allocated: 2 minutes

**SACRAMENTO COUNTY SELPA**

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2021-2022**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2021-2022

Nonpublic School  
 Nonpublic Agency

**Type of Contract:**

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

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

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

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

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2021-2022

CONTRACT NUMBER:

LEA: River Delta Unified School District

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest Education

**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, 2021, 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, 2021 to June 30, 2022 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, 2022. In the event a subsequent Master Contract is not renegotiated by June 30, 2022, 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 (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

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

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of 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 31<sup>st</sup> 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 1<sup>st</sup> day of July 2021 and terminates at 5:00 P.M. on June 30, 2022, 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

\_\_\_\_\_  
Tom Anderson, Director of Special Education  
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 – 2021-2022 CONTRACT YEAR**

**CONTRACTOR** Point Quest Education **CONTRACTOR NUMBER** 2021-2022  
**(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>\$195.00</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>\$50.00</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>\$112.00</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>\$112.00</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 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.14

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

**SUBJECT:**

Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional Assistants) for the 2021-2022 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 2020-2021 contract was \$90,000 for two full time 1:1 Instructional Assistants. The 2021-2022 contract is not to exceed \$90,000 for two 1:1 Instructional Assistants and 1 Instructional Assistant who provides additional academic support.

**PRESENTER:** Tom Anderson, Director of Special Education

**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 2021-2022 school year at a cost not to exceed \$90,000.

Time allocated: 2 minutes

**SACRAMENTO COUNTY SELPA**

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2021-2022**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2021-2022

           Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

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

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

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

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

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2021-2022

CONTRACT NUMBER:

LEA: River Delta Unified School District

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2021, between the River Delta Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Point Quest (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total

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

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 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, 2022. In the event a subsequent Master Contract is not renegotiated by June 30, 2022, 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 (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

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

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of 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 31<sup>st</sup> 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 1<sup>st</sup> day of July 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

**CONTRACTOR**

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

By:

\_\_\_\_\_  
Signature Date

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

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Email\*  
(\*Required)

**LEA**

River Delta Unified School District

By:

\_\_\_\_\_  
Signature Date

By:

\_\_\_\_\_  
Tom Anderson, Director of Special Education  
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

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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 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.15

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

**SUBJECT:**

Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Kadiant LLC) for the 2021-2022 School Year at a cost not to exceed \$45,000.

**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 2020-2021 contract was \$90,000 for 2 full year students. The 2021-2022 contract is not to exceed \$45,000 for 1 full year student.

**PRESENTER:** Tom Anderson, Director of Special Education

**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 General Agreement for Nonpublic, Nonsectarian School/Agency (Kadiant LLC) for the 2021-2022 school year at a cost not to exceed \$45,000.

Time allocated: 2 minutes

**SACRAMENTO COUNTY SELPA**

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2021-2022**



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2021-2022

Nonpublic School

Nonpublic Agency

**Type of Contract:**

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

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

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

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

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2021-2022

CONTRACT NUMBER:

LEA: River Delta Unified School District

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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, 2021, 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, 2021 to June 30, 2022 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 (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

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

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of 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 31<sup>st</sup> 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 1<sup>st</sup> day of July 2021 and terminates at 5:00 P.M. on June 30, 2022, 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: \_\_\_\_\_  
Tom Anderson, 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

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**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2021-2022 CONTRACT YEAR**

**CONTRACTOR** Kadiant LLC- Land **CONTRACTOR NUMBER** 2021-2022  
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 \$45,000  
 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>
Basic Education Program/Dual Enrollment	_____	_____

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

**B. Related Services**

(1) a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	_____	_____
b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	<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 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.16

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

**SUBJECT:**

Request to Approve the 2021-2022 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 four years.

**STATUS:**

The 2020-2021 contract was \$5,000. The 2021-2022 contract is not to exceed \$5,000.

**PRESENTER:** Tom Anderson, Director of Special Education

**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 2021-2022 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:    minutes

**SACRAMENTO COUNTY SELPA**

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2021-2022**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2021-2022

         Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

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

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

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

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

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2021-2022

CONTRACT NUMBER:

LEA: River Delta Unified School District

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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, 2021, 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, 2021 to June 30, 2022 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 (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

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

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of 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 31<sup>st</sup> 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  1<sup>st</sup>  day of July 2021 and terminates at 5:00 P.M. on June 30, 2022, 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:

\_\_\_\_\_  
Tom Anderson, Director of Special Education  
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



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**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2021-2022 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
<b>Language and Speech Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Occupational Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Physical Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Behavior Intervention Services</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	<b>DIRECT STUDENT AIDE</b> 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	<b>SUPERVISING CONSULTANT:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
<b>Other: Deaf and Hard of Hearing Services</b>		
	<u>Deaf and Hard of Hearing Services</u>	\$120 per hour
	Speech & Language Therapy	\$120 per hour
	Deaf/hard of Hearing Mainstream Support/Consultative Services	\$150 per hour
	Audiology Evaluation	\$120 per hour
	Audiology Consultation	0.54 per mile
	Mileage	\$2.00 per min
Travel Time		

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.17

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

**SUBJECT:**

Request to approve the 2021-2022 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 three years.

**STATUS:**

The 2020-2021 contract was \$10,000. The 2021-2022 contract is not to exceed \$10,000.

**PRESENTER:** Tom Anderson, Director of Special Education

**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 2021-2022 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*

**2021-2022**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2021-2022

       Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

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

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

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

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

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2021-2022

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, 2021, 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, 2021 to June 30, 2022 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 (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

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

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of 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 31<sup>st</sup> 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  1<sup>st</sup>  day of July 2021 and terminates at 5:00 P.M. on June 30, 2022, 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:

\_\_\_\_\_  
Tom Anderson, Director of Special Education  
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 – 2021-2022 CONTRACT YEAR**

CONTRACTOR Jabbergym 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
<b>Language and Speech Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Occupational Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Physical Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	Evaluations are \$425 per the first 3 hours and \$110 for each hour thereafter.
<b>Behavior Intervention Services</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	<b>DIRECT STUDENT AIDE</b> 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	<b>SUPERVISING CONSULTANT:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem



<b>Other:</b>		\$ _____ 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 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.18

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

**SUBJECT:**

Request to Approve the Professional Expert Agreement with Jeff Simpson to Provide Speech Therapy Services at a cost not to exceed \$40,000 for the 2021-2022 School Year.

**BACKGROUND:**

Jeff Simpson has provided speech therapy services and assessments for our district students for the past 20 years.

**STATUS:**

Jeff Simpson will provide speech therapy services and assessments for our district students for the 2021-2022 school year. The 2020-2021 contract was \$40,000. The 2021-2022 contract is not to exceed \$40,000.

**PRESENTER:** Tom Anderson, Director of Special Education

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** Not to exceed \$40,000 paid by Special Education funds.

**RECOMMENDATION:**

That the Board approve the Professional Expert Agreement with Jeff Simpson to provide speech therapy services at a cost not to exceed \$40,000 for the 2021-2022 school year.

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 Jeff Simpson for the services performed from: July 1, 2021 to: June 30, 2022.

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

Amount to be paid:

Budget # 6500 \$ 40,000

Budget # \_\_\_\_\_ \$ \_\_\_\_\_

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

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

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

Requested by: \_\_\_\_\_ / \_\_\_\_\_  
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 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Vina Guzman, Interim Chief Business Officer

Item Number: 10.19

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

**SUBJECT:**

Request to Approve the Allowance of Attendance and Loss of Instructional Minutes Because of Emergency Conditions

**BACKGROUND:**

California Department of Education (CDE) Form J-13A is used to obtain approval of attendance and instructional time credit when one or more schools are closed due to conditions described in Education Sections 41422, 46200, 46391 and 46392. On January 27-28, 2021, all schools and facilities in River Delta USD were closed due to a power outage which included the loss of internet service. As a result of the power outage, distance learning was not accessible to staff or students on these two days. The District is requesting the two school closure days be disregarded in the computation of required instructional time without applicable penalty; and obtain credit for instructional days and the instructional minutes that would have been regularly offered on those days

**STATUS:**

The District prepared Form J-13 Request for Allowance of Attendance Due to Emergency Conditions. After this form is approved by the Board of Trustees it will be sent to Sacramento County Office of Education for their approval and then sent to the California Department of Education.

**PRESENTER:**

Vina Guzman, Interim Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT: N/A**

**COST AND FUNDING SOURCES: N/A**

**RECOMMENDATION:**

That the Board approves Form J-13, Request for Allowance of Attendance Due to Emergency Conditions.

Time allocated: 5 minutes

CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
 FORM J-13A, REVISED DECEMBER 2017

**SECTION A: REQUEST INFORMATION**

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> for information regarding the completion of this form.

**PART I: LOCAL EDUCATIONAL AGENCY (LEA)**

LEA NAME: <b>River Delta Joint Unified School District</b>		COUNTY CODE: <b>34</b>	DISTRICT CODE: <b>67413</b>	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: <b>Katherine Wright</b>			FISCAL YEAR: <b>2020-21</b>	
ADDRESS: <b>445 Montezuma Street</b>		COUNTY NAME: <b>Sacramento</b>		
CITY: <b>Rio Vista</b>		STATE: <b>CA</b>	ZIP CODE: <b>94571</b>	
CONTACT NAME: <b>Vina Guzman</b>	TITLE: <b>Interim CBO</b>	PHONE: <b>707-374-1700</b>	E-MAIL: <b>vguzman@rdsd.org</b>	

**PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST** (Choose only one LEA type):

<input checked="" type="checkbox"/> <b>SCHOOL DISTRICT</b> Choose one of the following: <input checked="" type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input type="checkbox"/> <b>COUNTY OFFICE OF EDUCATION (COE)</b> Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input type="checkbox"/> <b>CHARTER SCHOOL</b>
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**PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:**

**SCHOOL CLOSURE:** When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

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**MATERIAL DECREASE:** When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

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**LOST OR DESTROYED ATTENDANCE RECORDS:** When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

*"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."*

**SECTION B: SCHOOL CLOSURE**

Not Applicable (Proceed to Section C)

**PART I: NATURE OF EMERGENCY** (Describe in detail.)

Supplemental Page(s) Attached

A severe storm occurred in January 2021 in which power was lost to the district on January 27, 2021 and January 28, 2021. The power outage included the loss of internet service. As a result of the power outage, distance learning was not accessible to staff or students on these two days.

**PART II: SCHOOL INFORMATION** (Use the supplemental Excel form at <https://www.cde.ca.gov/fg/aa/pa/i13a.asp> if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested

**PART III: CLOSURE HISTORY** (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No
River Delta USD - All Schools	67413	2018-19	November 16, 2018	Declaration of State of Emergency for Camp Fire	No

**SECTION C: MATERIAL DECREASE**

**Not Applicable (Proceed to Section D)**

**PART I: NATURE OF EMERGENCY** (Describe in detail.)

**Supplemental Page(s) Attached**

**PART II: MATERIAL DECREASE CALCULATION** (Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
Total:		0.00			0		0.00

**PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS** (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
Total:		0.00			0.00		0.00

\*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

**SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS**

Not Applicable (Proceed to Section E)

**PART I: PERIOD OF REQUEST** The entire period covered by the lost or destroyed records commences with \_\_\_\_\_ up to and including \_\_\_\_\_.

**PART II: CIRCUMSTANCES** (Describe below circumstances and extent of records lost or destroyed.)

**PART III: PROPOSAL** (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)



**SECTION E: AFFIDAVIT**

**PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS** – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of River Delta Joint USD, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Jennifer Stone

Dan Mahoney

Marilyn Riley

Rafaela Casillas

Marcial Lamera

Wanda Apel

Randall Jelly

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness: \_\_\_\_\_ Title: \_\_\_\_\_ of Sacramento County, California  
(Name) (Signature)

**PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER** (Only applicable to charter school requests)

Superintendent (or designee): \_\_\_\_\_ Authorizing LEA Name: \_\_\_\_\_  
(Name) (Signature)

**PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS**

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): \_\_\_\_\_  
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness: \_\_\_\_\_ Title: \_\_\_\_\_ of \_\_\_\_\_ County, California  
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## 2020-2021 RIVER DELTA UNIFIED SCHOOL DISTRICT CALENDAR

MONTH	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					#
	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
JULY			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	0
AUGUST	<del>3</del>	4	5	6	7	10	11	12 <sup>SS</sup>	13	14	17	18	19	20	21	24	25	26	27	28	31					14
SEPTEMBER		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			21
OCTOBER				1	2	5	6	7	8	9	12	13 <sup>P</sup>	14	15 <sup>P</sup>	16 <sup>P</sup>	19	20	21	22	23	26	27	28	29	30	21
NOVEMBER	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	<del>23</del>	<del>24</del>	<del>25</del>	<del>26</del>	<del>27</del>	30					15
DECEMBER		1	2	3	4	7	8	9	10	11	14	15	16	17	18	<del>21</del>	<del>22</del>	<del>23</del>	<del>24</del>	<del>25</del>	<del>28</del>	<del>29</del>	<del>30</del>	<del>31</del>		14
JANUARY					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	14
FEBRUARY	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26						18
MARCH	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			20
APRIL				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	19
MAY	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	<del>31</del>					20
JUNE		1	2	3	4 <sup>SE</sup>	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			4
<b>TOTAL DAYS</b>																									<b>TOTAL STUDENT DAYS</b>	<b>180</b>

- = Non Student Days/Recess
- = Legal Holidays
- = Board Granted Holidays
- = Minimum Days
- = Teacher Pre-Service Days
- = Staff Development Days

SS = School Begins = August 12, 2020  
SE = School Ends = June 4, 2021  
P = Parent Conference Days = October 13, 15, 16, 2020  
 Non Student Days = October 12, 2020  
 Thanksgiving Break = November 23—27, 2020  
 Winter Break = December 21, 2020—January 8, 2021  
 Spring Break = March 29-April 5, 2021

Quarter	Days
Quarter 1 – Ends October 9, 2020	42
Quarter 2 – Ends December 18, 2020	43
Quarter 3 – Ends March 19, 2021	47
Quarter 4 – Ends June 4, 2021	48

**Approved: January 14, 2020**

## Outage History by City

River Delta Unified School District

01/27/2021-01/29/2021

City	Feeder Name	Outage#	Cause Category	Time Started	Time Restored	Total # Custs	Custs Out < 2Hrs	Custs Out 2-8 Hrs	Custs Out 8-24 Hrs	Custs Out > 24 Hrs
<b>Totals for city</b>		<b>2 Outages</b>				<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>
CLARKSBURG	62462223	1231401	N/A	1/27/2021 0:16	1/27/2021 0:16	105	105	0	0	0
	62462223	1231433	N/A	1/27/2021 0:25	1/27/2021 0:25	105	105	0	0	0
	62462223	1231442	N/A	1/27/2021 0:39	1/27/2021 0:39	105	105	0	0	0
	62462223	1232260	N/A	1/27/2021 1:48	1/29/2021 16:04	98	0	0	0	98
	62462223	1232319	N/A	1/27/2021 1:48	1/27/2021 1:48	98	98	0	0	0
	62462223	1232455	N/A	1/27/2021 3:02	1/27/2021 3:02	7	7	0	0	0
	62462223	1232456	N/A	1/27/2021 3:09	1/27/2021 3:09	7	7	0	0	0
	63621107	1234853	N/A	1/27/2021 10:33	1/29/2021 17:51	1	0	0	0	1
	63621107	1242848	N/A	1/27/2021 2:21	1/30/2021 10:50	18	0	0	0	18
<b>Totals for city</b>		<b>9 Outages</b>				<b>544</b>	<b>427</b>	<b>0</b>	<b>0</b>	<b>117</b>
ISLETON	6246	1231582	N/A	1/27/2021 0:50	1/27/2021 0:50	487	487	0	0	0
	62462223	1238128	N/A	1/27/2021 23:45	1/30/2021 4:55	59	0	0	0	59
	62462223	1238128	N/A	1/27/2021 23:45	1/28/2021 2:03	226	0	226	0	0
	62462223	1238128	N/A	1/27/2021 23:45	1/29/2021 21:58	20	0	0	0	20
	62462223	1238365	N/A	1/27/2021 23:45	1/29/2021 22:22	163	0	0	0	163
	62462224	1238124	N/A	1/27/2021 23:44	1/27/2021 23:44	955	955	0	0	0
	162081101	1242101	N/A	1/27/2021 3:58	1/29/2021 14:48	14	0	0	0	14
<b>Totals for city</b>		<b>5 Outages</b>				<b>112</b>	<b>98</b>	<b>0</b>	<b>1</b>	<b>13</b>
RIO VISTA	6246	1231582	N/A	1/27/2021 0:50	1/27/2021 0:50	31	31	0	0	0
	62462224	1238124	N/A	1/27/2021 23:44	1/27/2021 23:44	31	31	0	0	0
	62462225	1236944	N/A	1/27/2021 17:29	1/29/2021 15:48	64	0	0	0	64
	62462225	1236973	N/A	1/27/2021 17:39	1/28/2021 20:50	17	0	0	0	17
	62462225	1242194	N/A	1/27/2021 17:21	1/29/2021 18:49	11	0	0	0	11
	62462226	1232429	N/A	1/27/2021 2:54	1/29/2021 14:58	10	0	0	0	10
	62462226	1232895	N/A	1/27/2021 5:18	1/29/2021 12:55	1	0	0	0	1
	63642107	1233344	N/A	1/27/2021 6:54	1/27/2021 9:25	3	0	3	0	0
	63642107	1236114	N/A	1/27/2021 14:38	1/28/2021 17:27	2	0	0	0	2
	162081101	1242101	N/A	1/27/2021 3:58	1/29/2021 14:48	1	0	0	0	1
<b>Totals for city</b>		<b>10 Outages</b>				<b>171</b>	<b>62</b>	<b>3</b>	<b>0</b>	<b>106</b>

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>Meter#</b>	<b>Circuit#</b>	
RIVER DELTA UNIFIED SCHOOL DISTRICT	52810 NETHERLANDS AVE	CLARKSBURG, 95612	1010410197	62462227	
RIVER DELTA UNIFIED SCHOOL DISTRICT	445 MONTEZUMA ST	RIO VISTA, 94571	1009498909	62462225	
RIVER DELTA UNIFIED SCHOOL DISTRICT	445 MONTEZUMA ST	RIO VISTA, 94571	1008882011	62462225	
RIVER DELTA UNIFIED SCHOOL DISTRICT	525 S 2ND ST	RIO VISTA, 94571	1005512652	62462225	
RIVER DELTA UNIFIED SCHOOL DISTRICT	BRUNING RD SS-.3MI W/	RIO VISTA, 94571	1005511341	62462225	
RIVER DELTA UNIFIED SCHOOL DISTRICT	410 S 4TH ST	RIO VISTA, 94571	1010076460	62462225	
RIVER DELTA UNIFIED SCHOOL DISTRICT	3RD & C STS	ISLETON, 95641	1005410271	62462223	
RIVER DELTA UNIFIED SCHOOL DISTRICT	412 UNION ST	ISLETON, 95641	1008847876	62462223	
RIVER DELTA UNIFIED SCHOOL DISTRICT	SW CORNER/WILLOW WS/NETHERLANDS RD	CLARKSBURG, 95612	1003858338	62462227	
RIVER DELTA UNIFIED SCHOOL DISTRICT		CLARKSBURG, 95612	1008846723	62462227	
RIVER DELTA UNIFIED SCHOOL DISTRICT	NETHERLANDS .05M	CLARKSBURG, 95612	1009486985	62462227	
RIVER DELTA UNIFIED SCHOOL DISTRICT	CLARKSBURG SCHOOL GRDS	CLARKSBURG, 95612	UNMTR	62462227	
RIVER DELTA UNIFIED SCHOOL DISTRICT	CLARKSBURG SCHOOL GRDS	CLARKSBURG, 95612	UNMTR	62462227	
RIVER DELTA UNIFIED SCHOOL DISTRICT	445 MONTEZUMA ST	RIO VISTA, 94571	UNMTR	62462227	
RIVER DELTA UNIFIED SCHOOL DISTRICT	445 MONTEZUMA ST	RIO VISTA, 94571	UNMTR	62462227	
RIVER DELTA UNIFIED SCHOOL DISTRICT	CLARKSBURG SCH GRDS	CLARKSBURG, 95612	UNMTR	62462227	
RIVER DELTA UNIFIED SCHOOL DISTRICT	CLARKSBURG SCH GRDS	CLARKSBURG, 95612	UNMTR	62462227	
RIVER DELTA UNIFIED SCHOOL DISTRICT	500 ELM WAY	RIO VISTA, 94571	1009507426	62462226	
RIVER DELTA UNIFIED SCHOOL DISTRICT	500 ELM WAY	RIO VISTA, 94571	1004542108	62462226	
RIVER DELTA UNIFIED SCHOOL DISTRICT	S 7TH DRUIN LN	RIO VISTA, 94571	1004543363	62462225	
RIVER DELTA UNIFIED SCHOOL DISTRICT	END OF DRUIN LANE	RIO VISTA, 94571	1004543361	62462225	



**Fwd: account manager...**

Vina Guzman &lt;vguzman@rdusd.org&gt;

Thu 6/3/2021 11:07 AM

**To:** Vina Guzman <vina@rylandsbc.com> 1 attachments (22 KB)

RDUSD Outages January2021 torm.xlsx;

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Kellee Sisneros <ksisneros@rdusd.org>**Sent:** Friday, May 21, 2021 3:24:27 PM**To:** Vina Guzman <vguzman@rdusd.org>**Subject:** FW: account manager...

---

**From:** Alvarez, Charlene [mailto:CSJ6@pge.com]**Sent:** Thursday, May 20, 2021 9:07 PM**To:** Kellee Sisneros <ksisneros@rdusd.org>**Subject:** RE: account manager...

**CAUTION: This email originated from outside of the River Delta Unified School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hi Kellee,

Attached is a report of the sustained outages that impacted RDUSD sites during the January 1/27/1/28 storm. Let me know if this is sufficient.

Thank you,  
Charlene

---

**From:** Kellee Sisneros <ksisneros@rdusd.org>**Sent:** Wednesday, May 19, 2021 11:40 AM**To:** Alvarez, Charlene <CSJ6@pge.com>**Subject:** RE: account manager...

**\*\*\*\*\*CAUTION: This email was sent from an EXTERNAL source. Think before clicking links or opening attachments.\*\*\*\*\***

Hi, thank you so very much for getting back to me. Yes, I will need for all sites that had the power outage. You are awesome, have a great day.

Kellee

**From:** Alvarez, Charlene [mailto:CSJ6@pge.com]  
**Sent:** Tuesday, May 18, 2021 10:46 PM  
**To:** Kellee Sisneros <ksisneros@rdusd.org>  
**Subject:** RE: account manager...

**CAUTION: This email originated from outside of the River Delta Unified School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hi Kellee,

I will see what I can provide you with as proof of outage for 1/27 and 1/28. To be clear you need this for all school sites within River Delta Unified School District?

- > District Office
- > Bates Elementary
- > D.H. White Elementary
- > Isleton Elementary
- > Walnut Grove Elementary
- > Clarksburg Middle
- > Riverview Middle
- > Delta High
- > Rio Vista High
- > River Delta High/Elementary (Alternative) School
- > Mokelumne High & River Delta Community Day School

Thanks,  
Charlene

**From:** Kellee Sisneros <ksisneros@rdusd.org>  
**Sent:** Tuesday, May 18, 2021 9:54 AM  
**To:** Alvarez, Charlene <CSJ6@pge.com>  
**Subject:** FW: account manager...  
**Importance:** High

\*\*\*\*\***CAUTION: This email was sent from an EXTERNAL source. Think before clicking links or opening attachments.**\*\*\*\*\*

Hi Charlene, how are you doing? I am hoping you can help me. We had a district wide power outage January 27<sup>th</sup> & 28<sup>th</sup> due to a storm. We need something in writing from PG&E stating this so we can present it to CDE for students not being in school. Are you able to help me with this? This is for all our sites.

Thanks so much!  
Kellee

**Kellee Sisneros**

**Accounts Payable**  
**River Delta Unified School District**  
**707-374-1716**



---

**From:** Kellee Sisneros  
**Sent:** Thursday, February 04, 2021 2:22 PM  
**To:** 'charlene.alvarez@pge.com' <[charlene.alvarez@pge.com](mailto:charlene.alvarez@pge.com)>  
**Subject:** FW: account manager...  
**Importance:** High

Hi Charlene, I am following up on the access to our online accounts. We would like to have it setup for at least 2 people here to access. Thanks so much.  
Kellee

---

**From:** Kellee Sisneros  
**Sent:** Wednesday, February 03, 2021 2:06 PM  
**To:** 'Alvarez, Charlene' <[CSJ6@pge.com](mailto:CSJ6@pge.com)>  
**Subject:** RE: account manager...

Hi Charlene, nice to meet you! We are attempting to get a grant and they need access to our utility bills. Do you have suggestions for me on this?  
Thanks so much,  
Kellee

**Kellee Sisneros**  
**Accounts Payable**  
**River Delta Unified School District**  
**707-374-1716**



---

**From:** Alvarez, Charlene [<mailto:CSJ6@pge.com>]  
**Sent:** Wednesday, February 03, 2021 10:33 AM  
**To:** Collard, Jaime <[JSCh@pge.com](mailto:JSCh@pge.com)>; Kellee Sisneros <[ksisneros@rdsd.org](mailto:ksisneros@rdsd.org)>  
**Subject:** RE: account manager...



**CAUTION:** This email originated from outside of the River Delta Unified School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Kellee,

Nice to meet you I'm Charlene. What are you trying to find online? I want to make sure I provide you the right links.

Thanks,  
Charlene



**Charlene Alvarez**

Local Customer Relationship Manager, Senior  
LCE Sacramento and Sierra Division  
Pacific Gas and Electric Company  
Email: [charlene.alvarez@pge.com](mailto:charlene.alvarez@pge.com)

---

**From:** Collard, Jaime <[JSCh@pge.com](mailto:JSCh@pge.com)>  
**Sent:** Wednesday, February 3, 2021 9:48 AM  
**To:** Kellee Sisneros <[ksisneros@rdusd.org](mailto:ksisneros@rdusd.org)>  
**Cc:** Alvarez, Charlene <[CSJ6@pge.com](mailto:CSJ6@pge.com)>  
**Subject:** RE: account manager...

Good Morning, Kellee,

I hope you're doing well. I have moved on to another role a couple years ago.  
It looks Charlene Alvarez is your account manager. Her email address is: [Charlene.Alvarez@pge.com](mailto:Charlene.Alvarez@pge.com).

She is copied on this email for your convenience.

