

# 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 14, 2022 – General Open Session – 6:30pm**

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

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

**Listen in English:** Meeting ID: 997 1558 1161 Passcode: 546586

### REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 5:30 p.m.)
2. Roll Call  
Member Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Mahoney \_\_; Member Stone \_\_
3. Review Closed Session Agenda (see attached agenda)
  - 3.1 Announce Closed Session Agenda
  - 3.2 Public Comment on Closed Session Agenda Items Only
4. Approve Closed Session Agenda and Adjourn to the **Closed Session** (@5:35 p.m.)  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Time: \_\_\_\_\_
5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: \_\_\_\_\_
  - 5.1 Retake Roll Call  
Member 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: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
8. **Public Comment: Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific item listed until it is brought up for discussion. However, understand the Board may not act on any item which is not listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed three minutes to address the Board on any non-agendized item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.}
9. **Reports, Presentations, Information**
  - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
    - 9.1.1 Board Members' report(s)
    - 9.1.2 Superintendent Wright's report(s)
  - 9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Tammy Busch, Chief Business Officer; Ken Gaston, Director of MOT
    - 9.2.1 Maintenance, Operations & Transportation Update - Ken Gaston, Director of MOT

9.2.1.1 Transportation Reduction in Service Discussion – Tammy Busch, Chief Business Officer

- 9.3 Education Services' and Special Education Reports and/or Presentation(s) - Nicole Latimer, Chief Educational Services Officer
  - 9.3.1 Educational Services Update – Nicole Latimer, Chief Educational Services Officer
  - 9.3.2 School Plan for Student Achievement 2022-2023 Presentations: D.H. White Elementary School; Isleton Elementary School; Riverview Middle School; River Delta High/Elementary School and Rio Vista High School– Site Principals
  - 9.3.3 Special Education Update – Nicole Latimer, Chief Educational Services Officer
- 9.4 River Delta Unified Teachers Association (RDUTA) Update – RDUTA Representative
- 9.5 California State Employees Association (CSEA) Chapter #319 Update – David Groves, Interim CSEA President, Delta Chapter #319
- 9.6 Public Hearing Regarding the Proposed 2022-2023 LCAP: LCAP Adoption Will Be Held at The Regular June 28, 2022 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 2022-2023 District Budget, Adoption will be held at the Regular June 28, 2022 Board Meeting – 6:30 pm – Tammy Busch, 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 10, 2022
  - Special Meeting of the Board – May 26, 2022
- 10.2 Receive and Approve Monthly Personnel Report - As of June 14, 2022
- 10.3 Request to Approve District's Monthly Expenditure Report  
May 2022
- 10.4 Request to Approve the Independent Contract for Services Agreement with Sara M. Hall, M.A., BCBA to Provide Behavior Intervention Assessments and Plans for the 2022-2023 School Year at a cost not to exceed \$30,000 – Special Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.5 Request to Approve the Independent Contract for Services Agreement with Meladee McCarty to Provide Program Specialist Services for the 2022-2023 School Year at a cost not to exceed \$5,000 – Special Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.6 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 2022-2023 School Year at a cost not to exceed \$3,000 – Special Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.7 Request to Approve the Contract with Maxim Healthcare Staffing Services, Inc. to Provide a Certified Nursing Assistant (CNA) for the 2022- 2023 School Year at a cost not to exceed \$43,000 - Nicole Latimer, Chief Educational Services Officer
- 10.8 Request to Approve the 2022-2023 General Agreement for Nonpublic, Nonsectarian School/Agency (Pristine Rehab Care) to Provide Speech Therapy Services for District Students at a cost not to exceed \$240,000 – Special Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.9 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2022-2023 School Year at a cost not to exceed \$90,000 – Special Educational Funds – Nicole Latimer, Chief Educational Services Officer



- 10.10 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional Assistant) for the 2022-2023 School Year at a cost not to exceed \$75,000 – Special Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.11 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Kids Occupational Therapy, Inc.) to provide Speech and Occupational Therapy Services for the 2022-2023 school year at a cost not to exceed \$45,000 - Nicole Latimer, Chief Educational Services Officer
- 10.12 Request to Approve the Service Agreement with Language People, Inc. to Provide Interpreting and Translating Services for the Special Education Department for the 2022-2023 School Year at a cost not to exceed \$10,000 - Nicole Latimer, Chief Educational Services Officer
- 10.13 Request the Approval of the Single Plan for Student Achievements for D.H. White Elementary School; Isleton Elementary School; Riverview Middle School; River Delta High/Elementary School and Rio Vista High School– Site Principals
- 10.14 Request to Approve the Unpaid Leave of Absence for Employee #2089 for the 2022-2023 School Year – Katherine Wright, Superintendent
- 10.15 Request to Approve