Take care,

Jaime Collard  
Senior Account Manager  
PG&E | Commercial Retail  
C: 530-902-6626  
[Jaime.Collard@pge.com](mailto:Jaime.Collard@pge.com)



**Our most important responsibility is the health and safety of our communities.** PG&E is committed to continue addressing customer service needs and does not expect any disruption in gas or electric service during the COVID-19 pandemic. Please visit [pge.com](http://pge.com) to find out more information about what PG&E is doing to help keep our customers and employees safe.

*Be prepared in the event of a service outage or emergency. [Click here](#) for recommendations of actions you can take now, and learn what PG&E is doing to prevent and prepare for wildfires.*

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**From:** Kellee Sisneros <[ksisneros@rdusd.org](mailto:ksisneros@rdusd.org)>  
**Sent:** Wednesday, February 3, 2021 9:38 AM  
**To:** Collard, Jaime <[JSCh@pge.com](mailto:JSCh@pge.com)>  
**Subject:** account manager...  
**Importance:** High

**\*\*\*\*\*CAUTION: This email was sent from an EXTERNAL source. Think before clicking links or opening attachments.\*\*\*\*\***

Good morning, are you still our account manager? I am trying to get access to online info. Are you able to help me? Thanks so much

***Kellee Sisneros***  
***Accounts Payable***  
***River Delta Unified School District***  
***707-374-1716***



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HOME PAGE

## Sacramento cleans up after California storm's winds pull down trees and cut power

BY MICHAEL MCGOUGH, DALE KASLER, SAM STANTON, AND DARRELL SMITH

JANUARY 27, 2021 07:03 AM, UPDATED JANUARY 27, 2021 08:53 PM



A major atmospheric storm that swept into Northern California has knocked out power to thousands in Sacramento, California, and will continue with rain and snow on Wednesday, January 27, 2021. BY DANIEL KIM | XAVIER MASCAREÑAS | DAVID CARACCIO



Listen to this article now  
16:00 Powered by Trinity Audio

Here's the latest on the storm and its effects on Sacramento and Northern California:

## SACRAMENTO BEGINS CLEANING UP

### TOP ARTICLES

AD



Fierce, howling southerly winds knocked out power for tens of thousands in the valley, many of whom remain without power. The gusts toppled trees, and the mix of high winds with a half-inch and an inch of rain near the capital contributed to numerous traffic incidents on Sacramento-area highways. Downed power lines and trees also forced extended roadway closures, many of them overnight.

Sacramento's Land Park neighborhood, largely blacked out since about 10 p.m., was a sea of fallen tree limbs and overturned trash barrels early Wednesday. A clump of fallen branches blocked West Land Park Drive, while city crews were beginning to sweep up limbs that had fallen throughout the park itself. Further south, on Fruitridge Ridge, city workers were feeding branches and limbs into a wood chipper near Belle Cooledge Library as commuters sped by.

### These Sacramento-area roads could get bike upgrades

Wider sidewalks. New bike paths. Find out what's proposed in the California budget.

[READ MORE](#)



A fallen tree pierced through a home near 13th and D streets in Sacramento's Mansion Flats neighborhood on Wednesday, Jan. 27, 2021, after a storm with severe wind gusts came through the area overnight. Daniel Kim [DKIM@SACBEE.COM](mailto:DKIM@SACBEE.COM)

Around midnight near 13th and D streets in the Mansion Flats section of Sacramento, a “thump” woke up Irving Noriega, 19, and his family. His parents ran out to see a tree had fallen straight into a neighbor’s home, cleaving a gaping hole into the side of the house.

“We heard a huge thump on the ground,” Noriega said. “It broke our neighbor’s house literally in half.”

They called the police immediately, unsure whether the tree had fallen into their neighbor’s bedroom. Police later told them no one was inside the house.

After smashing through the roof, the limb was protruding from the other side of the home, exposing asbestos insulation and wood splinters. A steady stream of neighbors came by Wednesday to gawk and snap photos.

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The home was cordoned off with yellow police tape. Long branches from the downed tree mostly spared Noriega's family home, save for their fence, some railing and a small leak.

"It's really scary, in the middle of the night and you just hear a huge tree fall," Noriega said. "It was nerve-wracking too, we were just shaking like, 'That just happened.' It's never happened before."

Nekhbir Bhandal has owned the Bombay Bar & Grill on 21st Street in midtown for the past 10 years.

Overnight, large tree limbs crushed the outdoor patio to his restaurant. The tree limbs also knocked down two utility poles, which were blocking 21st between Capitol Avenue and N Street Wednesday afternoon.

Sacramento police patrol cars were parked on 21st Street, blocking traffic in both directions and officers were directing traffic away from the area.

---

"(The tree limbs) made a lot of damage, the patio is all broken down," he said. "I think we'll need a whole new patio."

Bhandal said a repair company visited his restaurant Wednesday to examine the damage, but the restaurant owner said he hasn't received an estimate on the costs to repair the patio or when that work can be done.

The restaurant, which serves Indian cuisine, also has no power. Bhandal said he doesn't know when the power will be restored.

Once that happens, he can reopen the restaurant for takeout only. The outdoor patio was the only way the Bombay Bar & Grill can offer dining under the state guidelines to prevent further spread of COVID-19. Bhandal guessed his restaurant might be open for takeout in a few days. He said outdoor dining might not be available for another 10 to 15 days.



Two power poles rest on the ground in front of Bombay Bar and Grill – which saw its covered outdoor patio destroyed by the same storm – on 21st Street in midtown Sacramento on Wednesday. Police closed two blocks of the street because of downed power lines. Xavier Mascarenas [XMASCARENAS@SACBEE.COM](mailto:XMASCARENAS@SACBEE.COM)

## MORE RAIN EXPECTED OVERNIGHT IN SACRAMENTO-AREA

The latest round in this week's damaging winter storm was dropping rain Wednesday afternoon in Merced, Stanislaus and San Joaquin counties, pushing north toward the Sacramento-area, said Scott Rowe, a meteorologist with the National Weather Service. He said shortly before 3 p.m. Wednesday that residents in the region should expect to see more rainfall within the next hour or so.

About 1 to 2 inches of additional rainfall was expected in the Sacramento-area through Thursday evening. Rowe said wind gusts peaked about 60 to 70 mph late Tuesday and early Wednesday, but he expected the wind speed to "significantly" reduce Wednesday evening with peaks wind gusts expected to reach about 30 mph.

The temperature in the Sacramento-area is expected to drop to 47 degrees overnight, with the high temperature expected to reach 53 degrees Thursday and 54 degrees Friday, according to the weather service.




### A LONG AND SCARY NIGHT IN CARMICHAEL


Kathye Miller was awake in her rented home on Carmelo Drive at 2:30 a.m. listening to the wind howl through the neighborhood when she suddenly heard a loud, violent sound coming from the redwood tree outside her bedroom window.

“I heard a crack, it broke off the tree and that (branch) came down four feet from my head,” Miller said Wednesday morning as she stood in her Carmichael front yard and watched a crew begin the task of cutting up the huge branch. “I was awake. I heard the wind, the wind was really obnoxious, and that big tree about two feet in diameter missed me by four feet.

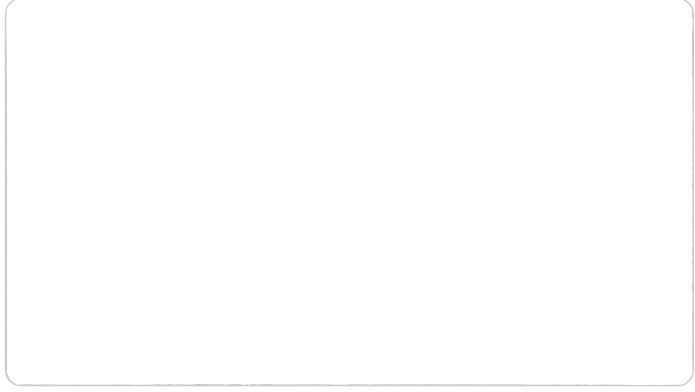
“It came into my living room. It did not come into my bedroom, thank you, God.”






**Daniel Hunt**  
@edit4life



.@StantonSam talked to a Carmichael resident whose house had a tree come through it. The woman, Kathye Miller, said she wasn't complaining after her close call: "I'm blessed." Updates from @sacbee\_news throughout Wednesday: [sacbee.com/news/weather-n...](http://sacbee.com/news/weather-n...)



10:20 AM · Jan 27, 2021 

 4   Share this Tweet

Miller said she was home with her dog and two cats at the time, and that no one was injured. The tree fell just 15 minutes before the neighborhood was plunged into



The tree branch smashed into the shake roof over the living room, and tree service workers told her they were concerned that it was still too windy Wednesday to cut down the remainder of the redwood tree still standing.

Now, she has to find a place to live and store her belongings while repairs are made. But Miller said she wasn't complaining after her close call.

"I'm blessed," she said.

Miller's home appeared to have suffered the worst damage in the neighborhood, where fences were blown down and trees and branches littered the residential streets.

At Rio Americano High School, a redwood was snapped off at its base from the wind, and tree branches littered the campus.

All along American River Drive felled trees blocked portions of the road, and at Ancil Hoffman Golf Course, which was populated Wednesday morning only by dog walkers and a lone coyote, two large trees snapped in half near the second tee.

Storm damage is seen Wednesday, Jan. 27, 2021, at Ancil Hoffman Golf Course in Carmichael, Calif., after a fierce winter storm barreled across the Sacramento region. This tree on the second tee of the course was split apart. Sam Stanton [SSTANTON@SACBEE.COM](mailto:SSTANTON@SACBEE.COM)

Across the county in Elk Grove, public works crews were busy Wednesday clearing away fallen trees and limbs and keeping an eye on localized flooding.

City crews fielded close to 100 storm-related calls by 11 a.m., most of them related to toppled trees, and expected to be at it for the next several days, said Elk Grove city spokeswoman Kristyn Lawrence.

"Cleanup may take several days due to the number of incidents. Our crews are preparing for the next round set to hit tonight bringing more rain but with milder winds," Lawrence said via email.

Lawrence said local creeks are running below monitoring levels and even with the anticipated 1 to 2 inches of rain expected tonight and into Thursday, "the city is not expecting issues with this additional precipitation."

## **OVER AN INCH OF RAIN HAS FALLEN IN SACRAMENTO**

While the storm brought only an inch or so of rain across the Sacramento region overnight, forecasters said showers were expected throughout the day with up to three-quarters of an inch possible in the evening.

Precipitation will continue through at least Thursday near the capital, but winds will be much calmer by that evening, as slow as 5 mph, NWS forecasts show.

"It's not gonna be a washout all day, but there will be periods of moderate to heavy rain intermittently" Thursday in Sacramento, Rowe said. "Definitely a good idea to keep that umbrella nearby and ready."

Rowe defined an atmospheric river as "essentially just a concentrated ribbon of moisture that takes aim at California."

"Right now that atmospheric river is centered just south of (Sacramento)," but there is a chance it could shift north Wednesday or Thursday, he said, which is why severe



SOURCE: NATIONAL WEATHER SERVICE

## POWER OUT FOR TENS OF THOUSANDS OF PG&E, SMUD CUSTOMERS

Pacific Gas and Electric reported at 6 a.m. that more than 175,000 customers across 31 counties remain without power due to weather events.

More than 23,000 Yolo County residents are still without power Wednesday afternoon as the Sacramento region prepares for another weather system to move in.

Woodland appeared to bear the brunt of the wind-whipped storm where more than 9,300 customers still without power at noon, according to Pacific Gas & Electric outage information.

Davis was also hard hit. PG&E officials said 8,875 customers were waiting for service to return while another 4,800 West Sacramento customers were waiting early Wednesday afternoon for power to be restored. In Winters, 257 customers were without power, according to the utility.

Nearly 10,000 of PG&E customers in Davis' western neighborhoods to Highway 113 were waiting for the lights to come back on at 2 p.m.

Nearly 9,400 Woodlanders have spent the day without electricity as PG&E crews work to restore power to neighborhoods across the city.

In West Sacramento, "we've got the whole Bryte/Broderick area without power," city spokesman Paul Hosley said Wednesday afternoon. The neighborhoods account for nearly all of the city's 4,800 outages. Other isolated outages are scattered across the city. Officials are waiting for word from Pacific Gas & Electric on when power will be restored.

Crews are also clearing downed trees citywide, Hosley said.

"We have a lot of downed trees throughout the city. We've had minor blockages of trees and roads, some storm damage issues. We've had several reports of trees going onto homes and cars," he said, but no injuries have been reported.

More than 50,000 of the PG&E outages are in San Joaquin County, where the Sheriff's Office tweeted that it has been experiencing intermittent issues with its 911 system.


Sacramento Municipal Utility District at 5:30 a.m. said it had about 106,000 customers impacted by outages, down from a peak of close to 150,000 around 2:30 a.m. By 1:30 p.m., 60,000 customers were still in the dark.



SMUD spokesman Chris Capra said the utility's crews restored power to about 80,000 customers between 4 a.m. and 8 a.m., but that still left another 80,000 homes and business in the dark.

Storm damage is seen Wednesday, Jan. 27, 2021, along Elverta Road north of Sacramento, Calif., after a fierce winter storm barreled across the Sacramento region. The road and others in the Elverta and Rio Linda areas were closed from downed power lines and fallen limbs. Ryan Sabalow [RSABALOW@SACBEE.COM](mailto:RSABALOW@SACBEE.COM)


Capra said he couldn't provide an estimate as to when those customers would get their electricity back.


transformers.







**SMUD**   
@SMUDUpdates 



We're dealing with weather related outages from the strong winds and heavy rains. Our crews worked all night and are continuing to restore power throughout the day. We will update restoration times as they assess the damage and prioritize safety. Thank you for your patience.




8:30 AM · Jan 27, 2021 




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**SMUD**   
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Mother nature is dealing us a rough hand tonight. ~50K customers out of power right now. We've got all hands on deck to restore power as quickly and safely as possible. Thanks for your patience as we continue to assess the outages throughout the night. [smud.org/outages?utm\\_so](https://smud.org/outages?utm_so) ...

9:10 PM · Jan 26, 2021 

 220  31  Share this Tweet

The storm initially cut power to a sizable chunk of SMUD’s territory, blacking out a quarter of the utility’s customer base. “We’ve made significant headway already,” Capra said.

But he said the dangerous winds caused delays in getting power restored; as a rule, the utility has to get crews out of cherry pickers once the winds exceed 25 mph.

“We can’t have ‘em up in buckets, up in lines,” Capra said. “As the winds die down, we can get crews out and address the issues of poles down.”

He said top priority is fixing live, fallen power lines, which can create major safety problems; the second priority is tackling areas where “big swaths of customers” are

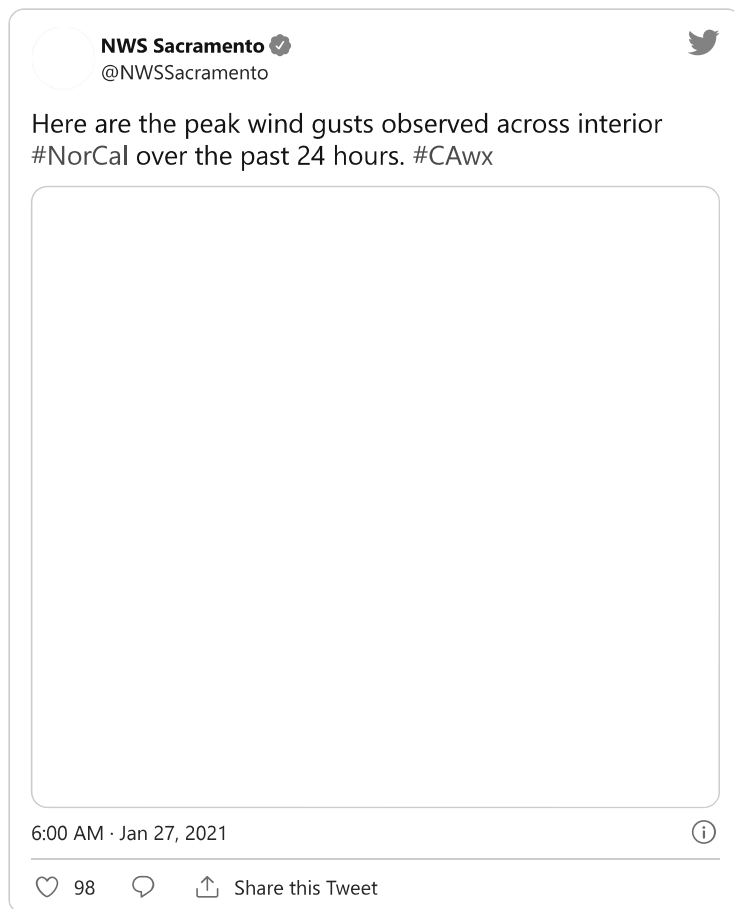
### WINDS GUSTS TOP 65 MPH AT AIRPORTS; 125 MPH AT ALPINE SUMMIT

The National Weather Service reported Wednesday morning that gusts peaked well above 60 mph in the Sacramento area within the past 24 hours: 67 mph at McClellan Airport and 63 mph at Sacramento International Airport.

“This was stronger than the threshold that we would issue severe thunderstorm warnings for” in the Sacramento Valley, NWS meteorologist Scott Rowe said.

The NWS Sacramento office tweeted around 5 a.m. that the “strongest winds are over” and that gusts will gradually decrease. Shortly after 7:30 a.m., Rowe said gusts near Sacramento were around 28 mph.

“A far cry from what we saw in the overnight hours,” he said.



Near Tahoe, a peak gust of 125 mph was observed at Alpine Meadows, according to the NWS.

### BLIZZARD CONDITIONS WILL PERSIST IN SIERRA

A blizzard warning is in effect for a long strip of the central and southern Sierra range through 2 a.m. Friday, with the NWS saying 5 to 8 feet of snow could fall in some areas, and that gusts could exceed 70 mph along ridgetops.

Rowe said the blizzard warning stretches from Plumas County down to, but not including, Yosemite National Park.

“We are experiencing near-whiteout conditions with those strong winds and falling

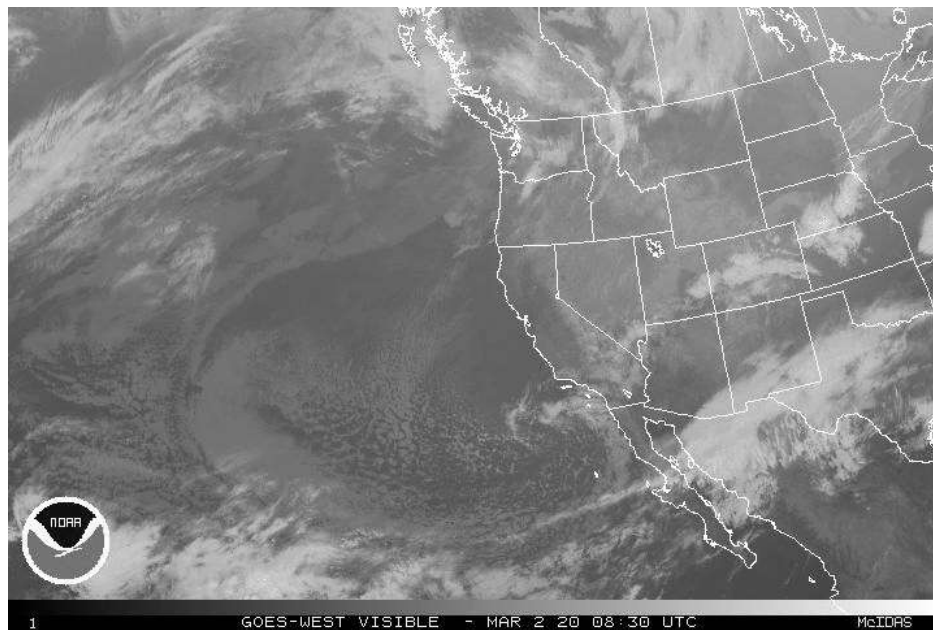
Snow fell at very low elevations Tuesday in the foothills and northern Sacramento Valley, including a significant amount in Redding and some in Red Bluff. Snow reached 1,500 feet in Sonoma County while residents in the Sierra foothills east of Sacramento saw rain turn to snow at 2,000 feet in places such as Applegate around 10 p.m.

Vehicles drive slowly during chain control along I-80 east on Wednesday, Jan. 27, 2021 near Emigrant Gap. Paul Kitagaki Jr. [PKITAGAKI@SACBEE.COM](mailto:PKITAGAKI@SACBEE.COM)



Chris Lotito, installs chains on vehicles along Interstate 80 in Placer County on Wednesday, Jan. 27, 2021, after a severe winter storm blanketed the Sierra Nevada in snow, downed trees and power lines and left thousands without power. BY [PAUL KITAGAKI JR.](#) ✉

**LATEST VISIBLE SATELLITE LOOP FOR WEST COAST**



1 GOES-WEST VISIBLE - MAR 2 20 08:30 UTC McIDAS SOURCE: NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

**FREEWAY CLOSURES, LIGHT RAIL OUTAGES**

There are traffic delays on many Sacramento-area freeways.

Caltrans at 4:30 a.m. reported that Interstate 5 was closed in both directions just west of Sacramento International Airport due to a big rig overturned on the bypass and “partially hanging over the side,” Caltrans District 3 tweeted.

The California Highway Patrol’s online activity log shows no injuries were reported in that big rig incident. Northbound I-5 reopened around 6:15 a.m. while southbound lanes remain closed.

Highway 99 was closed for hours overnight in both directions near Elverta Road due to downed power lines across the roadway. It reopened around 6:30 a.m.

A downed tree caused a three-vehicle crash on Highway 70 near Magnolia Road, Caltrans also reported in the early morning hours. That incident has been cleared.

Storm damage is seen Wednesday, Jan. 27, 2021, at 14th and G streets in downtown Sacramento, Calif., after a fierce winter storm barreled across the Sacramento region. Jason Pohl [JPOHL@SACBEE.COM](mailto:JPOHL@SACBEE.COM)

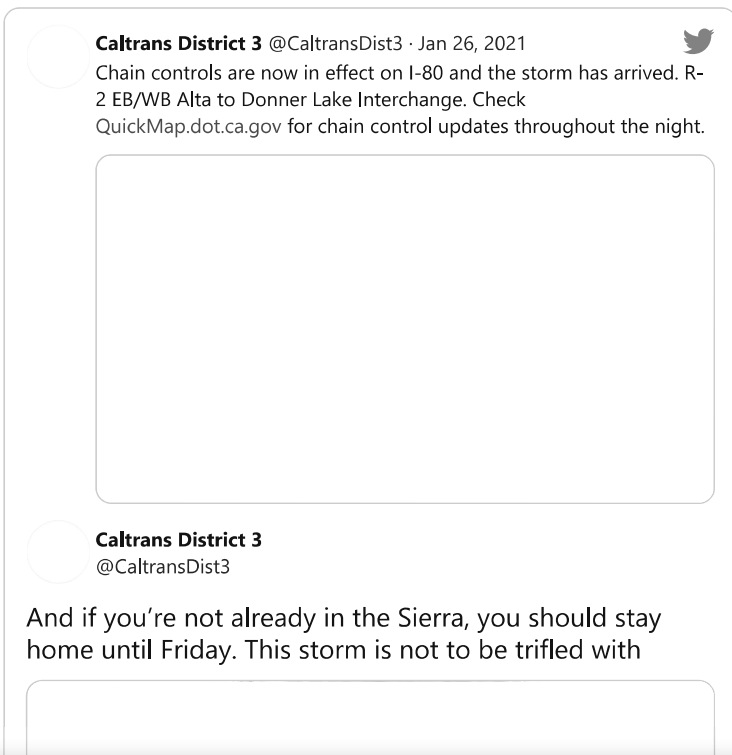
Light rail service is also down across Sacramento, with no lines operating. Regional Transit tweeted just after 6 a.m. that “all light rail lines” have been seriously impacted, and a bus bridge has been put in place throughout the system.

SacRT said wind damaged 75 light rail crossing gates; by around 9:45 a.m. 60 of those gates have been fixed and 15 still need repairs.

“Once power is restored across the system, we can begin bringing trains back onto the system.”

Broad chain controls remain in effect through the mountains on I-80 and Highway 50.

Caltrans officials said throughout the night that motorists should put off travel. The latest conditions can be found on Caltrans’ QuickMap App and [website](#).





### **MORE SNOW HEADING FOR NORTH STATE, I-5 CLOSED IN SOME AREAS**

NWS forecasts show snow continuing at low elevations Wednesday morning. A few more inches could fall in Redding and Red Bluff, before snow levels rise to elevations above 3,000 feet in the afternoon.

Interstate 5 was closed in two places due to the snow: northbound traffic is being halted about 10 miles north of Redding, and southbound traffic is stopped at the Highway 3 junction in Yreka, according to Caltrans.

Additionally, chains are required along various stretches of I-5 in Shasta and Siskiyou counties, Caltrans says.

### **SCHOOL CLOSURES**

Several districts in the Sierra foothills were closed Wednesday due to the weather, including Camino Union and Pollock Pines Elementary schools.

El Dorado Union High, Latrobe Elementary and Pioneer Elementary school districts are on a delayed start.

Several other districts, including Tahoe Truckee Unified, opted for virtual learning.

In suburbs east of Sacramento, San Juan Unified School District canceled synchronous learning for all students. Officials told parents by telephone and email that asynchronous learning would continue for those with power and internet.

Students of [Sacramento City Unified School District](#) were encouraged to [log on to distance learning if they could](#).

### **FLASH FLOOD WATCH ISSUED NEAR WILDFIRE SCAR**

The NWS issued a flash flood watch in place through Tuesday afternoon in the area of Northern California wildfire burn scars.

In particular, forecasters are concerned that heavy rainfall could “lead to flash flooding and debris flows” at the LNU Lightning Complex burn scar in parts of Yolo and Solano counties.

[message](#) issued at 1 a.m.

The Solano County Office of Emergency Services put an evacuation warning in place from Tuesday afternoon through 5 p.m. Thursday for a portion of the burn scar, [with a map available on the county OES website](#). As of 7:30 a.m. Wednesday, the warning had not been upgraded to an order.

Further south in Santa Cruz and San Mateo counties, officials lifted warnings for the burn areas from the CZU Complex as the storm pushed on shore without much rain.

“The heavy rain has ended,” the weather service said in an early morning bulletin. “Flooding is no longer expected to pose a threat.”

*The Bee’s Daniel Kim, Rosalio Ahumada and Alexandra Yoon-Hendricks contributed to this story.*

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JANUARY 26, 2021 5:00 AM



Aaron Terberg, 33, pushes through branches to get things out of his car after a tree fell and smashed it overnight near 13th and G streets in Sacramento’s Mansion Flats neighborhood during a storm that brought severe wind gusts and mass power outages throughout the area Wednesday, Jan. 27, 2021. DANIEL KIM [DKIM@SACBEE.COM](mailto:DKIM@SACBEE.COM)

DALE KASLER

916-321-1066

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water. He also covers major enterprise stories for McClatchy's Western newspapers. He joined The Bee in 1996 from the Des Moines Register and graduated from Northwestern University.

safety and other local stories. A Sacramento native and lifelong capital resident, he interned at The Bee while attending Sacramento State, where he earned a degree in journalism.

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WEATHER NEWS

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BY MICHAEL MCGOUGH

MAY 28, 2021 05:00 AM



May is going out with a bang. Or, at least with quite a bit of sweat.

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## Summerlike weather is on the way to Sacramento, with 90-degree heat returning

UPDATED MAY 23, 2021 05:03 PM

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MAY 19, 2021 12:29 PM

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MAY 14, 2021 8:30 AM

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UPDATED MAY 09, 2021 02:50 PM



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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 8, 2021

**Attachments:** X

**From:** Victoria Turk, Principal

**Item Number:** 10.20

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

**SUBJECT:** Request to approve the Out-of-State travel for two members of the Rio Vista High School's Bass Fishing Team to attend the National and World Competition in South Carolina from June 29 through July 3, 2021.

**BACKGROUND:**

The RVHS Bass Team earned an invitation to compete in the National and World competition. The event will be held at Lake Harwell located near the city of Anderson, South Carolina on June 29 through July 3, 2021.

**STATUS:**

Out-of-State travel for River Delta USD students requires Board approval. Travelers include: Students: Daniel Hurley, Dominic Vieira; Advisor: Ashlyn Bartlett; Boat Driver: Daniel Hurley (parent)

**PRESENTER:**

Victoria Turk, Principal

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Ashlyn Bartlett, FFA Teacher and Bass Fishing Team Coach

**COST AND FUNDING SOURCES:**

Donations

**RECOMMENDATION:**

That the Board approves the Out-of-State travel for two members of the Rio Vista High School's Bass Fishing Team to attend the National and World Competition in South Carolina from June 29 through July 3, 2021.

Time allocated: 2 minutes

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

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

From: Bonnie Kauzlarich, Director of Personnel

Item Number: 10.21

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

**SUBJECT:**

Request Made by Vallerie Upham, Instructional Assistant II at D.H. White School, for a Leave of Absence for the 2021-22 School Year.

**BACKGROUND:**

Vallerie Upham, Instructional Assistant II for 3 hrs/day at D.H. White School, is requesting a personal leave of absence for the 2021-22 school year.

**STATUS:**

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board approves the requested leave of absence made by Vallerie Upham for the 2021-22 school year.

Time allocated: 2 minutes

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

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 2021.

**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 11, 2021 Board meeting.

**STATUS:**

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to March 2021 which need to be approved for second reading and adoption by the Board of Trustees.

**PRESENTER:**

Katherine Wright, Superintendent

**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 2021.

Time allocated: 3 minutes

## CSBA POLICY GUIDE SHEET March 2021

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.

### **Board Policy 0420.42 - Charter School Renewal**

Policy updated to reflect **NEW LAW (SB 98, 2020)** which amends the criteria for renewal when the two consecutive years immediately preceding the renewal include the 2019-20 school year (i.e., renewals submitted in 2020-21 and 2021-22). Policy adds the requirement that the determination of a charter school's academic progress be based on all the state indicators in the California School Dashboard for which it receives performance levels, provided that the charter school has schoolwide performance levels on at least two measurements of academic performance per year and for at least two student subgroups. Policy also reflects action taken by the State Board of Education (SBE) in November 2020 to approve a list of valid and reliable indicators of academic progress and postsecondary outcomes that may be used to demonstrate a charter school's academic performance.

### **Board Policy 3110 - Transfer of Funds**

Policy updated to reflect **NEW LAW (SB 98, 2020)** which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district.

### **Board Policy 3230 - Federal Grant Funds**

Policy updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"). Policy reflects an amendment to the Uniform Guidance which extends the timeframe for submitting the final performance report from 90 to 120 calendar days after the ending date of the grant.

### **Administrative Regulation 3230 - Federal Grant Funds**

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Uniform Guidance. Regulation reflects amendments to the Uniform Guidance which (1) extend the timeframe for paying all obligations of federal funds from 90 to 120 calendar days after the end of the funding period; (2) require districts to give a preference to the purchase, acquisition, or use of goods, products, or materials from the United States as practicable; and (3) increase the threshold for "micro-purchases" and "small purchases" that qualify for simplified procurement procedures. Regulation also adds the requirement to provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. Section on "Personnel" revised to (1) add the district's responsibility to check employee records and ensure that the charges are accurate, allowable, and properly allocated and (2) clarify the documentation requirements for employees whose salary is paid with state or local funds but is used to meet a cost-sharing or matching requirement of the federal grant.

### **Administrative Regulation 3311.2 - Lease-Leaseback Contracts**

Regulation updated to (1) include the maximum term for the lease-leaseback contract as specified in law, (2) reflect the requirement for site and plan approval prior to entering into an agreement, (3) add optional language for a board resolution declaring the intent to enter into a lease-leaseback contract, and (4) move evaluation criteria into the list of items that must be included in the request for sealed proposals. Regulation also reflects **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements.

### **Administrative Regulation 3311.3 - Design-Build Contracts**

Regulation updated to reflect **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements. Regulation also adds a definition of "skilled and trained workforce," and describes the district's responsibilities if the contractor fails to demonstrate compliance with these requirements.

### **Administrative Regulation 3320 - Claims and Actions Against the District**

Regulation updated to add introductory information explaining the procedures that may be used to file a claim for money or damages against the district depending on the cause of action. Section on "Time Limitations" reorganized and clarified, especially with regard to the time limits for claims related to causes of actions which are excepted from the Government Claims Act, are not governed by any other claim presentation statute or regulation, and are addressed through procedures established by the district. Regulation also reflects **NEW LAW (SB 1473, 2020)** which allows a person to submit a claim, amendment to a claim, or application for a late claim by electronic means, if so authorized by a board resolution, in which case the subsequent notices provided by the district must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

### **Board Policy 3452 - Student Activity Funds**

Policy updated to clarify that the policy does not apply to school-connected organizations that are not composed entirely of students or subject to the board's control and regulation. Section on "Fundraising" adds a reference to policy that addresses online fundraising, and addresses fundraising events that involve the sale of foods and/or beverages. Section on "Management and Reporting of Funds" updated to reflect Governmental Accounting Standards Board (GASB) Statement 84, which provides that, if the district has administrative or direct financial involvement with the student organization's assets, as defined, the student activity fund may be considered a governmental fund subject to specific accounting and financial reporting requirements.

### **Board Policy 3515.3 - District Police/Security Department**

Policy updated to reflect **NEW LAW (SB 98, 2020)** which encourages districts to redirect resources currently allocated to district police departments into student support services and professional development on cultural competency and restorative justice. Policy also updates the board's philosophical statement, adds optional language regarding staff training on appropriate contact with district police or security officers, and reflects **NEW LAW (AB 846, 2020)** which requires districts to review the job description that is used in recruitment and hiring and make changes that emphasize community-based policing and collaborative problem solving while de-emphasizing the paramilitary aspects of the job. Section on "Conduct of Officers" revised to prohibit discrimination based on protected characteristics, prohibit district officers from assisting with immigration enforcement at district schools, and reflect requirement for district police departments to adopt policy that provides a minimum standard on the use of force. Policy also reflects the district's eligibility to receive surplus military equipment if the board approves the acquisition of such equipment, and adds a section on "Records" which limits officers' access to or release of student records except when otherwise authorized or required by law.

### **Administrative Regulation 3515.3 - District Police/Security Department**

Regulation updated to reflect law which, effective July 1, 2021, extends the requirement to complete a specified course of training to include security officers who work 20 hours per week or less. Regulation also clarifies that the additional training requirements of Penal Code 832 apply to security officers who carry a firearm while performing their duties. Section on "Qualifications of Police Officers" adds the requirement to complete specialized training within two years of the first date of employment. New section on "Use of Force" reflects (1) **NEW LAW (AB 1196, 2020)** which prohibits a law enforcement agency from authorizing the use of carotid restraints or choke holds, and (2) the requirement for district police departments to adopt policy that provide a minimum standard on the use of force that includes specified components and is consistent with guidelines established by the Commission on Peace Officer Standards and Training.

### **Board Policy 3600 - Consultants**

Policy updated to reflect **NEW LAW (AB 2257, 2020)** which recodifies the three-part test established in Dynamex Operations West, Inc. v. Superior Court of Los Angeles to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor, and **NEW LAWS (AB 2257 and AB 323, 2020)** which establish exceptions to the use of the three-part test. Requirement to afford equal opportunity for contracts revised to add ethnicity and reflect **NEW LAW (AB 3364, 2020)** which changes the term "military and veteran status" to "veteran or military status."

### **Exhibit 4112.9/4212.9/4312.9 - Employee Notifications**

Exhibit updated to add employee notifications related to (1) the rights of employees who are victims of crime or abuse; (2) potential exposure to COVID-19 at a district facility; (3) the right and procedure to access the district's injury and illness prevention program; (4) nondiscrimination on the basis of sex and contact information for the district's Title IX Coordinator; and (5) following an investigation of an alleged misconduct of a district police officer, the district's decision to impose discipline.

### **Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves**

Regulation updated to reflect **NEW LAW (AB 2992, 2020)** which extends leave for employees who are victims of domestic violence, sexual assault, or stalking to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as a direct result of a crime. Regulation also reflects provisions of AB 2992 which require districts to inform employees of their rights for such leave and authorize employees, when an unscheduled absence occurs, to submit documentation from a victim advocate or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or an individual acting on the employee's behalf.

### **Administrative Regulation 4161.8/4261.8/4361.8 - Family Care and Medical Leave**

Regulation updated to reflect **NEW LAW (SB 1383, 2020)** which, for purposes of leave under the California Family Rights Act, (1) revises the definition of "child" to include the child of a registered domestic partner; (2) includes an employee's grandparent, grandchild, sibling, and registered domestic partner as persons for whom an employee may take leave for a serious health condition; (3) repeals a provision of law which had limited any leave related to the birth or placement of the child to only one parent if a district employs both parents, thereby requiring the district to grant leave to each employee; (4) eliminates the district's authority to deny reinstatement, upon return from leave, for an employee who is among the highest paid 10 percent of district employees when the employee's absence would cause substantial and grievous economic injury to district operations; and (5) authorizes military family leave to attend to an exigency arising when the employee's registered domestic partner is on active duty or on call to active duty status in the National Guard or Reserves or is a member of the regular Armed Forces on deployment to a foreign country.

### **Board Policy 6142.8 - Comprehensive Health Education**

Policy updated to reflect the 2019 state curriculum framework for health education, including emphasis on the physical, mental, and social well-being of students and integration of health education with other content areas of the district's curriculum. Policy also reflects law which authorizes districts to provide age-appropriate comprehensive sexual health education prior to grade 7, and law which authorizes instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention provided students are allowed to be excused from such instruction with the written request of the parent/guardian.

### **Administrative Regulation 6142.8 - Comprehensive Health Education**

Regulation updated to more directly reflect state content standards for injury prevention and safety and for personal and community health. Regulation also adds a new section on "High School Health Education" for districts that require a course in health education for graduation, which reflects law requiring that the course in health education include instruction in sexual harassment and violence and instruction in performing compression-only cardiopulmonary resuscitation. Section on "Students Excused from Health Instruction" expanded to address excusals from (1) comprehensive sexual health education and HIV prevention education; (2) instruction in sexual abuse and/or sexual assault awareness and prevention; (3) any exam, survey, or questionnaire which contains questions about the student's or family's personal beliefs or practices in sex,



family life, morality, or religion; and (4) anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex.

**Board Policy 7210 - Facilities Financing**

Policy updated to add state facilities funding from the Leroy F. Greene School Facilities Act as a method of funding facilities and to reflect **NEW LAW (SB 820, 2020)** which requires filing the audit of completed facilities projects with the California State Controller. Policy also adds the requirement to comply with law and board policy regarding debt issuance and management.

# 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.~~

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, **consistent with the timelines set out in the Education Code.** The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education (**SBE**) 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)*

The Board shall deny the renewal petition of any charter school operated as or 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)

Note: The following **optional** paragraph may be revised to reflect district timelines for the submission of charter renewal petitions. 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 90 days of receiving the petition; 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 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 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.

## CHARTER SCHOOL RENEWAL (continued)

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.

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 renewals 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. **See AR 0420.4 - Charter School Authorization for more information regarding the standards and criteria for initial charter authorizations and renewals.**

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding 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)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607)

Note: Pursuant to Education Code 47607.2, the review of the charter school's **academic** performance must be based on "verified data" **from assessments and other indicators approved by SBE**, 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 November 2020, SBE approved a list of valid and reliable indicators of academic progress and postsecondary outcomes that may be used to demonstrate a charter school's academic performance. Such indicators are available on CDE's web site.**

**CHARTER SCHOOL RENEWAL** (continued)

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. **The Board shall only consider data from sources adopted by SBE.** (Education Code 47607, 47607.2)

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:

**Note: Pursuant to Education Code 47607, as amended by SB 98 (Ch. 24, Statutes of 2020), the criteria described in item #1 below may be achieved for two of the three years immediately preceding the renewal, rather than for the two consecutive years immediately preceding the renewal, if the two consecutive years immediately preceding the renewal include the 2019-20 school year.**

## 1. Renewal of Five to Seven Years

- a. 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 **shall be granted renewal for a period of five to seven years when, and that, for two consecutive years immediately preceding the renewal, or for two of the three years immediately preceding the renewal for any renewal submitted in the 2020-21 or 2021-22 school year, the charter school** achieved either of the following: (Education Code 47607)
- (1) Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels, **provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years**
  - (2) 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, **provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups**

**CHARTER SCHOOL RENEWAL** (continued)

- b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code 47607)**

## 2. Renewal of Five Years

- 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)

**Note: Education Code 47607.2, as amended by SB 98, authorizes the Board to deny renewal of a charter if the criteria described in item #3 below apply in two of the three years immediately preceding the renewal, rather than for two consecutive years immediately preceding the renewal, if the two consecutive years immediately preceding the renewal include the 2019-20 school year.**

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, **or for two of the three years immediately preceding the renewal for any renewal submitted in the 2020-21 or 2021-22 school year,** 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, **provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years**

**CHARTER SCHOOL RENEWAL** (continued)

- (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, **provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups**
- 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: **(Education Code 47607.2)**
- (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 renewal, 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 Board may deny the renewal shall be denied if the Board finds either that for these reasons only upon a finding that either** 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)

<p>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 <b>47607 46607</b>, as amended by AB 1505.</p>
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A charter school that **is eligible qualifies** 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 SCHOOL RENEWAL** (continued)

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)

**Timelines for Board Action**

Note: 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 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, **determine the level of support for the petition**, 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)

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition ~~or within 120 days with the consent of both the petitioner and the Board.~~ **The date may be extended by an additional 30 days if both the petitioner and the Board agree to the extension.** (Education Code 47605)

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 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 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 within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

**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 **shall be implemented.** (Education Code ~~47603.32~~ **47604.32, 47605**)

*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~~**11962-11962.1 Definitions****11966.4 Submission of charter renewal petition****11966.5 Charter petitions that have not been renewed; submission to county board of education**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 SITESCSBA: <http://www.csba.org>**California Charter Authorizing Professionals: <https://calauthorizers.org>**California Charter Schools Association: <http://www.calecharters.org> <https://www.ccsa.org>California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/esch>National Association of Charter School Authorizers: <http://www.charterauthorizers.org>**<https://www.qualitycharters.org>**U.S. Department of Education: <http://www.ed.gov>

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# CSBA Sample Board Policy

## Business and Noninstructional Operations

BP 3110(a)

### TRANSFER OF FUNDS

Note: Education Code 41010 and 42600 requires districts to expend funds in accordance with the classification of expenditures included in their adopted budget and in the California School Accounting Manual. However, in certain limited circumstances, the Governing Board may approve interfund borrowing or the transfer of money between funds. The following policy may be revised to reflect district practice. The following optional policy may be revised to reflect district practice.

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3100 - Budget)*

*(cf. 3400 - Management of District Assets/Accounts)*

*(cf. 3460 - Financial Reports and Accountability)*

Note: Education Code 42600 requires the district to expend funds in accordance with the classification of expenditures included in its adopted budget. However, other provisions of state law provide exceptions under which money may be transferred from one fund or account to another, as reflected in items #1-5 below.

AB 97 (Ch. 47, Statutes of 2013) repealed Education Code 17583 which provided a process for the transfer of excess local funds in the deferred maintenance fund to any other expenditure classifications whenever state funds for deferred maintenance are insufficient to fully match local funds.

AB 97 also repealed Education Code 42605, which provided temporary flexibility for specified "Tier 3" categorical programs, and redirects the funding for those categorical programs into the local control funding formula (LCFF) (Education Code 42238.01 42238.07). The supplemental and concentration grant portions of the LCFF may be used for any schoolwide or districtwide educational purpose in accordance with state regulations to be adopted by January 31, 2014, with the goal of increasing or improving services for students who are eligible for free and reduced-price meals, English learners, and foster youth; see BP/AR 0460—Local Control and Accountability Plan and BP/AR 3100—Budget.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the **C**ounty **A**uditor. (Education Code 42600)

**TRANSFER OF FUNDS** (continued)***(cf. 9323.2 - Actions by the Board)***

2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

**Note: Education Code 42603.1, as added by SB 98 (Ch. 23, Statutes of 2020), adds the following authorization for the temporary transfer of funds for the 2020-21 and 2021-22 fiscal years, if the state defers any payments owed to districts.**

**For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)**

Note: Pursuant to Education Code 42601, **the district, with the approval of** the Governing Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations **incurred during that school year**, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.

3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
4. **Specify amounts to be transferred by the county auditor and treasurer from the district's general fund to the special reserve fund during the fiscal year.** If any special reserve funds **that** are maintained for **purposes other than** capital outlay or **other purposes pursuant to Education Code 42842** if monies in the special reserve fund are not actually encumbered for ongoing expenses, ~~the Board may~~ transfer those

**TRANSFER OF FUNDS** (continued)

monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may **submit a, by** written request to the County Superintendent, **A** auditor, and **T**reasurer; **to discontinue the special reserve fund and** transfer those monies to the district's general fund. (Education Code 42841-42843)

5. Transfer monies between other funds or accounts when authorized by law.

*Legal Reference:*EDUCATION CODE

78 Definition, governing board

5200 Districts governed by boards of education

16095 Transfer of district funds to district state school building fund

**41010 California School Accounting Manual**

41301 Section A state school fund allocation schedule

42125 Designated and unappropriated fund balances

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42600 District budget limitation on expenditure

42601 Transfers between funds to permit payment of obligations at close of year

42603 **Temporary** Transfer of monies held in any fund or account to another fund; repayment**42603.1 Temporary transfer of monies held in any fund or account to another fund; state deferrals; fiscal years 2020-21 and 2021-22**

42840-42843 Special reserve fund

52616.4 Expenditures from adult education fund

*Management Resources:***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS****California School Accounting Manual**WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

# CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3230(a)

## FEDERAL GRANT FUNDS

Note: All grants awarded by the federal government, including formula grants (e.g., Title I funding, Part B of the Individuals with Disabilities Education Act) and discretionary grants, are subject to the requirements contained in the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII. **2 CCR 200.109 requires that the Uniform Guidance be reviewed every five years. Revisions to the Uniform Guidance (85 Fed. Reg. 49506), effective November 12, 2020, address the information that grant recipients are required to report, implement relevant statutory requirements, and clarify existing requirements.**

~~The Uniform Guidance, adopted in December 2014, includes new provisions but primarily consolidates guidance from earlier OMB circulars.~~

~~Pursuant to 2 CFR 200.110, the Uniform Guidance applies to all new and continuing grant awards made on or after December 26, 2014, except that, as amended by 82 Fed. Reg. 94, districts may choose to delay implementation of the new procurement standards until July 1, 2018 or such later date as may be approved in the Uniform Guidance. See the accompanying administrative regulation for optional language accepting the delayed implementation.~~

Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs. In addition to the following policy, it is recommended that districts maintain a detailed administrative regulation or procedures manual addressing the mandated components.

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

*(cf. 3100 - Budget)*

**FEDERAL GRANT FUNDS** (continued)

2. Accurate, current, and complete disclosure of the financial **and performance** results of each federal award or program in accordance with the reporting requirements of 2 CFR **200.327 and 200.328 and 200.329**

*(cf. 3460 - Financial Reports and Accountability)*

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, **financial** obligations, unobligated balances, assets, expenditures, income, and interest

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

4. Effective controls **over** and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

*(cf. 3400 - Management of District Assets/Accounts)*

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

*(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)*

*(cf. 3440 - Inventories)*

*(cf. 3512 - Equipment)*

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

**FEDERAL GRANT FUNDS** (continued)*(cf. 4131 - Staff Development)**(cf. 4231 - Staff Development)**(cf. 4331 - Staff Development)*

Note: Pursuant to 2 CFR 200.328 **and 200.329**, districts must submit **financial and** performance reports at the interval required by the awarding agency, which shall be at least annually but no more often than quarterly except in unusual circumstances. **Status reports due annually must be submitted no later than 90 calendar days after the reporting period, and reports due quarterly or semi-annually must be submitted no later than 30 calendar days after the reporting period. As amended by 85 Fed. Reg. 49506, 2 CFR 200.329 increases the time period for submitting final performance reports from 90 to 120 days after the performance end date.** The district may request an extension of the due date for any performance report for justifiable reasons.

In addition, the California Department of Education (CDE) is required under Education Code 64001 to monitor districts' compliance with legal requirements for federal categorical programs. This monitoring is accomplished through the Federal Program Monitoring process, which is based on a combination of data and document reviews and on-site visits. For further information, see the CDE's website and BP 6190 - Evaluation of the Instructional Program.

The district shall submit **financial and** performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted ~~within 90~~ **no later than 120 calendar** days after the ending date of the grant. (2 CFR 200.301, 200.328, **200.329**)

*(cf. 0500 - Accountability)**(cf. 6190 - Evaluation of the Instructional Program)**Legal Reference: (see next page)*

## FEDERAL GRANT FUNDS (continued)

### Legal Reference:

#### EDUCATION CODE

42122-42129 Budget requirements

64001 School plan for student achievement, consolidated application programs

#### CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

#### CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

#### CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

### Management Resources:

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide

California School Accounting Manual

#### EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

#### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200, March 17, 2016

#### WEB SITES

California Department of Education: <http://www.cde.ca.gov>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Office of Management and Budget, Uniform Guidance: [https://www.whitehouse.gov/omb/grants\\_does](https://www.whitehouse.gov/omb/grants_does)

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): <http://www.sam.gov/SAMportal/SAM/###11>

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

U.S. Government Accountability Office: <http://www.gao.gov>

# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3230(a)

## FEDERAL GRANT FUNDS

Note: The following administrative regulation reflects the major requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII, **as amended by 85 Fed. Reg. 49506. The Uniform Guidance** which governs the use of federal formula and discretionary grant funds awarded to districts **all grants awarded by the federal government, including formula grants (e.g., Title I funding, Part B of the Individuals with Disabilities Education Act) and discretionary grants.** Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs.

**Pursuant to** Public Contract Code 20111, **as amended by SB 544 (Ch. 395, Statutes of 2017), clarifies that** districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326.

**The requirements of the Uniform Guidance are extensive and are not fully covered in the following administrative regulation.** It is recommended that the district expand the following regulation and/or maintain a comprehensive procedures manual which contains internal controls and grant management standards used by the district to ensure the lawful expenditure of federal funds, including, but not limited to, procedures and protocols for cash management, procurement, inventory management, allowability of expenditures, "time and effort" reporting by personnel, and record retention.

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

### Allowable Costs

Note: 2 CFR 200.302 **mandates** that districts develop written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. Districts may revise this section or their detailed procedures manual to reflect those requirements.

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. **He/she The Superintendent or designee** shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

*(cf. 3350 - Travel Expenses)*



**FEDERAL GRANT FUNDS (continued)**

Note: Pursuant to Education Code 42126, which requires the Superintendent of Public Instruction to prescribe a uniform format for district budgets, districts are required to use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board. The California Department of Education's California School Accounting Manual provides guidance regarding coding of revenues and expenditures and reflects the Uniform Guidance.

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3314 - Payment for Goods and Services)*

**Period of Performance**

Note: Pursuant to 2 CFR ~~200.343~~ **200.344**, any federal funds that are not obligated or paid within the appropriate timeframes must be returned to the awarding agency. Thus, districts should closely monitor spending throughout the grant cycle.

**As amended by 85 Fed. Reg. 49506, 2 CFR 200.344 increases the number of days for districts to liquidate all financial obligations from 90 days to 120 days.**

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than ~~90~~ **120 calendar** days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, ~~200.343~~**200.344**)

**Procurement**

Note: ~~2 CFR 200.110, as amended by 82 Fed. Reg. 22609, authorizes districts to delay implementation of the procurement standards in the Uniform Guidance (2 CFR 200.317-200.326) until July 1, 2018 or such later date as may be approved in the Uniform Guidance. Districts that choose to delay implementation are mandated by 2 CFR 200.110 to document this decision in their procurement policies and should revise the following paragraph accordingly.~~ **Districts are required to comply with the procurement standards specified in 2 CFR 200.317-200.327 as well as state laws pertaining to bidding and procurement.**

**2 CFR 200.322, as added by 85 Fed. Reg. 49506, requires districts, to the extent practicable under a federal award, to give preference to the purchase, acquisition, or use of goods, products, or materials from the United States.**

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-~~200.326~~**200.327** and Appendix II of Part 200, ~~or~~ **and** with any applicable state **bidding or procurement** law or district policy that is more restrictive.

**FEDERAL GRANT FUNDS (continued)**

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

Note: 2 CFR 200.318 **mandates** that districts have written procedures that address all applicable laws regarding the use of federal grant funds in procurement transactions. The U.S. Department of Education's (USDOE) Questions and Answers Regarding 2 CFR Part 200 clarifies that such procedures must address issues related to the bid process (e.g., source evaluation, protests, and claims) **since 2 CFR 200.318 provides that the district is solely responsible for settlement of all contractual and administrative issues arising out of the procurement process.**

The following list reflects major requirements contained in the Uniform Guidance. Districts may revise the following list or the district's comprehensive procedures manual to include additional detail, such as a description of the documents that will be used (e.g., purchase order, requisition), staff responsibilities, and the process for soliciting and receiving bids.

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

Note: 2 CFR 200.67 **and 200.320** permits districts to establish simplified procurement procedures for "micro-purchases," as described in item #1 below. Pursuant to **2 CFR 200.320, districts are responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and district procurement procedures.** Pursuant to 2 CFR 200.320, as amended by 85 Fed. Reg. 49506, and 48 CFR 2.101, the threshold for such purchases ~~is \$3,500~~ cannot exceed \$10,000 except as otherwise specified, and will be periodically adjusted for inflation. **However, pursuant to 2 CFR 200.320, as amended, a district may be eligible to establish a micro-purchase threshold up to \$50,000 on an annual basis if the district is able to self-certify that it may do so, with documentation of one of the following criteria: (1) the district's qualification as a low-risk auditee in accordance with 2 CFR 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law. Districts may establish a threshold higher than \$50,000 with approval of the appropriate federal agency. Item #1 may be revised to reflect the threshold established by the district.**

Use of the simplified procedures requires that the district determine the price to be "reasonable." According to the USDOE's Questions and Answers Regarding 2 CFR Part 200, a documented review of web sites would meet this requirement.

**As amended, 2 CFR 200.320 increases the "small purchases" limit under the Uniform Guidance (item #2 below) ~~is \$150,000~~ to \$250,000 in accordance with 48 CFR 2.101.** However, the more restrictive California bid limits in Public Contract Code 20111 and district procurement policies must be applied to define the "small purchase" requirements.

Any purchases above the California bid limits ~~(see BP/AR 3311 - Bids)~~ must follow California law. **See BP/AR 3311 - Bids for more information regarding bids and bid limits.**

**FEDERAL GRANT FUNDS** (continued)

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold ~~specified in~~ **established by the district in accordance with** 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (2 CFR ~~200.328~~ **200.318**)

<p>Note: 2 CFR <del>200.213</del> <b>200.214</b> restricts districts from procuring goods or services from entities that have been <b>debarred</b>, suspended, or otherwise excluded from participation in federal assistance programs or activities. Districts may require certification of eligibility from the vendor or use the federal System for Award Management website to determine whether a particular entity has been excluded.</p>
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**FEDERAL GRANT FUNDS (continued)**

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, **200.213-200.214**)

Note: 2 CFR 200.319 **mandates** that districts have written procedures for procurement transactions that include the following components.

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR **200.326-200.327**)

**Capital Expenditures**

Note: 2 CFR 200.313 and 200.439 require a district receiving federal grant funds to obtain prior written approval from the awarding agency before incurring the cost of a capital expenditure, as defined in 2 CFR 200.12 and 200.13. See AR 3512 - Equipment for further information about requirements related to equipment purchased with federal funds, including labeling, maintenance, and inventory of the equipment and continued use of the equipment after the program ceases to be supported by federal funds.

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions,

**FEDERAL GRANT FUNDS** (continued)

improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR ~~200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89,~~ 200.313, 200.439)

**Conflict of Interest**

Note: 2 CFR 200.318 **mandates** that districts maintain written standards of conduct covering conflicts of interest and the ~~performance actions~~ of employees engaged in the selection, award, and administration of contracts. **The district's standards of conduct must also provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. The district should revise this section or its detailed procedures manual to reflect district practice.**

~~No~~ Governing Board members, district employees, ~~and other~~ district representatives shall **not** participate in the selection, award, or administration of a contract supported by federal funds if ~~he/she has~~ **they have** a real or apparent conflict of interest, such as when ~~he/she~~ **they** or a member of ~~his/her~~ **their** immediate family, ~~his/her~~ **their** partner, or an organization which employs or is about to employ any of them has a financial ~~or other~~ interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

*(cf. 9270 - Conflict of Interest)*

**Persons involved in the selection, award, or administration of a contract supported by federal funds shall be subject to discipline for any violation of conflict of interest standards. (2 CFR 200.318)**

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System))*

**Cash Management**

Note: Pursuant to 2 CFR 200.302, districts are **mandated** to develop written procedures to implement the requirements of 2 CFR 200.305.

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

**FEDERAL GRANT FUNDS (continued)**

Note: Pursuant to 2 CFR 200.305, a district may be paid in advance by the awarding agency if it maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement by the district as well as financial management systems that meet the standards for fund control and accountability as established in the Uniform Guidance.

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

**Personnel**

Note: In order to charge staff compensation as an allowable expense of federal grant funds pursuant to 2 CFR 200.430, employees must document the amount of time they spend on grant activities supported by federal funds. These documents, known as "time and effort" records, are used to charge the costs of personnel compensation to federal grants. It is recommended that the district's administrative regulation reflect district practice for documenting time and effort, such as the type of documentation maintained, signature requirements, how often certifications will be completed, and review of the records by a supervisor.

All district employees who are paid in full or in part with federal funds, **including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program,** shall document the amount of time they spend on grant activities. **Such records shall be incorporated into the official records of the district and shall be subject to a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated in accordance with 2 CFR 200.430.** (2 CFR 200.430)

**Salaries and wages of employees whose salary is paid with state or local funds but are used to meet a cost-sharing or matching requirement of the federal grant shall be documented in the same manner as salaries and wages claimed for reimbursement under a federal grant. (2 CFR 200.430)**

**FEDERAL GRANT FUNDS (continued)****Records**

Except as otherwise provided in 2 CFR ~~200.333~~ **200.334**, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR ~~200.333~~ **200.334**)

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

**Audits**

Note: Pursuant to 2 CFR 200.501, districts that expend \$750,000 or more in federal grant funds during a fiscal year must have a single audit conducted in accordance with 2 CFR 200.514, unless it chooses to have a program-specific audit conducted in accordance with 2 CFR 200.507. Districts that expend more than \$50 million in federal funds are subject to the requirements specified in 2 CFR 200.513. District audits are also subject to the requirements in Education Code 41020, the state Education Audit Appeal Panel's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, and the California Department of Education Audit Guide. See BP/AR 3460 - Financial Reports and Accountability for further information about audit requirements.

Pursuant to 2 CFR 200.501, districts that expend less than \$750,000 in federal grant funds per fiscal year are exempt from federal audit requirements but must make records available for review or audit by the awarding agency, the pass-through entity, and U.S. Government Accountability Office. Such districts may delete the following section.

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

**FEDERAL GRANT FUNDS** (continued)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)



# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3311.2(a)

## LEASE-LEASEBACK CONTRACTS

Note: The following administrative regulation addresses construction financing contracts that are commonly described as "lease-leaseback" contracts. ~~Education Code 17406, as amended by AB 2316 (Ch. 521, Statutes of 2016), no longer permits the selection of a lease-leaseback contractor without advertising, and instead requires districts to use a comprehensive "best value" selection process.~~ Education Code 17406, as amended, **mandates** that any district choosing to award a lease-leaseback contract adopt and publish procedures and guidelines for evaluating the qualifications of proposers that ensure the fair and impartial selection of the "best value" for the district. In addition, for any project that will involve the use of preconstruction services, the request for sealed proposals must require proposers to include the fee to perform the preconstruction services as part of their sealed proposal to the district. Such procedures and guidelines must include, at a minimum, the provisions specified in Education Code 17406 as reflected in the following regulation.

The lease-leaseback financing method should only be used in coordination with competent technical consultants and legal counsel to ensure all legal requirements are met.

The district may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year **for a term not to exceed 99 years**, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code **17403**, 17406)

*(cf. 3280 - Sale or Lease of District-Owned Real Property)*

*(cf. 3312 - Contracts)*

**Before the district enters into such a lease or agreement, it shall have available a site upon which a building may be constructed for use by the district, shall have complied with requirements related to the selection and approval of sites, and shall have prepared and adopted plans and specifications for the building that have been approved in accordance with Education Code 17280-17316. (Education Code 17402)**

*(cf. 7150 - Site Selection and Development)*

### **Procedures for Awarding the Contract**

Note: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 17417, the Governing Board must adopt a resolution of intent to enter into a lease or agreement related to real property and buildings to be used by the district. However, pursuant to Education Code 17406, Education Code 17417 is not applicable to lease-leaseback agreements. As a best practice, the district may choose to adopt such a resolution for lease-leaseback contracts in order to inform the public and prospective proposers of the available site and the procedures for awarding the contract.

**LEASE-LEASEBACK CONTRACTS (continued)**

**The district's intent to enter into a lease-leaseback contract may be described in a resolution adopted by the Governing Board which includes, but is not be limited to, a description of the available site and the building to be constructed, the amount and term of the lease, and where to obtain information about the procedures for submitting a proposal.**

Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. **To make this determination, the district shall use the following procedures:** (Education Code 17400, 17406)

**To make this determination, the district shall use the following procedures: (Education Code 17406; Public Contract Code 2600)**

1. **Request for Sealed Proposals:** The Superintendent or designee shall prepare a request for sealed proposals which shall include:
  - a. An estimate of the project's price
  - b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed
  - c. The key elements of the contract to be awarded
  - d. A description of the format that proposals shall follow and the elements they shall contain
  - e. The standards the district will use in evaluating proposals **and the qualifications of the proposers, including:**
    - (1) **Relevant experience**
    - (2) **Safety record**
    - (3) **Price proposal, including, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district**

**LEASE-LEASEBACK CONTRACTS (continued)**

- (4) Whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract
- (5) For each scored criterion, the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score
- (6) Other factors established by the district

- f. The date on which proposals are due
- g. The timetable the district will follow in reviewing and evaluating proposals

**Note: Public Contract Code 2600, as amended by AB 2311 (Ch. 347, Statutes of 2020), adds a requirement to include in all bid documents and construction contracts, when applicable, a notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603. Pursuant to Education Code 17407.5, lease-leaseback contracts are subject to such requirements. See the section "Skilled and Trained Workforce" below for additional requirements.**

- h. A statement that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603**
2. **Notice:** At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:
- a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112
  - b. Providing notice in a trade paper of general circulation published in the county where the project is located

**Note: The following paragraph is optional and may be revised to reflect district practice.**

The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.

**Note: Pursuant to Education Code 17406, the prequalification requirements for contracts that meet the criteria specified in Public Contract Code 20111.6 are also applicable to lease-leaseback contracts. Education Code 17406 requires prequalification for such projects irrespective of whether or not they are funded locally or through state sources.**

**LEASE-LEASEBACK CONTRACTS (continued)**

3. **Prequalification:** A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements.

*(cf. 3311 - Bids)*

4. ~~4. — Evaluation Criteria: The request for sealed proposals shall identify all criteria that the district will consider in evaluating the proposals and qualifications of the proposers, including relevant experience, safety record, price proposal, and other factors specified by the district. The price proposal shall include, at the district's discretion, either a lump sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district.~~

~~The request for sealed proposals shall specify whether each criterion will be evaluated on a pass fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract. For each scored criterion, the district shall identify the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score.~~

- 5.4. **Evaluation of Proposals:** All proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.

- 6.5. **Award of Contract:** The award of the contract shall be made by the **Governing Board** to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

**LEASE-LEASEBACK CONTRACTS (continued)**

Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

**7.6. Rejection of Proposals:** At its discretion, the Board may reject all proposals and request new proposals.

~~Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17407.5)~~

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

**Skilled and Trained Workforce**

**Note:** Education Code 17407.5 requires the district to obtain an enforcement commitment that the contractor will comply with the requirements to use a skilled and trained workforce, as defined, in accordance with Public Contract Code 2600-2603. Pursuant to Public Contract Code 2600.5, as added by AB 2311, failure to provide the notice described in item #1h above does not excuse the district from the requirement to obtain an enforceable commitment that a contractor or other entity will use a skilled and trained workforce to complete a contract or project.

~~Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17407.5; Public Contract Code 2602)~~

***Skilled and trained workforce*** means that all the workers performing the work are either skilled journeymen or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeymen employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeymen shall be performed by

**LEASE-LEASEBACK CONTRACTS (continued)**

**graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)**

**If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)**

*(cf. 9124 - Attorney)*

*Legal Reference:*

EDUCATION CODE

**17280-17316 Construction of school buildings; approvals**

**17400-17429 Leasing property, especially:**

17400 Definitions

**17403 Term of lease or agreement**

17406 Lease-leaseback contract

17407.5 Use of a skilled and trained workforce

PUBLIC CONTRACT CODE

**2600-2603 Skilled and trained workforce requirements**

20111.6 Prequalification procedures

20112 Notices

COURT DECISIONS

*McGee v. Balfour Beatty Construction, LLC, et al.* (4/12/16, No. B262850) **(2016) 247 Cal. App. 4th 235**

*Davis v. Fresno Unified School District*, (2015) 237 Cal.App.4th 261

*Management Resources:*

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

(12/16) 3/21

**Policy Reference UPDATE Service**

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# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3311.3(a)

## DESIGN-BUILD CONTRACTS

Note: As an alternative to the more traditional design-bid-build process (see BP/AR 3311 - Bids) or a lease-leaseback process (see AR 3311.2 - Lease-Leaseback Contracts), the district may enter into a design-build contract for a public works project in excess of \$1 million pursuant to Education Code 17250.10-17250.55. As defined by Education Code 17250.15, "design-build" means a project delivery process in which both the design and construction of a project are procured from a single entity. Education Code 17250.15 and 17250.25 provide that such contracts may be awarded to either the low bid or best value, as defined. Pursuant to Education Code 17250.50 and 17250.55, this authority applies to bid requests issued on or after July 1, 2016 and will be repealed January 1, 2025 unless legislation is enacted to delete or extend that date.

The Governing Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

*(cf. 3311 - Bids)*

*(cf. 3312 - Contracts)*

*(cf. 7110 - Facilities Master Plan)*

*(cf. 7140 - Architectural and Engineering Services)*

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25)

### Procedures for Awarding the Contract

The procurement process for design-build projects shall be as follows: (Education Code 17250.25, 17250.35; **Public Contract Code 2600**)

1. **Performance Specifications:** The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:
  - a. The size, type, and desired design character of the project
  - b. Performance specifications that cover the quality of materials, equipment, and workmanship
  - c. Preliminary plans or building layouts
  - d. Any other information deemed necessary to describe adequately the district's needs

**DESIGN-BUILD CONTRACTS** (continued)

The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. **Prequalification:** The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:
  - a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
  - b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors
  - c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

**Note: Public Contract Code 2600, as amended by AB 2311 (Ch. 347, Statutes of 2020), adds a requirement to include in all bid documents and construction contracts, when applicable, a notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603. Pursuant to Education Code 17250.25, design-build contracts are subject to such requirements.**

- d. **A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603**

The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

~~A design build entity shall not be prequalified or short listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract.~~



**DESIGN-BUILD CONTRACTS** (continued)

3. **Request for Proposals:** The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in items #2a, and 2b, and 2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.
4. **Selection Based on Low Bid:** For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
5. **Selection Based on Best Value:** For those projects utilizing best value as a selection method, the following procedures shall be used:
  - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.
  - b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.
  - c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.
  - d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

**Skilled and Trained Workforce**

**Note: Education Code 17250.25 requires the district to obtain an enforceable commitment that the contractor will comply with the requirements to use a skilled and trained workforce, as defined, in accordance with Public Contract Code 2600-2603. Pursuant to Public Contract Code 2600.5, as**

**DESIGN-BUILD CONTRACTS (continued)**

**added by AB 2311, failure to provide the notice described in items #2d and 3 above does not excuse the district from the requirement to obtain an enforceable commitment that a contractor or other entity will use a skilled and trained workforce to complete a contract or project.**

**A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25; Public Contract Code 2602)**

***Skilled and trained workforce* means that all the workers performing the work are either skilled journeymen or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeymen employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeymen shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)**

**If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)**

*Legal Reference: (see next page)*

**DESIGN-BUILD CONTRACTS (continued)**

*Legal Reference:*

EDUCATION CODE

17250.10-17250.55 *Design-build contracts*

**PUBLIC CONTRACT CODE**

**2600-2603 *Skilled and trained workforce requirements***

*Management Resources:*

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fa>

# CSBA Sample Board Policy

Business and Noninstructional Operations

AR 3320(a)

## CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The Government Claims Act (Government Code 810-996.6) sets forth prelitigation requirements and deadlines for claims against public entities, including school districts. In City of Stockton v. Superior Court, the California Supreme Court held that the claim requirements in Government Code 900-915.4 also apply to claims for breach of contract. **For any cause of action that is excepted from the Government Claims Act pursuant to Government Code 905 but has its claim presentation procedure specified in another statute or regulation, such as childhood sexual abuse—assault, a claim must be presented in accordance with that statute or regulation. For any cause of action that is excepted from the Government Claims Act pursuant to Government Code 905 but is not governed by any procedure in another statute or regulation, the district may establish its own claim presentation procedure in accordance with Government Code 935. The district should consult legal counsel as necessary if questions arise regarding the proper procedure.**

Because a district's insurance carrier or joint powers authority (JPA) may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is strongly recommended that this administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

~~Pursuant to Government Code 935, district claims procedures may include a requirement that a claim be presented and acted upon in accordance with those procedures as a prerequisite to a lawsuit. Failure to include such a requirement may subject the district to increased liability.~~

**Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district-established procedures pursuant to Government Code 935.**

Note: Pursuant to Government Code 935, ~~district~~ claims procedures **established by the district** may include a requirement that a claim be presented and acted upon in accordance with those procedures as a prerequisite to **the filing of a lawsuit against the district**. ~~Failure to include such a requirement may subject the district to increased liability.~~ **The following paragraph extends this requirement to claims filed under other statutes and may be revised to reflect district practice.**

Unless otherwise provided by law, ~~prior to filing a lawsuit against the district for money or damages,~~ a written claim shall be **filed—presented to and acted upon by the Governing Board** in accordance with ~~the following administrative regulation~~ **such procedures** prior to filing a lawsuit against the district for money or damages.

## CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

### Time Limitations

Note: Items #1-4 below ~~list reflect~~ timelines for ~~presenting~~ claims ~~in relation to different causes of action~~, pursuant to the Government Claims Act and other applicable statutes. ~~Pursuant to Government Code 935, the district's authority to adopt local claim presentation procedures for causes of action which are excepted from the Government Claims Act by Government Code 905 is not applicable to those excepted causes of action which have their claim presentation procedures specified in other statutes or regulations, such as childhood sexual abuse.~~

~~Rather, claims for childhood sexual abuse are governed by the timelines and procedures specified in Code of Civil Procedure 340.1.~~

The following time limitations apply to ~~the presentation of~~ claims ~~for money or damages~~ against the district:

- ~~3.1.~~ Claims ~~for money or damages~~ relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)
- ~~4.2.~~ Claims ~~for money or damages~~ relating to any other cause of action ~~subject to the Government Claims Act~~ shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

Note: ~~Rather, e~~Claims for childhood sexual ~~abuse~~ ~~assault~~ are governed by the timelines and procedures specified in Code of Civil Procedure 340.1. ~~Pursuant to Code of Civil Procedure 340.1, the time limit for beginning an action for recovery of damages suffered as a result of childhood sexual assault is 22 years from the date the plaintiff attains age 18 or within five years of the date the plaintiff discovers or reasonably should have discovered that psychological injury or illness occurring after age 18 was caused by sexual assault, whichever is later. A claim may be filed on or after the plaintiff's 40th birthday only if the plaintiff files certificates of merit by an attorney and a licensed mental health practitioner selected by the plaintiff setting forth the facts which support the declaration.~~

- ~~1.3.~~ Claims ~~for money or damages~~ relating to childhood sexual ~~abuse~~ ~~assault~~ ~~or any~~ ~~and~~ other causes of action ~~which are~~ specifically excepted from the Government Claims Act by Government Code 905 ~~and for which~~ ~~but are subject to a claims presentation procedure in another~~ a statute or regulation ~~provides a claims presentation procedure~~ shall be ~~filed~~ ~~presented to the Board~~ in accordance with the applicable governing statute or regulation. (Government Code 905, ~~935~~)

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

Note: ~~Pursuant to Government Code 935, a district may establish its own procedure for the presentation of those claims which are excluded from the Government Claims Act as specified in Government Code 905 and which are not governed by any other applicable statutes or regulations. Optional item #24 below is for~~

**CLAIMS AND ACTIONS AGAINST THE DISTRICT** (continued)

use by any district whose board has chosen to exercise the authority **in Government Code 935** to establish district procedures for such claims; see its own procedure for the presentation of claims which are excluded from the Government Claims Act by Government Code 905 and which are not governed by any other applicable statute or regulation. See the accompanying Board policy. ~~Item #2 provides six months as the time limitation for filing such claims, which is consistent with the requirement in~~ **Pursuant to** Government Code 935, ~~that~~ the district's procedure **cannot** require a shorter time for presentation of a claim than the time specified in Government Code 911.2. However, the Governing Board has the discretion to adopt a more flexible time limitation and may increase the amount of time allowed for filing such claims. If the Board adopts a more flexible time limitation, item ~~#24~~ should be revised accordingly.

~~If a claimant misses a deadline for a claim required to be submitted in accordance with item #2 or #3 below, the claimant may present an application to present a late claim pursuant to Government Code 911.4; see section below entitled "Late Claims."~~

~~2.4. In accordance with the Governing Board's authority pursuant to Government Code 935, claims for money or damages which relate to a~~ **Claims relating to any** cause of action **which is** specifically excepted from the Government Claims Act by Government Code 905 ~~and which are~~ **but is** not governed by any other claim presentation statute or regulation shall be ~~filed~~ **presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action. not later than six months after the accrual of the cause of action.** (Government Code ~~905-911.2,~~ 935)

~~3. Claims for money or damages relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)~~

~~4. Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)~~

**Receipt of Claims**

A claim, ~~any amendment thereto, or an application to present a late claim~~ shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

**Note: Government Code 915, as amended by SB 1473 (Ch. 371, Statutes of 2020), authorizes a claim, amendment to a claim, or application for a late claim to be submitted through electronic means, if so authorized by a Board resolution. In practice, such electronic means involve online completion of a fillable form and/or transmission by email. The following paragraph may be revised to specify the electronic means authorized by the district. If the Board has not adopted a resolution authorizing electronic submission, the district should delete the following paragraph.**

## CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Pursuant to Government Code 915.4, as amended by SB 1473, if the Board authorizes electronic submission, then any notice required of the district in response to a claim, amendment, or application for a late claim must be sent to the electronic address from which the district received the claim or application, unless the claimant or applicant specified an alternative electronic address for that purpose.

Also see the sections "Notice of Claim Insufficiency," "Late Claims," and "Action on Claims" below.

**A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)**

Note: In most circumstances, a district's insurance provider or JPA is responsible for claims management, including investigating, defending, and managing a district's response to a claim presented under the Government Claims Act. The following paragraph requires the Superintendent or designee to immediately forward any claims received to the district's JPA or insurance provider in order to help ensure compliance with any conditions of coverage.

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

### Review of Contents of the Claim

Note: Most JPAs and insurance carriers provide a claim form. The person submitting the claim need not use the claim form provided by the district but, pursuant to Government Code 910 and 910.2, the claim must contain a signature and all the information listed below.

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known

## CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of \$25,000 or less.
7. The signature of the claimant or the person acting on the claimant's behalf

### Notice of Claim Insufficiency

Note: Pursuant to Government Code 910.8, if a claim is found insufficient, the district must notify the claimant of the defects or omission in the claim. Government Code 915.4, as amended by SB 1473, authorizes such notice to be personally delivered or mailed or, if the Board has adopted a resolution authorizing electronic submission of claims (see section "Receipt of Claims" above), then any notice of claim insufficiency must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

Pursuant to Government Code 911, if the district, or the JPA or insurance carrier acting on the district's behalf, fails to give notice that the claim is insufficient, as specified below, then the district may not later raise that issue as a defense to the claim.

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

Note: Districts should be cautious before rejecting a claim because of insufficiency of information and consult legal counsel and/or the district's JPA or insurance provider, as appropriate. Courts have held that a claim is sufficient as long as enough information is disclosed to allow the district to adequately conduct an investigation of the claim's merits.

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

### Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

### Late Claims

Note: The reference to item #2 in the following paragraph should be deleted if the district has not established district procedures pursuant to Government Code 935 for claims that are specifically exempted in Government Code 905 or adopted a time limitation that is not less than one year (see the accompanying Board policy and item #2 in the section "Time Limitations" above).



**CLAIMS AND ACTIONS AGAINST THE DISTRICT** (continued)

~~For claims under items #2 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. Such claim and the application to present a late claim shall be presented not later than~~ **one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim.** (Government Code ~~905,~~ **911.4, 915, 915.2**)

<p>Note: If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its agent should notify the claimant that "no action" was taken because the claim was presented late. If the Board were to state that the claim was "rejected," this would indicate that the Board had accepted the filing of the late claim and taken action to reject it.</p>
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If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

## CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 **and in the manner specified in Government Code 915.4.** (Government Code 911.8, **915.4**)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

### Action on Claims

Note: Pursuant to Government Code 945.6, if the Board formally acts to reject a claim and provides notice of such rejection, the claimant has only six months from the rejection to initiate a lawsuit. If the Board takes no action or fails to provide written notice rejecting the claim, the claimant then has two years to initiate a suit against the district. The notice of rejection must comply with the notification requirements of Government Code 913 unless the claim has no address on it.

Although the Board takes final action on claims as specified below, such action is based on the evaluation of the claim by the district's insurance provider or JPA.

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

**CLAIMS AND ACTIONS AGAINST THE DISTRICT** (continued)

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 **and shall be provided in the manner specified in Government Code 915.4.** ~~and shall either be personally delivered or mailed to the address stated in the claim or application.~~  
(Government Code 913, 915.4)

# CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3452(a)

## STUDENT ACTIVITY FUNDS

Note: Pursuant to Education Code 48930, the Governing Board may approve the formation of associated student body organizations (ASBs), **which are** composed entirely of students **and are subject to the Board's control and regulation**. Generally, there are two types of ASBs. ASBs in high schools and middle schools are ~~called~~ **referred to as** "organized ASBs" since the students, organizing their activities around student clubs and/or a student council, have primary responsibility for the ASB, with the assistance, **oversight, and co-approval** of an **district-employed** advisor. In elementary schools, ~~the~~ **ASBs are considered to be** "unorganized" because there is no student council and the principal or designee usually oversees the fundraising and spending decisions, with more limited involvement from the students.

~~Unlike parent teacher associations or other school connected organizations,~~ ASBs, **which are subject to the Board's control and regulation pursuant to Education Code 48930,** are legally considered part of the district. **In contrast, booster clubs, education foundations, parent-teacher associations, and other parent-run organizations operate independently of the district.** See BP /AR 1230 - School-Connected Organizations. **Districts with questions regarding the distinction between an ASB and a school-connected organization should consult legal counsel.**

The following **optional** policy may be modified to reflect district practice.

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities ~~beyond those provided by the district and can also~~ **while helping** students learn about effective financial practices **and develop leadership and management skills**. To that end, **the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board. Student organizations** may raise and spend funds to support activities that promote the general welfare, morale, and educational experiences of the student body.

**(cf. 1230 - School Connected Organizations)**

~~(cf. 3260 - Fees and Charges)~~

~~(cf. 5000 - Concepts and Roles)~~

~~(cf. 6145 - Extracurricular and Cocurricular Activities)~~

~~(cf. 6145.5 - Student Organizations and Equal Access)~~

### **Fund Raising Events Fundraising**

Note: Education Code 48932 requires the Board to approve a student organization's fundraising events and to determine whether ~~such~~ **fundraising** activities **that are held on school property during school hours** will interfere with the normal conduct of the schools. The following paragraph provides for the Board to delegate the review and approval of ASB fundraising events to the Superintendent or designee and should be modified to reflect district practice.

**STUDENT ACTIVITY FUNDS** (continued)

Education Code 49431 and 49431.5 limit the number of fund raising events and types of food that may be sold on school grounds, see BP/AR 3550 - Other Food Sales. For a list of activities that may be prohibited on school grounds because of safety concerns, see AR 5142 - Safety. **For information regarding online fundraising, see BP 3290 - Gifts, Grants and Bequests.**

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the **fund-raising fundraising** events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and **are not in do not** conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

*(cf. 1321 - Solicitation of Funds from and by Students)*

***(cf. 3290 - Gifts, Grants and Bequests)***

*(cf. 3530 - Risk Management/Insurance)*

~~*(cf. 3554 - Other Food Sales)*~~

*(cf. 5030 - Student Wellness)*

*(cf. 5142 - Safety)*

*(cf. 5143 - Insurance)*

Note: Education Code 49431, **49431.2**, and 49431.5 **prescribe the types of foods and beverages that may be sold on school grounds limit the number of and restrict when fundraising events that involve the sale of noncompliant foods and beverages on school grounds may occur.** ~~and types of food that may be sold on school grounds.~~ See BP/AR 3550 **3554 - Other Food Sales.**

**Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.**

*(cf. 3554 - Other Food Sales)*

**Management and Reporting of Funds**

Note: Education Code 48937 requires the district to provide for the supervision of all funds raised by any student body organization or student organization using the name of the school. The acceptable investment and use of such funds are detailed in Education Code 48933, 48934, and 48936. The Fiscal Crisis **& and** Management Assistance Team (FCMAT) has developed the Associated Student Body Accounting Manual, Fraud Prevention Guide and & Desk Reference, available on its web site, to outline the district's fiscal and managerial responsibilities relative to these funds.

**STUDENT ACTIVITY FUNDS** (continued)

Student body funds shall be managed in accordance with law, **regulations, Board policies,** and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of **fund-raising fundraising** ventures, provide reliable financial information, **protect employees and volunteers from accusations of impropriety,** and reduce the risk **and promote the detection** of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

*(cf. 3400 - Management of District Assets/Accounts)*

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall **monitor the budget and** periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be **expended** ~~disbursed~~ according to procedures established by the student organization. All **expenditures** ~~disbursements~~ must be approved by a Board-designated **employee or** official, the certificated employee who is the **designated** student organization advisor, and a student organization representative. (Education Code 48933)

**Note: The following paragraph is optional. 5 CCR 4922 and 34 CFR 106.41 require districts to ensure that the district's athletic program provides equivalent opportunities for both sexes. The factors that districts must consider when determining whether equivalent opportunities are being provided include, but are not limited to, the provision of necessary funds, equipment, supplies, and travel allowances. See AR 6145.2 - Athletic Competition.**

**When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.**

*(cf. 6145.2 - Athletic Competition)*

**Note: Pursuant to Governmental Accounting Standards Board (GASB) Statement 84, if the district has administrative or direct financial involvement with the ASB's assets, as defined, the student activity fund may be considered a governmental fund subject to accounting and financial reporting**

**STUDENT ACTIVITY FUNDS (continued)**

within the district's funds. FCMAT's Fiscal Alert: GASB 84 and its Impact on Associated Student Body Accounts clarifies that, under state law, the district's considerable administrative involvement in both organized and unorganized ASBs means that ASBs will typically be considered governmental activities, rather than fiduciary responsibilities of the district. As such, ASB accounts should be reported in either a special reserve fund or the general fund. For further information see GASB 84, GASB's Implementation Guide No. 2019-2, Fiduciary Activities, and FCMAT's Fiscal Alert: GASB 84 and its Impact on Associated Student Body Accounts. Districts are encouraged to consult legal counsel in the determination of whether its ASB(s) are fiduciary or nonfiduciary in order to properly report the accounts.

**Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.**

Note: Because **an the** ASB is an entity of the district, ASB funds are reviewed as part of the annual audit of the district conducted pursuant to Education Code 41020, as specified below.

The Board shall provide an annual audit of student **organization** accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code 41020)

*(cf. 3460 - Financial Reports and Accountability)*

*Legal Reference: (see next page)*

## STUDENT ACTIVITY FUNDS (continued)

### Legal Reference:

#### EDUCATION CODE

35182.5 Non-nutritious foods and beverages, vending machines

35564 Funds, obligations of the student body

41020 Requirement for annual audit

48930-48938 Student body organization

49431 Sale of food and beverages, elementary school

**49431.2 Sale of food, middle and high schools**

49431.5 Sale of food and beverages, elementary, middle, and high schools

51520 School premise, prohibited solicitations

51521 Fund raising Fundraising projects

#### CODE OF REGULATIONS, TITLE 5

**4922 Nondiscrimination in intramural, interscholastic, and club activities**

15500 Food sales, elementary schools

15501 Food sales, middle high schools and junior high schools

#### CODE OF FEDERAL REGULATIONS, TITLE 34

**106.41 Nondiscrimination in athletic programs**

#### COURT DECISIONS

*Prince v. Jacoby*, (2002) 303 F.3d 1074

### Management Resources:

#### FISCAL CRISIS MANAGEMENT & ASSISTANCE TEAM PUBLICATIONS

**Fiscal Alert: GASB 84 and Its Impact on Associated Student Body Accounts, May 2020**

*Associated Student Body Accounting Manual, Fraud Prevention Guide and Desk Reference, 2015*

#### GOVERNMENTAL ACCOUNTING STANDARDS BOARD PUBLICATIONS

**Implementation Guide No. 2019-2, Fiduciary Activities, June 2019**

**Statement No. 84, January 2017**

#### WEB SITES

California Department of Education: <http://www.cde.ca.gov>

Fiscal Crisis Management & Assistance Team: <http://www.fcmat.org>

**Governmental Accounting Standards Board: [www.gasb.org](http://www.gasb.org)**



# CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3515.3(a)

## DISTRICT POLICE/SECURITY DEPARTMENT

Note: Education Code 38000 authorizes the **Governing** Board to establish a **district** police or security department and to employ personnel to ensure the safety of district students and staff and the security of district real and personal property. ~~The following optional policy may be revised as desired, including appropriate modifications to indicate whether the district has a "police" or "security" department.~~ **However, as amended by SB 98 (Ch. 24, Statutes of 2020), Education Code 38000 expresses legislative intent to encourage districts to redirect resources currently allocated to district police departments or to contracts with local law enforcement into student support services (e.g., mental health services) and professional development on cultural competency and restorative justice, if found to be a more appropriate use of resources based on student and school needs.**

**This policy and accompanying administrative regulation are for use by districts that choose to establish a district police or security department and may be revised to reflect district practice, including appropriate modifications to indicate whether the district has a "police" or "security" department. Pursuant to Government Code 7286, district police departments are required to establish policy on the use of force. See the section "Conduct of Officers" below and in the accompanying administrative regulation.**

**Districts that elect not to establish a police or security department, but instead contract with local law enforcement, should consider additional training requirements for any contracted peace officers to include, but not be limited to, professional development focused on cultural competency, restorative justice, and adolescent development as applied in public schools.**

To help **ensure protect** the safety of district students and staff and the security of district property, the Governing Board shall maintain a district police or security department. **The Board commits to providing a positive school climate, mental health services, other student support services, and restorative justice practices to resolve conflicts and reduce law enforcement interactions with students.**

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 1250 - Visitors/Outsiders)*

*(cf. 3515 - Campus Security)*

*(cf. 3515.2 - Disruptions)*

*(cf. 3515.5 - Sex Offender Notification)*

*(cf. 3516.2 - Bomb Threats)*

*(cf. 5131.4 - Student Disturbances)*

*(cf. 5131.5 - Vandalism and Graffiti)*

*(cf. 5131.6 - Alcohol and Other Drugs)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

*(cf. 5136 - Gangs)*

***(cf. 5141.5 - Mental Health)***

*(cf. 5142.1 - Identification and Reporting of Missing Children)*

*(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*

*(cf. 5145.12 - Search and Seizure)*

**DISTRICT POLICE/SECURITY DEPARTMENT** (continued)

**The Superintendent or designee shall provide training to staff regarding the role of district police or security officers and the appropriate circumstances for contacting such officers.**

Note: Pursuant to Penal Code 13651, as added by AB 846 (Ch. 322, Statutes of 2020), entities that employ peace officers are required to review the job description that is used in recruitment and hiring and make changes that emphasize community-based policing, familiarization between law enforcement and community residents, and collaborative problem solving while de-emphasizing the paramilitary aspects of the job.

In addition, the U.S. Department of Education's Guiding Principles: A Resource Guide for Improving School Climate and Discipline recommends that educators, rather than police or security officers, should handle student discipline issues.

Duties of district police officers or security officers shall be delineated in a job description developed by the Superintendent or designee. **Such duties shall focus on collaborative problem solving and, when circumstances warrant intervention with students, the use of positive and restorative approaches in accordance with Penal Code 1365. Job duties shall not include the handling of routine student disciplinary matters.**

*(cf. 4158/4258/4358 - Employee Security)*

*(cf. 4200 - Classified Personnel)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

Note: The district may select either or both options below depending on whether it has a "security" and/or "police" department.

**OPTION 1: (Security Department)**

Persons employed or assigned as school security officers shall serve as watchpersons, security guards, or patrolpersons on or about district premises to protect persons or property, prevent the theft or unlawful taking of district property, or report unlawful activity to the district and local law enforcement agencies. (Education Code 38001.5)

When district security officers are unable to perform their duties because of an emergency, including, but not be limited to, war, epidemic, fire, flood, or work stoppage, or when the emergency necessitates additional security services, the Board may contract with a private licensed security agency. In such cases, the Board shall make a specific finding that an emergency exists and shall include this finding in the Board minutes. (Education Code 38005)

**DISTRICT POLICE/SECURITY DEPARTMENT** (continued)**OPTION 2: (Police Department)**

Persons employed as members of the district police department, when appointed and duly sworn, are peace officers for the purposes of carrying out their duties pursuant to Penal Code 830.32. (Education Code 38001)

Note: AB 1436 (Ch. 292, Statutes of 2003) amended Education Code 35021.5 to delete the requirement that a school police reserve officer corps consist of unpaid volunteers. However, Education Code 35021.5 continues to express legislative intent that districts be allowed to use volunteer reserve officers to the extent necessary to provide a safe and secure school environment. The following **optional** paragraph is for use by districts that **have a police department and** choose to establish a reserve officer corps, and may be revised to reflect district practice. Education Code 35021.5 expresses legislative intent that districts be allowed to use volunteer reserve officers to the extent necessary to provide a safe and secure school environment.

The district's police department may be supplemented by a school police reserve officer corps, which may include unpaid volunteer reserve police officers. For the duration of their specific assignment, school police reserve officers shall have the same powers and duties as other school police officers. (Education Code 35021.5; Penal Code 830.6)

*(cf. 1240 - Volunteer Assistance)*

**Conduct of Officers**

The Board expects district police or security officers to cooperate and regularly communicate with local law enforcement agencies, and to work collaboratively with other district staff and community members to develop long-term, proactive approaches that address the conditions affecting school safety.

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

District police or security officers shall conduct themselves in ways that promote goodwill and cooperation on the part of students, district staff, and the general public. **District police or security officers shall not discriminate against or treat any person differently on the basis race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.**

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

**District police or security officers shall not solicit or collect information or documents**

**DISTRICT POLICE/SECURITY DEPARTMENT** (continued)

regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and/or federal law. (Education Code 234.7)

*(cf. 5145.13 - Response to Immigration Enforcement)*

Note: Pursuant to Government Code 7286, district police departments are required to adopt a policy by January 1, 2021 that provides a minimum standard on the use of force. See the accompanying administrative regulation for information about the required components of such policy.

Whenever possible, district police or security officers shall use tactics such as de-escalation techniques to mitigate the use of force. The district police department shall maintain and make accessible to the public a policy on the use of force in accordance with Government Code 7286 and consistent with district policy and administrative regulation. Officers shall periodically receive training regarding applicable district policies and the guidelines from the Commission on Peace Officer Standards and Training.

**Firearms Equipment**

Note: Penal Code 626.9 exempts peace officers from the Gun Free Schools Act, which prohibits the possession of a firearm on school grounds. Pursuant to Penal Code 830.32, the Board may determine whether or not its police officers will carry firearms. Education Code 38001.5 implies that security officers also may or may not be permitted to carry firearms.

**OPTION 1:** The Board authorizes district police or security officers to carry firearms in accordance with law, Board policy, and administrative regulations.

*(cf. 3515.7 - Firearms on School Grounds)*

**OPTION 2:** District police or security officers shall not carry firearms.

Note: The following paragraph may be used by all districts that maintain a police department.

The district police department shall be eligible to receive surplus military equipment pursuant to 10 USC 2576a only if, at a regularly scheduled public Board meeting, the Board approves the acquisition of such equipment after providing parents/guardians and members of the public an opportunity to comment on the proposed acquisition. The Board shall provide a detailed description of the function and purpose of the surplus military equipment, identify safe and secure storage for the equipment, and ensure that district police officers have adequate training in the safe use and handling of the equipment to be received. (Education Code 38004.5)

**DISTRICT POLICE/SECURITY DEPARTMENT (continued)**

**Records**

**District police or security officers shall not have access to student records, nor release student information to another person, agency, or organization, without written permission from the parent/guardian or adult student, unless specifically allowed or required by state or federal law. (Education Code 49076; 34 CFR 99.1)**

*(cf. 5125 - Student Records)*

**Records created and maintained by the district police or security department for a law enforcement purpose are not considered disclosable student records under the Family Educational Rights and Privacy Act. (34 CFR 99.3)**

*Legal Reference:*

EDUCATION CODE

**234.7 Student protections relating to immigration and citizenship status**

35021.5 School police reserve corps

38000-38005 Security and police departments

39672 School peace officers, fingerprinting

45122.1 Classified employees, conviction of a violent or serious felony

**45133.5 School police department, work schedule**

**49076 Student records**

49079 Notification to teacher; student who has engaged in acts constituting grounds for suspension or expulsion

BUSINESS AND PROFESSIONS CODE

7583-7583.46 Private patrol operators

FAMILY CODE

6240-6274 Emergency protective orders

GOVERNMENT CODE

3300-3312 Public safety officers, rights and protections

**7286-7286.5 Law enforcement use of force policies**

8597-8598 Peace officers

**12525.2 Reports of incidents involving peace officers**

PENAL CODE

290.45 Sex offenders, authority of peace officers

**626.9 Gun Free School Zone Act**

646.91 Emergency protective order for stalking

830-832.9 Peace officers, especially:

830.32 School district and community college police

830.6 Reserve police officers, powers and duties

832 Course of training prescribed by Commission on Peace Officer Standards and Training

832.2 School peace officers; training

832.7 Disclosure of personnel files in criminal or civil proceedings

*Legal Reference continued: (see next page)*

**DISTRICT POLICE/SECURITY DEPARTMENT (continued)**

*Legal Reference: (continued)*

PENAL CODE (continued)

**832.15-832.16 Notice of prohibition against possession of firearm**

836 Peace officers; warrants

12028.5 Taking custody of weapons

13510-13519.9-10 Standards for recruitment and training

**13651 Peace officers, job descriptions**

13700-13702 Response to domestic violence

WELFARE AND INSTITUTIONS CODE

707 List of crimes

828-828.1 Disclosure of information re minors by law enforcement agency

**UNITED STATES CODE, TITLE 10**

**2576a Surplus military equipment**

**CODE OF FEDERAL REGULATIONS, TITLE 34**

**99.1-99.67 Family Educational Rights and Privacy Act**

COURT DECISIONS

*San Diego Police Officers Association et al. v. City of San Diego Civil Service Commission et al., (2002) 104 Cal.App.4th 275 (2002)*

*Management Resources:*

CDE PUBLICATIONS

*Safe Schools: A Planning Guide for Action, 2002*

**COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING PUBLICATIONS**

**POST Use of Force Standards and Guidelines, November 2020**

**U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

**Guiding Principles: A Resource Guide for Improving School Climate and Discipline, 2014**

WEB SITES

*Commission on Peace Officer Standards and Training: <http://www.post.ca.gov>*

*California Attorney General's Office: <http://www.oag.ca.gov>*

*California Department of Education, Safe Schools and Violence Prevention Office:  
<http://www.cde.ca.gov/ls/ss>*

*Attorney General's Office, Crime and Violence Prevention Center: <http://www.safestate.org>*

*Commission on Peace Officer Standards and Training: <http://www.post.ca.gov>*

# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3515.3(a)

## DISTRICT POLICE/SECURITY DEPARTMENT

Note: **The following regulation is for use by districts whose Governing Board has established a police or security department pursuant to Education Code 38000.** Districts should revise the following **optional** regulation to reflect whether the district has a "police" or "security" department **as authorized by Education Code 38000.**

To be employed as district police or security officers, persons shall meet all the requirements for classified personnel in addition to specialized requirements as described below.

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*  
*(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)*  
*(cf. 4211 - Recruitment and Selection)*  
*(cf. 4212 - Appointment and Conditions of Employment)*  
*(cf. 4215 - Evaluation/Supervision)*

### Chief of Police/Chief of Security

The district police or security department shall be supervised by a chief of police or chief of security designated by the Superintendent and working under the Superintendent's direction. (Education Code 38000)

Note: Pursuant to Education Code 38000, the Board must set minimum qualifications for employment of the police chief or security chief, including but not limited to the qualifications described in the following paragraph. The district may expand the following paragraph to specify additional qualifications **if desired.**

Qualifications for the position of police or security chief include, but are not limited to, prior employment as a peace officer or completion of a peace officer training course approved by the Commission on Peace Officer Standards and Training **(POST)**. The police or security chief shall comply with this requirement within one year of initial employment in this position by the district. (Education Code 38000)

### Qualifications of Security Officers

Note: The following section is for use by districts that employ security officers pursuant to Education Code 38000 and 38001.5.

**Every A person employed as a** school security officer shall: (Education Code 38001.5)

1. Under the conditions described in Education Code 38001.5, submit **fingerprints** to the district **copies of his/her fingerprints** on forms or electronically, as prescribed by the Department of Justice

**DISTRICT POLICE/SECURITY DEPARTMENT (continued)**

2. Be determined to be a person not prohibited from employment by a school district pursuant to Education Code 44237 or 45122.1

*(cf. 3515.6 - Criminal Background Checks for Contractors)*

*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*

*(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)*

*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*

Note: Item #3 below is for use by districts that authorize security officers to carry firearms; see ~~BP 3515.3~~ **the accompanying Board policy. Pursuant to Penal Code 832.15-832.16, after receiving an applicant's or employee's fingerprints, the Department of Justice will notify the district as to whether the individual is prohibited from possessing a firearm.**

3. Be determined by the Department of Justice to be a person who is not prohibited from possessing a firearm ~~(Education Code 38001.5)~~

Note: Education Code 38001.5 requires security officers employed by the district to complete the training described below. Effective July 1, 2021, Education Code 38001.5 extends the training requirement to include security officers who work 20 hours per week or less. Education Code 38001.5 also requires that the district provide the training during regular work hours unless otherwise negotiated with the employee's exclusive representative. Districts that have otherwise negotiated this provision should modify the following paragraph accordingly.

**The district shall provide each** ~~Each employee who works more than 20 hours a week as a school security officer,~~ **during the employee's regular working hours,** ~~shall complete~~ a course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs in consultation with ~~the Commission on Peace Officer Standards and Training~~ **POST**. (Education Code 38001.5)

Note: The following paragraph is for use by districts that ~~require school~~ **authorize** security officers to carry a firearm; ~~while performing their duties, see the accompanying Board policy.~~

School security officers **who carry a firearm while performing their duties** shall additionally satisfy the training requirements of Penal Code 832. (Education Code 38001.5)

**Qualifications of Police Officers**

Note: The following section is for use by districts that employ police officers pursuant to Education Code 38000 and 38001.

Before exercising the powers of a peace officer, district police officers shall satisfactorily complete an introductory course of training prescribed ~~by the Commission on Peace Officer Standards and Training~~ **POST** and shall pass the ~~commission's~~ **POST** examination. (Penal Code 832, 832.3)



**DISTRICT POLICE/SECURITY DEPARTMENT** (continued)

If a **A** person **who** has passed this examination more than three years before being employed as a peace officer, or has a break in service of three or more years, **he/she** shall be required to pass the examination before beginning duties as a district police officer, unless **he/she meets criteria required by law exempted pursuant to Penal Code 832**. (Penal Code 832)

**Note: Pursuant to Penal Code 832.3, within two years of the date of first employment, district police officers must complete specialized training on the unique safety needs of a school environment. As a best practice, it is recommended that district police officers complete such specialized training prior to beginning employment with the district. Districts may revise the following paragraph to reflect district practice.**

**Within a reasonable time but not to exceed two years of the date of first employment, police officers shall complete supplementary specialized training approved by POST on the unique safety needs of a school environment. (Penal Code 832.3)**

Note: The following paragraph may be expanded to include other trainings provided by the district.

The Superintendent or designee may provide district police officers with additional training in other public safety skills, including but not limited to first aid, rescue, cardiopulmonary resuscitation, emergency medical technician training, juvenile procedures and specialized safety equipment. (Education Code 38002)

*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*

*(cf. 4231 - Staff Development)*

*(cf. 5141 - Health Care and Emergencies)*

Note: The following paragraph is for use by districts **whose Boards that** have established a school police reserve corps as authorized by Education Code 35021.5 and 38000; see **BP 3515.3 the accompanying Board policy**. **AB 1436 (Ch. 292, Statutes of 2003) amended Education Code 35021.5 to delete the requirement that such a reserve corps be unpaid volunteers.**

School police reserve officers shall complete a course of training directly related to the role of school police reserve officers as prescribed in Penal Code 832.2. (Education Code 35021.5)

### **Equipment**

Each district police or security officer shall wear a badge bearing the name of the district, carry an identification card bearing **his/her** a photograph and signature and the signature of the Superintendent, and carry any other identification data required by local law enforcement agencies. (Education Code 38003)

Note: Pursuant to Education Code 38003, the cost for the above items must be borne by the district. If a **uniform is not required**, **If the district does not require officers to wear a uniform**, the word "uniforms" should be deleted from the following paragraph.

**DISTRICT POLICE/SECURITY DEPARTMENT (continued)**

The district shall bear the cost of all required uniforms, equipment, identification badges, and cards. (Education Code 38003)

The **Board district** may provide and maintain motor vehicles for use by police or security department staff. When operated by a district officer in the performance of **his/her the officer's** duties, any vehicle is an authorized emergency vehicle and may be equipped and operated as such, as provided by the Vehicle Code. (Education Code 38004)

**Use of Force**

**Note: Government Code 7286.5, as added by AB 1196 (Ch. 324, Statutes of 2020), prohibits a law enforcement agency from authorizing the use of carotid restraints or choke holds, as defined.**

**District police or security officers shall not use a carotid restraint or choke hold involving the application of pressure to a person's neck, trachea, or windpipe. (Government Code 7286.5)**

**Note: Pursuant to Government Code 7286, district police departments are required to adopt policy on the use of force. Penal Code 13519.10 requires the Commission on Peace Officer Standards and Training (POST) to develop uniform, minimum guidelines for use in the development of local policies. These guidelines are contained in POST Use of Force Standards and Guidelines, available on the POST web site.**

**Districts may expand the following section to include the policy adopted by the district police department. Districts whose officers do not carry firearms should delete or revise items #4-5 and 17 below.**

**The district police department shall maintain a policy, consistent with guidelines provided by POST, that provides a minimum standard on the use of force and includes all of the following: (Government Code 7286; Penal Code 13519.10)**

- 1. A requirement that officers utilize de-escalation techniques, crisis intervention tactics, and other alternatives to force when feasible**
- 2. A requirement that officers only use a level of force that they reasonably believe is proportional to the seriousness of the suspected offense or the reasonably perceived level of actual or threatened resistance**
- 3. A requirement that officers report potential excessive force to a superior officer when present and observing another officer using force that the officer believes to be beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances based upon the totality of information actually known to the officer**

**DISTRICT POLICE/SECURITY DEPARTMENT (continued)**

- 4. Clear and specific guidelines regarding situations in which officers may or may not draw a firearm or point a firearm at a person**
- 5. A requirement that officers consider their surroundings and potential risks to bystanders, to the extent reasonable under the circumstances, before discharging a firearm**
- 6. Procedures for disclosing public records in accordance with Penal Code 832.7**
- 7. Procedures for the filing, investigation, and reporting of citizen complaints regarding use of force incidents**
- 8. A requirement that an officer intercede when present and observing another officer using force that is clearly beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances, taking into account the possibility that other officers may have additional information regarding the threat posed**
- 9. Comprehensive and specific guidelines regarding approved methods and devices available for the application of force**
- 10. An explicitly stated requirement that officers carry out duties, including use of force, in a manner that is fair and unbiased**
- 11. Comprehensive and specific guidelines for the application of deadly force**
- 12. Comprehensive and detailed requirements for prompt internal reporting and notification regarding a use of force incident, including reporting use of force incidents to the Department of Justice in compliance with Government Code 12525.2**
- 13. The role of supervisors in the review of use of force applications**
- 14. A requirement that officers promptly provide, if properly trained, or otherwise promptly procure medical assistance for persons injured in a use of force incident, when reasonable and safe to do so**
- 15. Training standards and requirements relating to demonstrated knowledge and understanding of the district's use of force policy by officers, investigators, and supervisors**

**DISTRICT POLICE/SECURITY DEPARTMENT (continued)**

- 16. Training and guidelines regarding vulnerable populations, including, but not limited to, children, elderly persons, people who are pregnant, and people with physical, mental, and developmental disabilities**
- 17. Comprehensive and specific guidelines under which the discharge of a firearm at or from a moving vehicle may or may not be permitted**
- 18. Factors for evaluating and reviewing all use of force incidents**
- 19. Minimum training and course titles required to meet the objectives in the use of force policy**
- 20. A requirement for the regular review and updating of the policy to reflect developing practices and procedures**

**Note: The following paragraph is optional.**

**The district prohibits retaliation against an officer or other district employee who reports a suspected violation of this policy by another officer.**

**Personnel Files**

**Note: The following section is for use by districts that have established a police department and may be adapted for use by districts that have established a security department.**

Before any record containing an adverse comment is placed in a **district** police officer's personnel file, **he/she the employee** shall read and sign the record indicating **he/she is aware awareness** of the comment. The **police** officer shall have 30 days to file a written response, which shall be attached to the adverse comment. (Government Code 3305-3306)

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

A police officer may inspect **his/her the** personnel file during usual business hours with no loss of compensation. If the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted and shall describe the reasons supporting those corrections or deletions. Within 30 days of the request, the Superintendent or designee shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. The Superintendent or designee shall state in writing the reasons for refusing any request. (Government Code 3306.5)

**DISTRICT POLICE/SECURITY DEPARTMENT (continued)**

**Disciplinary Action**

Note: The following section is for use by districts that have established a "police" department. When a district police officer is under disciplinary investigation, Government Code 3300 provides the officer with the right to receive copies of any reports or complaints made by investigators or other persons, except those that are confidential. The court in San Diego Police Officers Association et al. v. City of San Diego Civil Service Commission et al. ruled that personnel records of a public safety officer cannot be disclosed at public disciplinary appeal hearings without the officer's consent.

Any investigation of a district police officer that could lead to punitive action shall be conducted in accordance with Government Code 3303-3304.

If the Superintendent or designee decides to impose discipline following investigation and any predisciplinary response or procedure, ~~he/she shall notify~~ the police officer **shall be notified** in writing within 30 days of the decision, including the date that the discipline shall be imposed. (Government Code 3304)

***(cf. 4112.9/4212.9/4312.9 - Employee Notifications)***

Note: Pursuant to Government Code 3304.5, an administrative appeal initiated by a police officer shall be conducted in accordance with district rules and procedures. Districts should consult legal counsel prior to initiating discipline against a police officer or whenever an investigation is undertaken.

Any appeal by a police officer shall be conducted in accordance with Board policy and administrative regulation. (Government Code 3304.5)

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

(11/00 11/03) 3/21

# CSBA Sample Board Policy

## Business and Noninstructional Operations

BP 3600(a)

### CONSULTANTS

The Governing Board authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

Note: Labor Code ~~2750.3-2775~~, as added by AB ~~§ 2257~~ (Ch. ~~296-38~~, Statutes of ~~2019-2020~~), ~~recodifies is a recodification of~~ the three-part "ABC" test established in Dynamex Operations West, Inc. v. Superior Court of Los Angeles to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor. ~~Although Labor Code 2750.3 does not explicitly state whether it applies to public agencies, CSBA recommends that districts adhere to its provisions.~~

~~AB 5 also amended Unemployment Insurance Code 606.5 and 621 to incorporate the three part ABC test from the Dynamex decision. Since public school employers are subject to certain provisions in the Unemployment Insurance Code, districts should apply the three part ABC test to determine a worker's eligibility for unemployment benefits.~~

Pursuant to Labor Code ~~2750.3 2775~~, a person is considered to be an independent contractor rather than an employee if the person (1) is free from the control and direction of the district in connection with the performance of the work, (2) performs work that is outside the usual course of providing educational services, (i.e. services provided by the person's own independent business and not services that ordinarily would be performed by district employees), and (3) is customarily engaged in an independently established trade, occupation, or business.

~~Labor Code 2750.3 establishes exceptions to the use of the three part ABC test, including (1) when a person's status as an employee or independent contractor is defined by the Labor Code, Unemployment Insurance Code, or an applicable wage order of the Industrial Welfare Commission; (2) when a court rules that the three part test cannot be applied to a particular context; or (3) when specifically exempted within Labor Code 2750.3. Under the second and third scenarios, the determination of whether a person is an employee or independent contractor is then made pursuant to the court's decision in S.G. Borello & Sons, Inc. v. Department of Industrial Relations, which made employment status a fact dependent ruling based on the extent to which the employer had a right to control the work that was being done. Tutors are potentially exempted from the three part test in Labor Code 2750.3 if they develop and teach their own curriculum, but not if they teach a curriculum created by a public school or contract with a public school through a referral company.~~

As this area of law is complex and may alter the legal and financial obligations of the district to particular workers (e.g., eligibility for workers compensation, unemployment and disability insurance benefits, and district health and welfare benefits), legal counsel should be consulted when questions arise regarding the status of those who provide services to the district for remuneration.

**CONSULTANTS** (continued)

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor.

A person, ~~firm, or organization~~ **providing labor or services for remuneration** shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code ~~2750.3-2775~~)

1. The person ~~or entity~~ is free from the control and direction of the district in connection with the performance of the work.
2. The person ~~or entity~~ is performing work that is outside the usual course of the district providing educational services.
3. The person ~~or entity~~ is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

Note: Labor Code ~~2750.3-2775-2785~~, as added by AB 2257 and amended by AB 323 (Ch. 341, Statutes of 2020), establishes exceptions to the use of the three-part ABC test, including (1) when a person's status as an employee or independent contractor is ~~defined~~ **expressly made** by the Labor Code, Unemployment Insurance Code, or an applicable wage order of the Industrial Welfare Commission, **in which case the status remains in effect for purposes set forth in those provisions**; (2) when a court rules that the three-part test cannot be applied to a particular context; or (3) when specifically exempted **from the three-part test by** ~~within~~ Labor Code ~~2750.3-2776-2785~~. Under the second and third scenarios, **with the exception of exemptions pursuant to Labor Code 2779**, the determination of whether a person is an employee or independent contractor is ~~then~~ made pursuant to the court's decision in S.G. Borello & Sons, Inc. v. Department of Industrial Relations, which ~~made~~ **found** employment status **to be** a fact-dependent ruling based on the extent to which the employer had a right to control the work that was being done. **Pursuant to Labor Code 2776, the rule in Borello applies to "business-to-business" exceptions (including when a sole proprietor or business entity contracts to provide services to a public agency) when specified conditions are met. Additionally, tutors are potentially excepted from the three-part test in Labor Code 2750.3-2775 if they develop and teach their own curriculum, but not if they teach a curriculum created by a public school or contract with a public school through a referral company.**

~~Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)~~ **The determination of whether an individual acting as a sole proprietor or a firm or other business organization is an independent contractor shall be made in accordance with Labor Code 2775-2785, as applicable.**

All consultant contracts shall be brought to the Board for approval.

*(cf. 3311 - Bids)*

*(cf. 3312 - Contracts)*

*(cf. 4132/4232/4332 - Publication or Creation of Materials)*

**CONSULTANTS** (continued)

**Note: Government Code 12940, as amended by AB 3364 (Ch. 36, Statutes of 2020), changes the term "military and veteran status" to "veteran or military status."**

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, **ethnicity**, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, **military and** veteran **or military** status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 0415 - Equity)*

*(cf. 4030 - Nondiscrimination in Employment)*

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

*(cf. 9270 - Conflict of Interest)*

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.

Note: Pursuant to Government Code 12940, certain protections afforded to employees are extended to independent contractors; see BP/AR 4030 - Nondiscrimination in Employment. Government Code 12940 also provides that the district may be held liable for sexual harassment committed against employees by nonemployees, including independent contractors, if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)



## CONSULTANTS (continued)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)

### Legal Reference:

#### EDUCATION CODE

220 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

#### GOVERNMENT CODE

12940 Unlawful employment practices

53060 Contract for special services and advice

82019 Designated employee; **definition**

87302 Conflict of interest code

#### LABOR CODE

~~2750.3-2775-2787 ABC three part test: employees and independent contractors~~ **Worker status: employees**

#### UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status

621 ~~Employer and e~~Employee defined

#### CODE OF REGULATIONS, TITLE 2

18700.3 Consultant

#### COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903

S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

(10/96 12/19) 3/21

# 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
<b>I. To All Employees</b>			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually <b>to all employees</b> , and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information <b>on pesticides</b>
<b>To all employees, p</b> Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
<b>To all employees, p</b> Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually <b>to all employees</b>	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 <b>to all employees</b>	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)**

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. To All Employees (continued)</b>			
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	BP 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
<b>To new employees upon hire and other employees upon request, in districts with 25 or more employees</b>	<b>Labor Code 230.1</b>	<b>AR 4161.2 4261.2 4361.2</b>	<b>Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse</b>
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
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

E 4112.9(c)  
4212.9  
4312.9

**EMPLOYEE NOTIFICATIONS (continued)**

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. To All Employees (continued)</b>			
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	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
<b>Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable</b>	<b>Labor Code 6409.6</b>	<b>AR 4157 4257 4357</b>	<b>Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan</b>
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 AR 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 (CFRA); obligation to provide 30 days' notice of need for leave when possible
<b>To all employees</b>	<b>8 CCR 3203</b>	<b>AR 4157 4257 4357</b>	<b>The right and procedure to access the injury and illness prevention program</b>

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
<b>I. To All Employees (continued)</b>			
<b>To all employees</b>	<b>34 CFR 106.8</b>	<b>AR 4119.11 4219.11 4319.11</b>	<b>Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights</b>
Annually <del>to all employees</del>	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress
<b>II. To Certificated Employees</b>			
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(e)  
4212.9  
4312.9

**EMPLOYEE NOTIFICATIONS (continued)**

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>II. To Certificated Employees (continued)</b>			
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 <b>certificated probationary and temporary certificated</b> employees upon employment, <b>and to nonpermanent employees and every July thereafter in July of each school year</b>	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	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
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 <b>a</b> second-year probationary employees	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal

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
<b>II. To Certificated Employees (continued)</b>			
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
<del>On or before June 30, Before the end of the school year</del> 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
<b>III. To Classified Employees</b>			
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing
<del>To classified employees at</del> 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
<del>To classified employees at</del> 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 <del>classified</del> permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave

E 4112.9(g)  
4212.9  
4312.9

**EMPLOYEE NOTIFICATIONS (continued)**

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. To Classified Employees (continued)</b>			
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 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions
<b>IV. To Administrative/Supervisory Personnel</b>			
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 <del>release or</del> 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
<b>V. To Individual Employees Under Special Circumstances</b>			
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



E 4112.9(h)  
4212.9  
4312.9

**EMPLOYEE NOTIFICATIONS (continued)**

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>V. To Individual Employees Under Special Circumstances (continued)</b>			
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
<b>To district police officer, within 30 days of decision to impose discipline</b>	<b>Government Code 3304</b>	<b>AR 3515.3</b>	<b>Decision to impose discipline, including the date that discipline will be imposed</b>
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
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 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	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

**EMPLOYEE NOTIFICATIONS (continued)**

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>V. To Individual Employees Under Special Circumstances (continued)</b>			
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
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

(3/20 5/20) 3/21

# CSBA Sample Administrative Regulation

All Personnel

AR 4161.2(a)

4261.2

**PERSONAL LEAVES**

4361.2

Note: The following administrative regulation is subject to collective bargaining agreements.

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

Note: ~~As provided in the following paragraph,~~ Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state codes (e.g., Education Code, Military and Veterans Code). Districts should consult legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

*(cf. 4121 - Temporary/Substitute Personnel)*

## **Bereavement**

Note: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below and enlarge the benefits provided by law. The following two paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

*(cf. 4161/4261/4361 - Leaves)*

Members of the immediate family include: (Education Code 44985, 45194)

1. The mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister

## PERSONAL LEAVES (continued)

### 3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

#### Personal Necessity

Note: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in their collective bargaining agreement or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use a maximum of seven days [for certificated employees and ten days for classified employees](#), of their accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

*(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)*

*(cf. 4261.1 - Personal Illness/Injury Leave)*

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family [or death of a personal friend](#) when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee or [his/her the employee's](#) property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

Note: [Pursuant to](#) Education Code 44981, [provides that](#) a certificated employee may use personal necessity leave for the serious illness of a member of [his/her the employee's](#) immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, [as amended by AB 1522 \(Ch. 319, Statutes of 2014\)](#), which allow the use of sick leave for the need of the employee or [his/her](#) family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which [expand include in](#) the definition of "family member" [to include](#) a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

**PERSONAL LEAVES** (continued)

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, or spouse/registered domestic partner; or the employee's own serious health condition.

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

Note: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

Note: Items #5 and #6 are **optional** and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether **or not** a request reflects personal necessity.

Note: The following paragraph is **optional**. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in items #1-2 above and by certificated employees for the reasons specified in items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations, employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or the California Family Rights Act (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

## PERSONAL LEAVES (continued)

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of **his/her the employee's** immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or where the need for leave is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

Note: Education Code 44981 and 45207 **mandate** the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to **his/her the employee's** immediate supervisor.

## Legal Duties

Note: Pursuant to Education Code 44037, it is unlawful for the district or personnel commission to (1) adopt any rule, regulation, or policy that encourages employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that **he/she the employee** seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of **his/her the employee's** service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in items #1-2 below.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between **his/her the employee's** regular earnings and any amount received for jury fees. (Education Code 44037)

## PERSONAL LEAVES (continued)

Note: The following **optional** paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between ~~his/her~~ **the employee's** regular earnings and any jury fees ~~he/she~~ received.

Note: The following paragraph is **optional**. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. Districts that do not grant such leave should delete this paragraph.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between ~~his/her~~ **the employee's** regular earnings and any witness fees ~~he/she~~ received.

### Leaves for Crime Victims **for Judicial Proceedings**

Note: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee may be absent from work in order to attend judicial proceedings related to a crime when ~~he/she~~ **the employee** is a victim, or an immediate family member, registered domestic partner, or child of a registered domestic partner of a victim, of any of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

Note: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

## PERSONAL LEAVES (continued)

Prior to taking time off, an employee shall give ~~his/her supervisor~~ **the Superintendent or designee** a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

### Leaves for Victims of ~~Domestic Violence, Sexual Assault and Stalking~~ **Crime or Abuse**

Note: Labor Code 230 and 230.1 allow employees **who are victims of domestic violence, sexual assault, or stalking** to use their available vacation, personal leave, or compensatory time off for the purposes described in items #1-5 below and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. **Pursuant to Labor Code 230.1, items #2-5 apply to districts with 25 or more employees.**

**As amended by AB 2992 (Ch. 224, Statutes of 2020), Labor Code 230 and 230.1 expand these provisions to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime.**

An employee who is a victim of domestic violence, sexual assault, or stalking, **who is a victim of a crime that caused physical injury or that caused mental injury with a threat of physical injury, or whose immediate family member, as defined, is deceased as the direct result of a crime as defined by law** may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to ~~him/her~~ **the employee** under the terms of ~~his/her employment~~ to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or ~~his/her~~ **the employee's** child
2. Seek medical attention for injuries caused by ~~domestic violence, sexual assault, or stalking~~ **crime or abuse**
3. Obtain services from a domestic violence shelter, program, ~~or~~ rape crisis center, **or victim services organization or agency** as a result of ~~domestic violence, sexual assault, or stalking~~ **the crime or abuse**



**PERSONAL LEAVES** (continued)

4. Obtain psychological counseling **or mental health services** related to an experience of ~~domestic violence, sexual assault, or stalking~~ **crime or abuse**
5. Participate in safety planning and take other actions to increase safety from future ~~domestic violence, sexual assault, or stalking~~ **crime or abuse**, including temporary or permanent relocation

**Note: Pursuant to Labor Code 230, as amended by AB 2992, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution agency) or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf.**

Prior to taking time off, an employee shall give reasonable notice to ~~his/her supervisor~~ **the Superintendent or designee**, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim ~~of domestic violence, sexual assault, or stalking~~
2. A court order protecting or separating the employee from the perpetrator of ~~an act of domestic violence, sexual assault, or stalking,~~ **the crime or abuse**, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, **victim advocate**, or counselor that the employee was undergoing treatment **or receiving services** for physical or mental injuries or abuse resulting in victimization from ~~an act of domestic violence, sexual assault, or stalking~~ **the crime or abuse**
4. **Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1**

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

## PERSONAL LEAVES (continued)

Note: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify their employees of their rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, available on the web site of the Department of Industrial Relations, or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form. As amended by AB 2992, Labor Code 230.1 requires the Labor Commissioner to revise the form by January 1, 2022. Until that form is revised, the district should update its form to reflect current law.

The Superintendent or designee shall inform employees of their rights pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

### Personal Leave for Child-Related Activities

Note: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion. ~~SB 579 (Ch. 802, Statutes of 2015) amended Labor Code 230.8 to expand the purposes of leave for child related activities to include enrolling or reenrolling a child in a school or with a licensed child care provider and addressing a school or child care emergency, as defined.~~

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using the leave is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll ~~his/her~~ a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:

**PERSONAL LEAVES** (continued)

- a. A request by the school or child care provider that the child be picked up
- b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
- c. Behavioral or discipline problems
- d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
- e. A natural disaster, including, but not limited to, fire, earthquake, or flood

(cf. 5148 - Child Care and Development)

Note: SB 579 (Ch. 802, Statutes of 2015) amended Labor Code 230.8 to expand the definition of "parent" to add a stepparent, foster parent, or person who stands in loco parentis to the child.

For purposes of this leave, *parent/guardian* includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

Note: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following **optional** paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that ~~he/she~~ **the employee** engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

**Service on Education Boards and Committees**

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission,

**PERSONAL LEAVES** (continued)

committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

**Employee Organization Activities**

Note: The following **optional** section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that certificated and classified employees may take time off without loss of compensation to serve as elected officers of their local, statewide, or national employee organization. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. (Education Code 44987, 45210)

*(cf. 4140/4240/4340 - Bargaining Units)*  
*(cf. 4143/4243 - Negotiations)*

Note: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. The maximum amount of service credit an employee may earn cannot exceed 12 years. Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

AR 4161.2(k)  
4261.2  
4361.2

## PERSONAL LEAVES (continued)

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

### Religious Leave

Note: The following **optional** section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

Note: The following **optional** paragraph reflects the California Supreme Court's interpretation of Article I, Section 8 of the California Constitution as stated in [Rankin v. Commission on Professional Competence](#).

~~The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.~~

~~No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.~~

### Spouse on Leave from Military Deployment

Note: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

AR 4161.2(1)  
4261.2  
4361.2

## **PERSONAL LEAVES (continued)**

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that **his/her the employee's** spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that **his/her the employee's** spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of **his/her the** intention to take the leave. The employee shall submit written documentation certifying that **his/her the employee's** spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

### **Leave for Emergency Duty**

Note: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Note: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

### **Civil Air Patrol Leave**

Note: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

AR 4161.2(m)  
4261.2  
4361.2

## **PERSONAL LEAVES (continued)**

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to ~~him/her~~ **the employee**, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

### *Legal Reference:*

#### EDUCATION CODE

44036-44037 Leaves of absence for judicial and official appearances  
44963 Power to grant leaves of absence (certificated)  
44981 Leave of absence for personal necessity (certificated)  
44985 Leave of absence due to death in immediate family (certificated)  
44987 Service as officer of employee organization (certificated)  
44987.3 Leave of absence to serve on certain boards, commissions, etc.  
45190 Leaves of absence and vacations (classified)  
45194 Bereavement leave of absence (classified)  
45198 Effect of provisions authorizing leaves of absence  
45207 Personal necessity (classified)  
45210 Service as officer of employee organization (classified)  
45240-45320 Merit system, classified employees

#### EVIDENCE CODE

1035.2 Sex assault counselor; definition  
1037.1 Domestic violence counselor; definition

#### FAMILY CODE

297-297.5 Registered domestic partner rights, protections, and benefits

#### GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations  
12945.1-12945.2 California Family Rights Act

#### LABOR CODE

230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies  
230.3 Leave for emergency personnel  
230.4 Leave for volunteer firefighters  
230.8 Leave to visit child's school  
233 Illness of child, parent, spouse, domestic partner or domestic partner's child  
234 Absence control policy  
246.5 Paid sick days, purposes for use  
1500-1507 Civil Air Patrol leave

*Legal Reference continued: (see next page)*

## PERSONAL LEAVES (continued)

### *Legal Reference: (continued)*

#### MILITARY AND VETERANS CODE

395.10 *Leave when spouse on leave from military deployment*

#### PENAL CODE

667.5 *Violent felony, defined*

1192.7 *Serious felony, defined*

#### CALIFORNIA CONSTITUTION

*Article I, Section 8 Religious discrimination*

#### UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act*

#### UNITED STATES CODE, TITLE 42

2000d-2000d-7 *Title VII, Civil Rights Act of 1964*

#### COURT DECISIONS

*Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167*

#### PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

*Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954*

### *Management Resources:*

#### WEB SITES

**California Department of Industrial Relations: <http://www.dir.ca.gov>**

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>



# CSBA Sample Administrative Regulation

All Personnel

AR 4161.8(a)  
4261.8  
4361.8

## FAMILY CARE AND MEDICAL LEAVE

Note: The following **optional** administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act(cfRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under **California state** law, an employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, legal counsel should be consulted as needed.

~~As amended by AB 1556 (Ch. 799, Statutes of 2017), Government Code 12945 and 12945.2 delete references to females with regard to pregnancy disability leave and clarify that all employees are protected against pregnancy discrimination regardless of their gender identity.~~

The district shall not deny any eligible employee the right to family care, **or** medical **leave**, ~~or pregnancy disability leave (PDL)~~ pursuant to the Family and Medical Leave Act (FMLA), **or** the California Family Rights Act(CFRA), **or leave for pregnancy disability pursuant to California Pregnancy Disability Leave (PDL),** ~~or the Fair Employment and Housing Act (FEHA)~~ nor restrain or interfere with the employee's exercise of such right. In addition, ~~the~~ district shall not **interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district** discharge, ~~an employee or~~ **discriminate against,** or retaliate against **an employee** ~~him/her~~ for taking such leave, ~~or for his/her opposition to or challenge of~~ **opposing or challenging any unlawful district employment** practice in relation to any of these laws, ~~or for his/her involvement~~ **being involved** in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4033 - Lactation Accommodation)*

## Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

**Note: Government Code 12945.2, as amended by SB 1383 (Ch. 86, Statutes of 2020), includes a child of a registered domestic partner in the definition of "child" for purposes of CFRA leave.**

## FAMILY CARE AND MEDICAL LEAVE (continued)

*Child* (~~son or daughter~~) means a biological, adopted, or foster child; a stepchild; a legal ward; or a **child person** to whom the employee stands in *loco parentis*; ~~as long as the child is under 18 years of age or an adult dependent child.~~ **For purposes of CFRA leave, child also includes a child of a registered domestic partner.** (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

*Eligible employee*, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district ~~during the previous 12-month period~~ **during the 12 months immediately preceding the leave.** However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

***Eligible family member* means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)**

*Employee disabled by pregnancy* means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

*Parent* means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Note: For purposes of CFRA leave, Government Code 12945.2, as amended by SB 1383, includes an employee's grandparent, grandchild, sibling, and registered domestic partner with a serious health condition as one for whom an employee may take family care and medical leave.
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## FAMILY CARE AND MEDICAL LEAVE (continued)

*Serious health condition* means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or **an eligible family member of the employee** ~~his/her child, parent, or spouse,~~ that involves either **of the following inpatient care or continuing treatment, including treatment for substance abuse, as follows:** (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, **2612**; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when **formally admitted to** a health care facility ~~formally admits him/her to the facility~~ with the expectation **of that he/she will remain** overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

*Incapacity* means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
  - a. A period of incapacity of more than three consecutive full days
  - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
  - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
  - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
  - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

*Spouse* means a partner in marriage as defined in Family Code 300, including same sex partners in marriage ~~or~~. **For purposes of CFRA leave, spouse also includes** a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

## FAMILY CARE AND MEDICAL LEAVE (continued)

### Eligibility

Note: Pursuant to Government Code 12945.2 and 29 USC 2611-2612, **require** a district **is required** to grant family care and medical leave to an eligible employee for any of the reasons stated below. These requirements **generally** apply to **all public agencies regardless of the number of employees.** ~~circumstances where the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed.~~

Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, ~~12945.6~~; 29 USC 2612; 29 CFR 825.112, **825.126, 825.127**)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To care for ~~the employee's child, parent, or spouse~~ **the employee's eligible family member** with a serious health condition
3. The employee's own serious health condition that makes **the employee** ~~him/her~~ unable to perform one or more essential **job** functions of ~~his/her~~ **the** position

Note: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, ~~son, daughter~~ **child**, or parent who is a military member is on covered active duty during deployment to a foreign country. **Government Code 12945.2, as amended by SB 1383, provides exigency leave under CFRA for an employee whose registered domestic partner is on active duty.** For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. Any qualifying exigency arising out of the fact that the employee's spouse, child, ~~or~~ parent, **or, for CFRA leave only, a registered domestic partner**, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

Note: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

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## FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

### Terms of Leave

Note: Leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would be 12 work weeks. **However, when they do not run concurrently, an employee may be eligible for up to 12 work weeks under both CFRA and FMLA, for a total of 24 work weeks.**

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. **In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks.** (Government Code 12945.2; 29 USC 2612)

This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

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## FAMILY CARE AND MEDICAL LEAVE (continued)

Note: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months. **For employees who work 40 hours per week, PDL leave is defined as 17-1/3 weeks, 122 days, or 693 hours.**

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

Note: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, an employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Note: **Government Code 12945.6, which limited the amount of leave related to the birth or placement of a child to a combined total of 12 work weeks when both parents work for the district, was repealed by SB 1383, thereby allowing both parents to take up to 12 work weeks of leave for this purpose. Although 29 USC 2612 allows the district to limit the aggregate number of work weeks of leave to which two parents may be entitled when both parents work for the district, such leave is covered under both FMLA and CFRA and state law prevails since it provides greater rights to employees. The following optional paragraph is for use by districts that choose to limit family care and medical leave related to the birth or placement of a child to a total of 12 work weeks when both parents work for the district, as authorized by Government Code 12945.2 and 12945.6. However, pursuant to 2 CCR 11088, such limit on employees' entitlement to family care and medical leave for any other qualifying purpose is prohibited.**

**If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks.**

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## FAMILY CARE AND MEDICAL LEAVE (continued)

**Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2, 12945.6; 2 CCR 11088; 29 USC 2612)**

### Use/Substitution of Paid Leave

Note: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave **or PDL**. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee. ~~The district and employee may also negotiate for the employee's use of any paid or unpaid time off instead of using the employee's CFRA leave.~~

**An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2, 12945.6; 2 CCR 11044, 11092; 29 USC 2612)**

Note: The following paragraph is for use with either option above.

The district and employee may also **negotiate for the employee's come to agreement regarding the** use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

## FAMILY CARE AND MEDICAL LEAVE (continued)

*(cf. 4141/4241 - Collective Bargaining Agreement)*  
*(cf. 4161/4261/4361 - Leaves)*  
*(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)*  
*(cf. 4261.1 - Personal Illness/Injury Leave)*

### Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse **eligible family member** may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. **(Government Code 12945.2;** 2 CCR 11042, 11090; 29 USC 2612)

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

Note: Pursuant to 2 CCR 11090, the minimum duration of CFRA parental leave for the birth, adoption, or foster care placement of a child is generally two weeks. However, the district must grant a request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.

Note: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.



## **FAMILY CARE AND MEDICAL LEAVE (continued)**

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

### **Request for Leave**

Note: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an employee's refusal to provide further information, legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, **the employee he/she** must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Note: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of

## FAMILY CARE AND MEDICAL LEAVE (continued)

such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

Note: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

### Certification of Health Condition

Note: The following **optional** section is for use by districts that require an employee to submit a medical certification of the need for ~~leave along with the request for PDL or~~ family care and medical leave for ~~his/her~~ **an employee's own serious health condition or to care for a-the employee's eligible family member child, parent, or spouse with a serious health condition.** In order to help avoid claims of discrimination, the district should generally treat all **such** employees uniformly; thus, districts using this section should request a medical certification from all **such** employees.

Districts requiring written medical certification from employees ~~who request reasonable accommodation, transfer, or disability leave because of pregnancy~~ may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR ~~11050 or 11097, as applicable.~~

Within five business days of an employee's request for family care and medical leave for ~~his/her own or his/her child's, parent's, or spouse's~~ **the** serious health condition **of the employee or an eligible family member**, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon

## FAMILY CARE AND MEDICAL LEAVE (continued)

receiving the district's request, the employee shall provide the certification within 15 **calendar** days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR **11087**, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

Note: Item #3 below addresses an eligible employee's request for leave to care for ~~his/her child, parent, or spouse~~ **an eligible family member**. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved. **The U.S. Department of Labor (DOL) provides a form, Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, that districts may use for this purpose to avoid unauthorized disclosure of the serious health condition.**

3. If the employee is requesting leave to care for ~~a child, parent, or spouse~~ **an eligible family member** with a serious health condition, both of the following:
  - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of ~~the child, parent, or spouse~~ **the eligible family member** during a period of the treatment or supervision
  - b. Estimated amount of time the health care provider believes the employee needs to care for the ~~child, parent, or spouse~~ **eligible family member**
4. If the employee is requesting leave because of ~~the employee's~~ **his/her** own serious health condition, a statement that due to the serious health condition, ~~the employee~~ **he/she** is unable to work at all or is unable to perform one or more essential **job** functions **of the position** ~~of his/her job~~
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

## FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit an employer from requesting or requiring genetic information of employees or family members of employees unless specifically authorized by law making a non-job related inquiry into an employee's genetic information. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. **(Government Code 12940)**

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee ~~doubts~~ **has a good faith objective reason to doubt** the validity of a certification that accompanies a request for leave for the employee's own serious health condition, **the Superintendent or designee he/she** may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

### **Certification for PDL**

Note: The following **optional** section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL. Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050 or 11097, as applicable.

~~For PDL,~~ The Superintendent or designee shall request that **the an** employee **who is requesting PDL** provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The

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## FAMILY CARE AND MEDICAL LEAVE (continued)

Superintendent or designee may request certification at some later date if **the Superintendent or designee he/she** has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 **calendar** days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

~~Note: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit employers from requesting or requiring genetic information of employees or family members of employees unless specifically authorized by law. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.~~

~~The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.~~

## Release to Return to Work

Note: The following **optional** section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from **the employee's his/her** health provider, stating that **the employee he/she** is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, **the any** fitness-for-duty examination is job related and consistent with business necessity, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

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## FAMILY CARE AND MEDICAL LEAVE (continued)

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the **employee's** essential **job** functions **of his/her job** with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for **the employee's** **his/her** own serious health condition, the employee shall present certification from the health care provider **of the employee's ability that he/she able** to resume work. The certification shall address the employee's ability to perform the essential **job** functions of **his/her job the position**.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

### Rights to Reinstatement

Note: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position **upon when he/she** returns from such leave. However, such an employee has no greater right to reinstatement or other benefits than **the employee** he/she would have if ~~he/she had been continuously employed~~ **employment had been continuous**. ~~In addition, in certain situations described below, the district may be relieved of the obligation to reinstate an employee.~~ **As amended by SB 1383, Government Code 12945.2 eliminates the district's authority to deny reinstatement of a "key employee" in certain situations.**

~~The process for determining whether an employee is a "key employee" to whom the guarantee of reinstatement would not apply requires a detailed analysis and specific notifications to the employee. Legal counsel should be consulted if the district intends to deny leave or reinstatement.~~

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

~~However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)~~

- ~~1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.~~
- ~~2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.~~

## FAMILY CARE AND MEDICAL LEAVE (continued)

~~3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.~~

*(cf. 4117.3 - Personnel Reduction)*

*(cf. 4217.3 - Layoff/Rehire)*

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

### Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, ~~he/she the employee~~ shall maintain ~~his/her employee~~ status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

Note: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before ~~the employee he/she~~ took the leave. The employee shall reimburse the district for premiums paid during the leave if ~~the employee he/she~~ fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond ~~the employee's his/her~~ control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

## FAMILY CARE AND MEDICAL LEAVE (continued)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

### Military Family Leave Resulting from Qualifying Exigencies

Note: The following **optional** section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country. **Pursuant to Government Code 12945.2, as amended by SB 1383, an employee may take unpaid leave under CFRA to attend to an exigency involving the employee's registered domestic partner.**

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to ~~the U.S. Department of Labor's (DOL)~~ **DOL's** Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee may take all 12 weeks of ~~his/her~~ FMLA leave entitlement as a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

~~Because CFRA does not cover similar leave, CFRA leave is not exhausted when utilizing military family leave.~~

An eligible employee may take up to 12 work weeks of unpaid FMLA/**CFRA** leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while ~~his/her~~ **the employee's** child, parent, ~~or~~ spouse, **or, for purposes of CFRA leave, registered domestic partner**, who is a military member is on covered active duty or on call to covered active duty status. (**Government Code 12945.2**; 29 USC 2612; 29 CFR 825.126)

*Covered active duty* means, **for members of the Regular Armed forces**, duty during the deployment of a member of the regular Armed Forces to a foreign country ~~or~~ **and, for members of the Reserve components of the Armed forces**, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. **Deployment to a foreign county includes deployment to international waters.** (29 USC 2611; 29 CFR 825.126)



## FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "~~any~~ other events" agreed to by the district and the employee. As an example of such other event, DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers and the California Department of Human Resources' Questions and Answers - Military Family Leave - FMLA list leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

*Qualifying exigencies* include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 **calendar** days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

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## FAMILY CARE AND MEDICAL LEAVE (continued)

Note: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its web site.

The following paragraph is **optional** and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of **his/her** accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

### Military Caregiver Leave

Note: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. ~~As is the case with other FMLA leaves, only districts that employ at least 50 employees within 75 miles of the worksite where the employee requesting the leave is employed are required to grant the military caregiver leave; see the section entitled "Eligibility" above.~~ According to DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, **son, daughter child**, parent, or

## FAMILY CARE AND MEDICAL LEAVE (continued)

next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

*Covered servicemember* may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Note: Unlike the provisions for other FMLA/CFRA leave, 29 CFR 825.127 places no age limit on the definition of "~~son or daughter~~ **child**," as detailed below. In addition, 29 CFR 825.127 defines "next of kin" of a covered servicemember in relation to military caregiver leave.

~~Son or daughter~~ **Child** of a covered servicemember means the **covered servicemember's** biological, adopted, or foster child, stepchild, legal ward, or **a child of any age** for whom the covered servicemember stood in *loco parentis*, **and who is of any age**. (29 CFR 825.127)

*Parent of a covered servicemember* means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

*Next of kin* means the nearest blood relative to the covered servicemember, **other than the spouse, parent, son, or daughter or child, unless** or as designated in writing by the covered servicemember. (29 USC 2611, 2612; **29 CFR 825.127**)

*Outpatient status* means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Note: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for *veterans*, as provided below. Pursuant to 29 CFR 825.127, one of the four conditions listed in item #2 below must be present for a veteran's injury or illness to qualify as a "serious injury or illness" for the purpose of this leave.

## FAMILY CARE AND MEDICAL LEAVE (continued)

*Serious injury or illness* means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
  - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered **the servicemember** ~~him/her~~ unable to perform the duties of **the servicemember's** ~~his/her~~ office, grade, rank, or rating
  - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
  - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to **the servicemember's** ~~his/her~~ military service or that would do so but for treatment received by the veteran
  - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

Note: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 ~~and 825.303~~ requires the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

Note: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

## FAMILY CARE AND MEDICAL LEAVE (continued)

The following paragraph is **optional**. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

Note: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other **family care and medical** leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of **his/her** accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

### Notifications

Note: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the web sites of the California Department of Fair Employment and Housing and the DOL.

## FAMILY CARE AND MEDICAL LEAVE (continued)

Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

Note: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following **optional** paragraph is for use by districts that require employees to provide advance notice.

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)

(cf. 4112.9/4212.9/4312.9 - *Employee Notifications*)

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
  - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

**FAMILY CARE AND MEDICAL LEAVE (continued)**

Note: Item #3b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- ~~e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial~~
- f.e.** The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g.f.** The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

- 4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

Note: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

## **Records**

Note: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

*Legal Reference: (see next page)*



## FAMILY CARE AND MEDICAL LEAVE (continued)

### Legal Reference:

#### EDUCATION CODE

44965 Granting of leaves of absence for pregnancy and childbirth

#### FAMILY CODE

297-297.5 Rights, protections, and benefits under law; registered domestic partners

300 Validity of marriage

#### GOVERNMENT CODE

12926 Fair employment and housing act, definitions

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

~~12945.6 Parental leave~~

12946 Fair Employment and Housing Act: discrimination prohibited

#### UNEMPLOYMENT INSURANCE CODE

~~3300-3308 Paid family leave~~

#### CODE OF REGULATIONS, TITLE 2

11035-11051 Sex discrimination: pregnancy, childbirth and related medical conditions

11087-11097~~8~~ California Family Rights Act

#### UNITED STATES CODE, TITLE 1

7 Definition of marriage **and spouse**

#### UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

#### UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

#### CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 Family and Medical Leave Act of 1993

#### COURT DECISIONS

*United States v. Windsor*, (201~~23~~) 699 F.3d 169

*Faust v. California Portland Cement Company*, (2007) 150 Cal.App.4th 864

*Tellis v. Alaska Airlines*, (9th Cir., 2005) 414 F.3d 1045

### Management Resources:

#### U.S. DEPARTMENT OF LABOR PUBLICATIONS

**Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, Form WH-380-F**

~~Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers~~

#### **CALIFORNIA DEPARTMENT OF HUMAN RESOURCES PUBLICATIONS**

**Questions and Answers - Military Family Leave - FMLA**

#### WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Human Resources: <https://www.calhr.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

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# CSBA Sample Board Policy

Instruction

BP 6142.8(a)

## COMPREHENSIVE HEALTH EDUCATION

Note: The following **optional** policy may be revised to reflect district practice.

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, **and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students.** The district's health education program shall be part of a coordinated school health system which supports the **physical, mental, and social** well-being of students and is linked to district and community services and resources.

**(cf. 0415 - Equity)**

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 3514 - Environmental Safety)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3554 - Other Food Sales)

(cf. 5131.6 - Alcohol and Other Drugs)

**(cf. 5131.62 - Tobacco)**

(cf. 5131.63 - Steroids)

**(cf. 5137 - Positive School Climate)**

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.3 - Health Examinations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

**(cf. 5141.5 - Mental Health)**

**(cf. 5141.52 - Suicide Prevention)**

(cf. 5141.6 - School Health Services)

(cf. 5141.7 - Sun Safety)

(cf. 5142 - Safety)

**(cf. 5145.3 - Nondiscrimination/Harassment)**

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.2 - Guidance/Counseling Services)

Note: **The federal Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 (42 USC 1758b) requires each district participating in the National School Lunch program (42 USC 1751-1769j) or any program in the Child Nutrition Act of 1966, including the School Breakfast Program (42 USC 1771-1791-1793), including the School Breakfast Program, to adopt a districtwide school wellness policy which includes goals for nutrition promotion and education, education and physical activity, and other school-based activities that promote student wellness education.** See BP 5030 - Student Wellness for language fulfilling this mandate.

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition **promotion and education, and physical activity, and other school-based activities that promote student well-being.**

**COMPREHENSIVE HEALTH EDUCATION (continued)***(cf. 0200 - Goals for the School District)**(cf. 5030 - Student Wellness)**(cf. 6142.7 - Physical Education and Activity)*

Note: The following **optional** paragraph should be revised as necessary to reflect grade levels offered by the district. Education Code 51210 requires that the adopted course of study for grades 1-6 include instruction in health, including instruction in the principles and practices of individual, family, and community health. Education Code 51202 requires that certain health-related topics be addressed at the appropriate elementary and secondary grade levels and in appropriate subject areas, as determined by the district.

Education Code 51934 requires that **students be districts provided comprehensive sexual health education and HIV/AIDS prevention instruction, at least once in middle school or junior high school and at least once in high school, by instructors trained in the appropriate courses. Education Code 51934 also authorizes, but does not require, districts to provide age-appropriate comprehensive sexual health education prior to grade 7 on any of the topics specified in Education Code 51934.** See AR 6143 - Courses of Study and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.

**Additionally, Education Code 51900.6 authorizes districts to provide age-appropriate instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention pursuant to content standards developed by the State Board of Education (SBE), provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. SBE has not yet adopted content standards regarding sexual abuse and sexual assault awareness and prevention. Also see BP 5141.4 - Child Abuse Prevention and Reporting.**

**The Health Education Framework for California Public Schools, Kindergarten through Grade Twelve provides nonprescriptive instructional guidance and support to California teachers, administrators, curriculum specialists, other educators, and school boards for implementation of the voluntary health education standards, which include the following six content areas: nutrition and physical activity; growth, development, and sexual health; injury prevention and safety; alcohol, tobacco, and other drugs; mental, emotional, and social health; and personal and community health.**

**In March 2008, the State Board of Education adopted voluntary content standards for health education as required by Education Code 51210.8; see the accompanying administrative regulation. The state's Health Framework for California Public Schools, provides nonprescriptive guidance on the scope and sequence of the health curriculum.**

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework **and integrated with other content areas of the district's curriculum.** The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

*(cf. 6011 - Academic Standards)**(cf. 6141 - Curriculum Development and Evaluation)**(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)**(cf. 6143 - Courses of Study)*

**COMPREHENSIVE HEALTH EDUCATION** (continued)

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 51890 defines a "comprehensive health education program" as one that includes community participation in the **teaching of health, including classroom participation by practicing professional health and safety personnel in the community.** Education Code 51891 defines "community participation" as **active including participation in the planning, implementation, and evaluation of comprehensive health education** by parents/guardians, practicing health care and public safety personnel, and public and private health care and service agencies **in the planning, implementation, and evaluation of the program.**

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1240 - Volunteer Assistance)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

*(cf. 6020 - Parent Involvement)*

*(cf. 6145.8 - Assemblies and Special Events)*

*(cf. 6162.8 - Research)*

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, **the state curriculum framework,** and effective instructional methodologies.

*(cf. 4131 - Staff Development)*

Note: The following **optional** paragraph should be revised to reflect indicators agreed upon by the Governing Board and Superintendent for evaluating the district's health education program.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, **and student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.**

*(cf. 0500 - Accountability)*

*(cf. 6190 - Evaluation of the Instructional Program)*

*Legal Reference: (see next page)*

**COMPREHENSIVE HEALTH EDUCATION (continued)***Legal Reference:*EDUCATION CODE

8850.5 Family relationships and parenting education

35183.5 Sun protection

49413 First aid **and cardiopulmonary resuscitation** training

49430-49434 Pupil Nutrition, Health and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

51202 Instruction in personal and public health and safety

51203 Instruction on alcohol, narcotics and dangerous drugs

51210 Areas of study; **grades 1-6**

51210.8 State content standards for health education

51220.5 Parenting skills; areas of instruction

**51225.36 Sexual harassment and violence instruction; affirmative consent standard****51225.6 Compression-only cardiopulmonary resuscitation instruction**

51260-51269 Drug education

51513 Personal beliefs; **exams, questionnaires, and surveys**

51880-51881.5 Health education, legislative findings and intent

51890-51891 Comprehensive health education programs **and community participation; definitions****51900.6 Sexual abuse and sexual assault awareness and prevention**

51913 District health education plan

51920 Inservice training, health education

51930-51939 **California Healthy Youth Act**; Comprehensive sexual health and HIV/AIDS prevention education**67386 Affirmative consent; definition**CALIFORNIA CODE OF REGULATIONS, TITLE 5

11800-11801 District health education plan

UNITED STATES CODE, TITLE 421751-1769j National School Lunch Program, **especially:**

1758b Local wellness policy

1771-1793 Child nutrition programs, including National School Breakfast Program

*Management Resources:*CSBA PUBLICATIONS**Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019****The Impact of Marijuana Legalization on K-12: The Effect of Marijuana on the Brain, November 2018****Preventing Catastrophic Health Illness, Governance Brief, July 2018****Integrating Physical Activity into the School Day, April 2016****Promoting Healthy Relationships for Adolescents: Board Policy Considerations, August 2014**Asthma Management in the Schools, Policy Brief, March 2008**Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies Student Wellness Policy Implementation Monitoring Report and Guide, 2007-2012**Physical Education and California Schools, Policy Brief, rev. October 2007Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, March 2007 November 2008**Asthma Management in the Schools, Policy Brief, March 2008***Management Resources continued: (see next page)*

## COMPREHENSIVE HEALTH EDUCATION (continued)

### Management Resources: (continued)

#### CSBA PUBLICATIONS (continued)

*Sun Safety in Schools, Policy Brief, July 2006*

*Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006*

#### AMERICAN ASSOCIATION FOR HEALTH EDUCATION PUBLICATIONS

*National Health Education Standards: Achieving Excellence, 2007-rev. November 2012*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008*

*Health Education Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003 2019*

*Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008*

#### HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

*California LGBTQ Youth Report, January 2019*

#### WEB SITES

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

American Association for Health Education: <http://www.aahperd.org>

American School Health Association: <http://www.ashaweb.org>

California Association of School Health Educators: <http://www.cashe.org>

California Department of Education, Health Education: <http://www.cde.ca.gov/ci/he>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Subject Matter Project, Physical Education-Health Project: <https://csmp.online>  
<http://csmp.ucop.edu/epehp>

Center for Injury Prevention Policy and Practice: <http://www.cipp.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Human Rights Campaign Foundation: <https://www.hrc.org/>

National Center for Health Education: <http://www.nche.org>

National Hearing Conservation Association: <http://www.hearingconservation.org>

Shape American Association for Society of Health and Physical Education: <http://www.aahperd.org> <https://www.shapeamerica.org>

# CSBA Sample Administrative Regulation

Instruction

AR 6142.8(a)

## COMPREHENSIVE HEALTH EDUCATION

### Content of Instruction

Note: Items #1-6 below reflect six content areas delineated in the voluntary content standards for health education adopted by the State Board of Education (SBE) in March 2008. The district may revise the following list to reflect the topics to be addressed in the district's program.

The district's health education program shall include instruction at the appropriate grade levels in the following content areas:

1. Alcohol, tobacco, and other drugs

*(cf. 3513.3 - Tobacco-Free Schools)*

*(cf. 5131.6 - Alcohol and Other Drugs)*

***(cf. 5131.62 - Tobacco)***

*(cf. 5131.63 - Steroids)*

**Note: Education Code 51934 requires that districts provide comprehensive sexual health education and HIV prevention instruction, at least once in middle school or junior high school and at least once in high school, by instructors trained in the appropriate courses. Education Code 51934 also authorizes, but does not require, districts to provide age-appropriate comprehensive sexual health education prior to grade 7 on any of the topics specified in Education Code 51934. See AR 6143 - Courses of Study and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.**

**Education Code 51900.6 authorizes districts to provide age-appropriate instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention pursuant to content standards developed by SBE, provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. SBE has not yet adopted content standards regarding sexual abuse and sexual assault awareness and prevention. Also see BP 5141.4 - Child Abuse Prevention and Reporting.**

2. Human growth, development, and sexual health

*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention **Instruction Education**)*

Note: The **optional** paragraph under item #3 below includes examples of topics that are addressed in the state content standards within the content area of injury prevention and safety. **In addition, pursuant to Education Code 51940, districts may, on a voluntary basis, use curricula distributed by the California Healthy Kids Resource Center that focuses on prevention of brain and spinal cord injuries.**

3. Injury prevention and safety

**COMPREHENSIVE HEALTH EDUCATION** (continued)

Instruction related to injury prevention and safety may include, but is not limited to, first aid, protective equipment such as helmets, **prevention of brain and spinal cord injuries**, violence prevention, topics related to bullying and harassment, **emergency procedures**, and Internet safety.

- (cf. 0450 - Comprehensive Safety Plan)  
 (cf. 3516 - Emergencies and Disaster Preparedness Plan)  
 (cf. 3543 - Transportation Safety and Emergencies)  
 (cf. 5131 - Conduct)  
 (cf. 5138 - Conflict Resolution/Peer Mediation)  
 (cf. 5141 - Health Care and Emergencies)  
 (cf. 5142 - Safety)  
 (cf. 5145.3 - Nondiscrimination/Harassment)  
 (cf. 5145.7 - Sexual Harassment)  
 (cf. 5145.9 - Hate-Motivated Behavior)  
 (cf. 6145.2 - Athletic Competition)  
 (cf. 6163.4 - Student Use of Technology)

## 4. Mental, emotional, and social health

- (cf. 5137 - Positive School Climate)  
 (cf. 5141.5 - Mental Health)  
 (cf. 5141.52 - Suicide Prevention)

## 5. Nutrition and physical activity

- (cf. 3550 - Food Service/Child Nutrition Program)  
 (cf. 5030 - Student Wellness)  
 (cf. 6142.7 - Physical Education and Activity)

Note: The **optional** paragraph under item #6 below includes examples of topics that are addressed in the state content standards within the content area of personal and community health.

## 6. Personal and community health

Instruction in personal and community health may include, but is not limited to, oral health, personal hygiene, sun safety, **vision and** hearing protection, transmission of germs and communicable diseases, symptoms of common health problems and chronic diseases **such as asthma and diabetes, emergency procedures**, and the effect of behavior on the environment.

- ~~(cf. 3516 - Emergencies and Disaster Preparedness Plan)~~  
~~(cf. 5141 - Health Care and Emergencies)~~  
 (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)  
 (cf. 5141.22 - Infectious Diseases)  
 (cf. 5141.23 - Asthma Management)  
 (cf. 5141.7 - Sun Safety)



## COMPREHENSIVE HEALTH EDUCATION (continued)

*(cf. 5146 - Married/Pregnant/Parenting Students)*  
*(cf. 6142.5 - Environmental Education)*

Note: Items #1-6 below combine eight "overarching standards" described in the state content standards as essential concepts and skills to be taught to students.

Within each of the above content areas, instruction shall be designed to assist students in developing:

1. An understanding of essential concepts related to enhancing health
2. The ability to analyze internal and external influences that affect health
3. The ability to access and analyze health information, products, and services

*(cf. 5141.6 - School Health Services)*

4. The ability to use interpersonal communication skills, decision-making skills, and goal-setting skills to enhance health
5. The ability to practice behaviors that reduce risk and promote health
6. The ability to promote and support personal, family, and community health

### **High School Health Education**

Note: The following section is for use by districts that serve students in grades 9-12 and require a course in health education as a requirement for graduation from high school. Pursuant to Education Code 51225.36, districts that require a course in health education for graduation from high school must include instruction in sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386. In addition, pursuant to Education Code 51225.6, districts that require a course in health education for graduation from high school must include instruction in performing compression-only cardiopulmonary resuscitation, as specified.

Whenever the Board requires a course in health education for graduation from high school, the district's high school health education course(s) shall include instruction in:

1. Sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386. When delivering such instruction, teachers shall consult information related to sexual harassment and violence in the Health Education Framework for California Public Schools. (Education Code 51225.36)

**COMPREHENSIVE HEALTH EDUCATION (continued)**

- 2. Compression-only cardiopulmonary resuscitation (CPR), which is based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR and includes instruction relative to the psychomotor skills necessary to perform compression-only CPR. (Education Code 51225.6)**

*(cf. 6146.1 - High School Graduation Requirements)*

**Exemption Students Excused from Health Instruction**

Upon written request from a parent/guardian, a student shall be excused from any part of health instruction that conflicts with ~~his/her~~ **the student's** religious training and beliefs, including personal moral convictions. (Education Code 51240)

*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*

**Note: Pursuant to Education Code 51938, a student's parent/guardian has the right to excuse the student from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The district may not require active parental consent ("opt-in") for such purpose. The district's notice to parents/guardians regarding planned instruction for the school year in the area of comprehensive sexual health education and HIV prevention education must include notification of the right to excuse a student from such education by written request to the district. See BP/E 5145.6 - Parental Notifications and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.**

**The district shall excuse a student from instruction in comprehensive sexual health education and HIV prevention education if the student's parent/guardian requests in writing that the student be excused. (Education Code 51938)**

*(cf. 5145.6 - Parental Notifications)*

*(cf. 6145.8 - Assemblies and Special Events)*

**Note: Pursuant to Education Code 51900.6, districts that provide instruction in sexual abuse and sexual assault awareness and prevention are required to excuse students whose parent/guardian has made a written request. The following paragraph is for districts that provide instruction in sexual abuse and/or sexual assault awareness and prevention.**

**In addition, the district shall excuse a student from instruction in sexual abuse and/or sexual assault awareness and prevention if the student's parent/guardian requests in writing that the student be excused. (Education Code 51900.6)**

**Note: Pursuant to Education Code 51513, districts may not administer exams, surveys, or questionnaires containing questions about a student's or ~~his/her~~ **a student's** family's personal beliefs or practices in sex, family life, morality, and religion unless the student's parent/guardian **is notified in writing of such administration and** has provided prior written consent. See AR 5022 - Student and Family Privacy Rights.**

**COMPREHENSIVE HEALTH EDUCATION (continued)**

**The district shall not administer any exam, survey, or questionnaire which contains questions about the student's or the student's family's personal beliefs or practices in sex, family life, morality, or religion unless the student's parent/guardian has given written permission. Upon written request from a parent/guardian, a student shall be excused from any part of health instruction that conflicts with his/her religious training and beliefs, including personal moral convictions. (Education Code 51240-51513)**

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 5022 - Student and Family Privacy Rights)*

**Note: Notwithstanding Education Code 51513, Education Code 51938 authorizes anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks, including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex, to students in grades 7-12. Parents/guardians have the right to excuse their child from such research and evaluations through a passive ("opt-out") process and may not be required to provide active ("opt-in") consent. The district is required to notify parents/guardians of the test, questionnaire, or survey to be administered, given the opportunity to review such research or evaluation tool, and notified of their right to excuse their child by making such request in writing to the district. The following paragraph is for use by districts that serve students in any of grades 7-12 and should be deleted by districts that do not serve such students.**

**However, the district may administer anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex, as long as parents/guardians are notified of the right to request in writing that the student be excused from participation. A student shall be excused from participating in any such research or evaluation tools if the student's parent/guardian requests in writing to excuse the student from participation. (Education Code 51938)**

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 5022 - Student and Family Privacy Rights)*

*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*

*(cf. 6145.8 - Assemblies and Special Events)*

**Students so excused shall be given an alternative educational activity.**

**Involvement of Health Professionals**

Health care professionals, health care service plans, health care providers, and other entities participating in a voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

**COMPREHENSIVE HEALTH EDUCATION** (continued)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative
2. Outreach, application assistance, and enrollment activities relating to federal, state, or county-sponsored health care insurance programs **if the activities are conducted in compliance with the statutory, regulatory, and programmatic guidelines applicable to those programs.**

*(cf. 1325 - Advertising and Promotion)*

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# CSBA Sample Board Policy

Facilities

BP 7210(a)

## FACILITIES FINANCING

**The Governing Board recognizes its responsibility to identify the most cost-efficient and effective method of financing when purchasing or modifying district facilities. Financing may be necessary** When it is determined that school facilities must be built or expanded to accommodate an increased or projected increase in enrollment, the Governing Board shall consider appropriate methods of financing for the purchase of school sites and the construction of buildings. In addition, financing may be needed or when safety considerations and educational program improvements require the replacement, reconstruction, or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method of funding that would will best serve district needs as identified in the district's master plan for school facilities.

*(cf. 7110 - Facilities Master Plan)*

Note: The following list describes some of the facilities financing options available to school districts.

These funding alternatives may include, but are not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998

*(cf. 7211- Developer Fees)*

2. Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act

*(cf. 7212 - Mello-Roos Districts)*

3. Forming a school facilities improvement district pursuant to Education Code 15300-15425

*(cf. 7213 - School Facilities Improvement Districts)*

4. Issuing voter-approved general obligation bonds

***(cf. 7214 - General Obligation Bonds)***

5. Imposing a qualified parcel tax pursuant to Government Code 50079

**FACILITIES FINANCING (continued)**

*(cf. 3471 - Parcel Taxes)*

6. Using lease revenues for capital outlay purposes from surplus school property

*(cf. 3280 - Sale or Lease of District-Owned Real Property)*

**Note:** Pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code 17070.10-17079.30), the State Allocation Board provides state per-pupil funding, including hardship funding, for new school facilities construction and school facilities modernization for applicant school districts.

7. **Applying for state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30)**

**Note:** Pursuant to Education Code 41024, districts that receive state facilities funding pursuant to the Leroy F. Greene School Facilities Act must annually report a detailed list of all expenditures of state funds and of the district's matching funds for completed projects until all funds are expended, and submit an audit of completed facilities projects within one year of project completion. As amended by SB 820 (Ch. 110, Statutes of 2020), Education Code 41024 requires the auditor to file the audit with the California State Controller, who will then provide a copy of the audit to the California Department of Education and notify the Office of Public School Construction of any audit findings and any identified amounts to be adjusted. See AR 3460 - Financial Reports and Accountability for more specific information about reporting and auditing requirements.

**The district shall provide reports, maintain records, and provide for audits of the expenditure of state facilities funds as required by law and AR 3460 - Financial Reports and Accountability. (Education Code 41024)**

*(cf. 3460 - Financial Reports and Accountability)*

**Note:** Government Code 8855 requires districts to adopt a debt management policy prior to issuing any debt, such as general obligation bonds. The policy must include (1) the purposes for which the debt proceeds may be used; (2) the types of debt that may be issued; (3) the relationship of the debt to, and integration with, the district's capital improvement program or budget, if applicable; (4) policy goals related to the district's planning goals and objectives; and (5) internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use. See BP 3470 - Debt Issuance and Management.

**As applicable, the district shall comply with BP 3470 - Debt Issuance and Management.**

*(cf. 3470 - Debt Issuance and Management)*

*Legal Reference: (see next page)*

**FACILITIES FINANCING (continued)***Legal Reference:*EDUCATION CODE15100-~~17059.2~~ **17199.6** School bonds, especially:

15122.5 Ballot statement

15300-15327 School facilities improvement districts

17000-17059.2 State School Building Lease-Purchase Law of 1976

17060-17066 Joint venture school facilities construction projects

17070.10-~~17076.10~~ **17079.30** Leroy F. Greene School Facilities Act of 199817085-~~17095~~ **17096** State Relocatable Classroom Law of 1979

17582 District deferred maintenance fund

17620-17626 Levies against development projects by school districts, especially:

17621 Procedures for levying fees

**41024 Accounting system and audits**GOVERNMENT CODE6061 ~~One time~~ **Manner of notice as prescribed in designated section**

6066 Two weeks' notice

**8855 Debt issuance and management**

50075-50077.5 Voter-approved special taxes

50079 School districts; qualified special taxes

53175-53187 Integrated Financing District Act

53311-53368.3 Mello-Roos Community Facilities Act of 1982

53753 Assessment notice and hearing requirements

53753.5 Exemptions

54954.1 ~~Mailing of agenda notice to property owners~~

54954.6 New or increased tax or assessment; public meetings and hearings; notice

65864-~~65867~~ **65869.5** Development agreements65970-~~65980.1~~ **65981** School facilities development project

65995-65998 Payment of fees against a development project

66000-66008 Fees for development projects

66016-~~66018.5~~ **66019** Development project fees

66020-66025 Protests and audits

HEALTH AND SAFETY CODE

33445.5 Overcrowding of schools resulting from redevelopment

33446 School construction by redevelopment agency

CALIFORNIA CONSTITUTION

Article 13D, Sections 1-6 Assessment and property related fee reform

UNCODIFIED STATUTES~~17696-17696.98 Greene Hughes School Building Lease Purchase Bond Law of 1986~~CODE OF REGULATIONS, TITLE 21859-1859. ~~106199~~ School facility program*Legal Reference continued: (see next page)*

## FACILITIES FINANCING (continued)

*Legal Reference: (continued)*

### COURT DECISIONS

*Ehrlich v. City of Culver City (1996) 12 Cal.4th 854*

*Loyola Marymount University v. Los Angeles Unified School District (1996) 45 Cal.App.4th 1256*

*Ehrlich v. City of Culver City (1996) 12 Cal.4th 854*

*Dolan v. City of Tigard (1994) 114 S.Ct. 2309*

*Canyon North Co. v. Conejo Valley Unified School District (1993) 19 Cal.App.4th 243, 23 Cal.Rptr.2d 495*

*Garlic Development Co. v. Hayward Unified School District (1992) 3 Cal.App.4th 320, 4 Cal.Rptr.2d 897*

*Nollan v. California Coastal Commission (1987) 107 S.Ct. 3141*

### ATTORNEY GENERAL OPINIONS

*79 Ops.Cal.Atty.Gen. 149 (1996)*

*Management Resources:*

### WEB SITES

*California Department of Education: [www.cde.ca.gov](http://www.cde.ca.gov)*

*California State Controller: [www.sco.ca.gov](http://www.sco.ca.gov)*

*Department of General Services, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>*

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**Policy Reference UPDATE Service**

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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: Tuesday, June 8, 2021

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 2021-22 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 approves the "Declaration of Need" for fully qualified educators for the 2021-22 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](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-2022

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 /08 /2021 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, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

Bonnie Kauzlarich		Director of Personnel
<i>Name</i>	<i>Signature</i>	<i>Title</i>
707-374-2995	707-374-1714	June 9, 2021
<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 \_\_\_\_\_



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](http://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? 5 \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.  
 Teachers College of San Joaquin, SCOE College of Education, National, Brandman, CSU Sacramento,  
 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 9457-1561

**BOARD AGENDA BRIEFING**

**Meeting Date:** June 8, 2021

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

**From:** Victoria Turk, Rio Vista High School Principal

**Item Number:** 13

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

**SUBJECT:** Request to approve the naming of the Fitness and Wellness Center at Rio Vista High School Harvey L. and Maud C. Sorensen Fitness and Wellness Center - In Memory of Elizabeth McCormack

**BACKGROUND:**

The Board of Trustees shall name district schools and other district-owned or leased buildings grounds and facilities in recognition of: Individuals living or deceased, who have made outstanding contributions, including financial contributions, to the school community.

The board encourages community participation in the process of selecting names. A citizen advisory committee shall be appointed to review name suggestions and submit recommendations for the Board's consideration.

A Public Hearing was held on May 11 to obtain input from the community. There was no objection to the naming of the facility.

**STATUS:**

A citizen advisory committee, consisting of RVHS Booster Club, RVHS School Site Council, and RVHS Staff is recommending that the Fitness Center be named:

Harvey L. and Maud C. Sorensen  
Fitness and Wellness Center  
In Memory of Elizabeth McCormack

In recognition of the Sorensen Foundation's financial contribution toward the modernization of both the RVHS Library and the RVHS Fitness and Wellness Center and Elizabeth McCormack's 20 years of service on the Board of Trustees.

**PRESENTER:** Victoria Turk, Rio Vista High School Principal

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

There will be not cost to the district. Cost will be funded by donations.

**RECOMMENDATION:**

That the Board approves the naming of the Fitness and Wellness Center: Harvey L. and Maud C. Sorensen Fitness and Wellness Center - In Memory of Elizabeth McCormack

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 8, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 14

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

**SUBJECT:**

Request to Approve Resolution #815 Beginning July 1, 2021 Authorizing Designees to Sign Contracts and Have Authorization to Sign Change Orders to Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer; Jennifer Stone, Board Member; Dan Mahoney, Board Member and Marilyn Riley, Board Member

**BACKGROUND:**

This action is required whenever there is a change in positions.

**STATUS:**

Tammy Busch was approved to serve as the Chief Business Officer for River Delta Unified School District. See attached Resolution #815.

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Tammy Busch, Chief Business Officer

**COST AND FUNDING SOURCES:**

None

**RECOMMENDATION:**

Request to approve Resolution #815 Authorizing Designees to Sign Contracts and have Authorization to Sign Change Orders to Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer; Jennifer Stone, Board Member; Dan Mahoney, Board Member and Marilyn Riley, Board Member

Time allocated: 2 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 815**

**Resolution Authorizing Designees to Sign Contracts  
and Authorization to Sign Change Orders**

**BE IT RESOLVED** by the Board of Trustees of the River Delta Unified School District orders that Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer; Jennifer Stone, Board of Trustees; Dan Mahoney, Board of Trustees; and Marilyn Riley, Board of Trustees are hereby authorized and empowered to sign orders for the legally authorized legal and financial and construction transactions of the school district, and change orders not to exceed ten percent of the total project costs.

**BE IT FURTHER RESOLVED AND ORDERED** that all such orders shall be on forms prescribed by the River Delta Unified School District Board of Trustees of said District, the Sacramento County Superintendent of Schools, or other County or State offices.

**BE IT ALSO RESOLVED AND ORDERED** that this resolution supersedes all previous resolutions made by the River Delta Unified School District and the Board of Trustees of said District to sign orders for the legally authorized expenses of the District.

**PASSED AND ADOPTED** the 8<sup>th</sup> day of June, 2021, by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:  
NOES:  
ABSENT:

**IN WITNESS WHEREOF**, I, Jennifer Stone, President 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. 815, adopted by the said Board at a meeting thereof held at a public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
Jennifer Stone, President  
Board of Trustees  
River Delta Unified School District

June 8, 2021  
(Date)

**SIGNATURES OF AUTHORIZED EMPLOYEES:**

\_\_\_\_\_, Katherine Wright, Superintendent

\_\_\_\_\_, Tammy Busch, Chief Business Officer

\_\_\_\_\_, Jennifer Stone, Board of Trustees (Member)

\_\_\_\_\_, Dan Mahoney, Board of Trustees (Member)

\_\_\_\_\_, Marilyn Riley, Board of Trustees (Member)

End

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

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

From: Katherine Wright, Superintendent

Item Number: 15.\_\_\_\_\_

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

**SUBJECT:**

Request approve Resolution #816 beginning July 1, 2021 Authorizing Designees to Sign District Payroll Orders and Request for Payments to Vendors to Katherine Wright, Superintendent, and Tammy Busch, Chief Business Officer

**BACKGROUND:**

This action is required whenever there is a change in positions.

**STATUS:**

Tammy Busch was approved to serve as the Chief Business Officer for River Delta Unified School District. See attached Resolution #816.

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Tammy Busch, Chief Business Officer

**COST AND FUNDING SOURCES:**

None

**RECOMMENDATION:**

That the Board approve Res. #816 (by roll call vote) Authorizing Designees to Sign District Payroll Orders and Requests for Payments to Vendors to Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer.

Time allocated: 2 minutes



**RIVER DELTA UNIFIED SCHOOL DISTRICT  
RESOLUTION No. 816**

**Resolution Authorizing Designees to Sign  
District Payroll Orders and Requests for  
Payments to Vendors**

**BE IT RESOLVED AND ORDERED BY** the Board of Trustees of the River Delta Unified School District that effective July 1, 2021, Katherine Wright, Superintendent and Tammy Busch, Chief Business Officer, whose signatures appear below, are hereby authorized and empowered to sign District payroll orders and manual payroll warrant reports; and,

**ADDITIONALLY, BE IT RESOLVED AND ORDERED BY** the Board of Trustees of the River Delta Unified School District that effective July 1, 2019, Katherine Wright, Superintendent and Tammy Busch, Chief Business Officer, whose signatures appear below, are hereby authorized and empowered to sign District accounts payable check listings and manual accounts payable warrant reports.

**BE IT FURTHER RESOLVED AND ORDERED** that all such orders shall be on forms prescribed by the River Delta Unified School District, the Sacramento County Superintendent of Schools, or other County or State offices; and,

**BE IT ALSO RESOLVED AND ORDERED** that this resolution supersedes all previous resolutions made by the Board of Trustees of the River Delta Unified School District to sign District payroll orders and requests for payments to vendors.

**PASSED AND ADOPTED** the 8<sup>th</sup> day of June, 2021 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:  
NOES:  
ABSENT:

**IN WITNESS WHEREOF**, I, Jennifer Stone, President 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. 816 adopted by the said Board at a meeting thereof held at a public place of meeting and the Resolution is on file in the office of said Board.

\_\_\_\_\_  
Jennifer Stone, President  
Board of Trustees  
River Delta Unified School District

June 8, 2021  
\_\_\_\_\_  
(Date)

**SIGNATURES OF AUTHORIZED EMPLOYEES:**

\_\_\_\_\_, Katherine Wright, Superintendent

\_\_\_\_\_, Tammy Busch, Chief Business Officer

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 16.

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

**SUBJECT:**

Request to Approve Resolution #817 Beginning July 1, 2021 Identifying District Representatives Authorized to Execute Documents Related to Construction to Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer, and Ken Gaston, Director of Maintenance, Operations and Transportation.

**BACKGROUND:**

This action is required whenever there is a change in positions.

**STATUS:**

Tammy Busch was approved to serve as the Chief Business Officer for River Delta Unified School District. See attached Resolution #817.

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Tammy Busch, Chief Business Officer, and Ken Gaston, Director of MOT

**COST AND FUNDING SOURCES:**

None

**RECOMMENDATION:**

That the Board approve Res. #817 (by roll call vote) Identifying District Representatives Authorized to Execute Documents Related to Construction to Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer, and Ken Gaston, Director of Maintenance, Operations and Transportation.

Time allocated: 2 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 817**

**IDENTIFYING DISTRICT REPRESENTATIVES AUTHORIZED  
TO EXECUTE DOCUMENTS RELATED TO CONSTRUCTION**

**WHEREAS**, the Board of Trustees will be requesting funding of one or more School Facility Program projects pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et Seq. of the Education Code; and

**WHEREAS**, the Board of Trustees is required to identify the District Representatives that will certify documents and act as liaison with the State Allocation Board; and

**WHEREAS**, the Board of Trustees has identified the following individuals as the District Representatives:

- ◆ Katherine Wright, Superintendent
- ◆ Tammy Busch, Chief Business Officer
- ◆ Ken Gaston, Director of Maintenance, Operations and Transportation

**WHEREAS**, the District Representatives has been directed to review all school sites for modernization eligibility and update the eligibility on an annual basis when applicable;

**WHEREAS**, the District Representative has been directed to review the District’s new construction eligibility and update the eligibility on an annual basis when applicable;

**NOW, THEREFORE**, the Board of Trustees authorizes the District Representative to execute documents as necessary to carry out the provision of this resolution.

**PASSED AND ADOPTED** the 8<sup>th</sup> day of June, 2021 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:  
NOES:  
ABSENT:

**IN WITNESS WHEREOF**, I, Jennifer Stone, President 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. 817 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.

\_\_\_\_\_  
Jennifer Stone, President  
Board of Trustees  
River Delta Unified School District

\_\_\_\_\_  
June 8, 2021  
(Date)

**SIGNATURES OF AUTHORIZED EMPLOYEES:**

\_\_\_\_\_, Katherine Wright, Superintendent

\_\_\_\_\_, Tammy Busch, Chief Business Officer

\_\_\_\_\_, Ken Gaston, Director of Maintenance, Operations and Transportation

End

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 17.

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

**SUBJECT:**

Request to Approve Resolution #818 Beginning July 1, 2021 Authorizing Delegation of Power to Contract to Katherine Wright, Superintendent, and Tammy Busch, Chief Business Officer

**BACKGROUND:**

This action is required whenever there is a change in positions.

**STATUS:**

Tammy Busch was approved to serve as the Chief Business Officer for River Delta Unified School District. See attached Resolution #818.

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Tammy Busch, Chief Business Officer

**COST AND FUNDING SOURCES:**

None

**RECOMMENDATION:**

That the Board approve Res. #818 (by roll call vote) Authorizing Delegation of Power to Contract to Katherine Wright, Superintendent, and Tammy Busch, Chief Business Officer

Time allocated: 2 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 818  
RESOLUTION AUTHORIZING DELEGATION OF POWER TO CONTRACT**

**WHEREAS**, Section 39656 of the Education Code has been amended to authorize governing boards of school districts, by a majority vote, to delegate the authority of power in the name of the school district to persons designated by the district superintendent;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the River Delta Unified School District that Katherine Wright, Superintendent, and Tammy Busch, Chief Business Officer, be and are hereby authorized and empowered to contract in the name of the River Delta Unified School District for contracts for work to be done and for the purchase of materials or supplies in accordance with the provisions of Education Code section 39656, subject to the limitations provided in Board Policy 3300, "Expenditures/Expending Authority."

**BE IT FURTHER RESOLVED AND ORDERED** that said approval or ratification shall be evidenced by a motion of this Board duly passed and adopted; and

**BE IT FURTHER RESOLVED AND ORDERED** that the above-named persons shall be personally liable to the River Delta Unified School District for any and all monies that the District paid out on any contract made in violation of this resolution (without permission of the Board) or of other provisions of the Education Code; and,

**BE IT ALSO RESOLVED** that the above positions shall be and are hereby authorized to insure against any such liability, and the cost of such insurance to be borne from the funds of the District; and,

**BE IT FURTHER RESOLVED** that the term "contract" as used herein shall be deemed to include the orders to contract.

**PASSED AND ADOPTED** the 8<sup>th</sup> day of June, 2021 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, Jennifer Stone, President 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. 818 adopted by the said Board at a meeting thereof held at a public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
Jennifer Stone, President  
Board of Trustees  
River Delta Unified School District

June 8, 2021  
(Date)

**SIGNATURES OF AUTHORIZED EMPLOYEES:**

\_\_\_\_\_ Katherine Wright, Superintendent

\_\_\_\_\_ Tammy Busch, Chief Business Officer

End

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 8, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 18

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

**SUBJECT:**

Request to Approve the Job Description School Social Worker

**BACKGROUND:**

The Board and district staff have identified the social-emotional well-being of RDUSD students to be of primary importance as we return to school. Mental health and social-emotional wellness continue to be a focus for RDUSD. As we receive targeted funding in this area, add staff and programming, coordination is key. The School Social Worker will work closely with school site staff and district administrators to support the needs of our students and families. This position will work closely with the SEAD coordinator, SARB board, and community resources to support student needs.

**STATUS:**

The District intends to use Elementary and Secondary School Emergency Relief (ESSER) funding to post this position for the 2021-2022 school year once approved by the Board.

**PRESENTER:**

Tom Anderson, Director of Special Education

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Elementary and Secondary School Emergency Relief (ESSER) funding

**RECOMMENDATION:**

That the Board approves the Job Description School Social Worker as presented.

Time allocated: 4 minutes

# RIVER DELTA UNIFIED SCHOOL DISTRICT

## SCHOOL SOCIAL WORKER

### Definition:

A School Social Worker works under the direct supervision of the designated manager(s). The School Social Worker provides behavioral, emotional and educational counseling to groups and individuals, assists students in adjusting to school and community life and serves as liaison to other agencies. The School Social Worker also assists with the intake of incoming students and with their return to district educational programs.

**Essential Functions and Responsibilities** include the following. Other duties may be assigned as required:

- Assists students in identifying and solving emotional and educational problems, adjusting to school and community life, and preparing for appropriate post-secondary training, or to transition back to their regular school of attendance.
- Assists students in evaluating their relationships with other students and with teachers and/or administrators; helps students in predicting the consequences of various courses of action open to them; reinforces behavior appropriate to the school environment by utilizing guidance techniques; and refers serious behavioral problems to the administrator of the program.
- Assists in the planning, development and implementation of programs which include initiating group and individual activities to assist in the academic and social skill acquisition and success of students.
- Assists with the enrollment of students into alternative education programs, prepares records and attends meetings regarding re-entry into regular schools and programs.
- Obtains and evaluates student data, including test results, personal histories, school records, teachers' reports, parental information, and agency reports.
- Observes and analyzes student behavior and administers and evaluates achievement and other types of tests in order to develop student behavioral and educational goals.
- Collaborates with Individual Education Plan (IEP) team members in regards to the students' progress.
- Notifies case manager, completes and sends appropriate forms to parent or case manager, prepares report and provides copies to case manager, drafts goals, updates present levels and progress; when assessment or IEP is required at least three days in advance of IEP.
- Prepares written reports as required.
- Plans and records monthly work schedule in electronic calendar (Outlook) at least 30 days in advance and records any changes as they occur to ensure accurate IEP scheduling.
- Provides direct support to assigned special education programs.
- Provides counseling and support to students, parents, teachers, and agencies regarding home-school problems.
- Provides direct counseling to students to assist them with adjustment.
- Recruits, screens and intakes referrals for counseling
  - Provides direct client services through initial assessment, individual and group counseling, family and group therapy and referral as needed.
  - Maintains confidential files, records and documents for prevention related activities and outcomes.
  - Coordinates and submits reports for reimbursable funding
    - Conduct home visits stemming from school or district-led meetings or concerns
  - Initiates new and maintains all existing services for homeless and foster youth students

**Minimum Qualifications: Employment Eligibility:**

- Successful candidate must provide proof of employment eligibility and verification of legal right to work in the United States in compliance with the Immigration Reform and Control Act.

**Education:**

- Master's degree in Social Work, Counseling or other related field is preferred.
- Bachelor's degree in Social Work, Psychology, Sociology or related field is required.

**Experience:**

- Minimum of two years experience working with programs which required extensive coordination between agencies.

**Knowledge, Skills and Abilities:**

- Knowledge of techniques, methods and resources in planning and implementing a comprehensive educational and career counseling program.
- Knowledge of community resources for referrals.
- Knowledge of casework, school social work, school counseling and therapy.
- Knowledge of available referral agencies and resources within the county.
- Knowledge of child development and learning theory.
- Knowledge of assessment instruments and procedures, and instructional materials and techniques.
- Ability to successfully counsel students and parents.
- Ability to establish and maintain effective working relationships with a variety of individuals and agencies.
- Ability to communicate effectively orally and in writing.
- Ability to plan, organize and schedule a master calendar to meet deadlines, goals, and objectives.
- Ability to implement psycho-social assessment and intervention techniques.
- Ability to perform crisis assessment and intervention.
- Ability to conduct group process counseling techniques.
- Ability to plan, organize and administer programs.
- Ability to meet schedules and time lines.
- Ability to plan, coordinate and document projects.
- Ability to prepare and deliver oral presentations.
- Ability to operate a computer and related software.
- Ability to prepare statistical reports and records.

**Required Testing:**

- Applicants may be tested.

**Certificates & Licenses:**

- Must possess a valid California driver's license issued by the State Department of Motor Vehicles.
- Must possess a valid California Pupil Personnel Services Credential: Social Work.

**Clearances:**

- Criminal Justice Fingerprint Clearance
- TB Clearance

**Work Environment:**

- Work is performed in an office or school environment, and involves contact with staff, representatives or other agencies, and the community.



**Physical Requirements:**

- The usual and customary methods of performing the job's functions requires the following physical demands: occasional lifting, carrying, pushing and/or pulling; some climbing and balancing, some stooping, kneeling, crouching; reaching, handling, fingering and/or feeling.
- Manual dexterity to operate a telephone and enter data into a computer.
- Facility to sit at a desk, conference table or in meetings of various configurations for extended periods of time.
- Facility to see and read, with or without visual aids, laws and codes, rules, policies and other printed matter, and computer screens and printouts.
- Facility to hear and understand speech at normal room levels and to hear and understand speech on the telephone.
- Facility to speak in audible tones so that others may understand clearly in normal conversations, in training sessions, and other meetings.
- Facility to drive an automobile.
- Facility to determine and differentiate colors.

Note: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary.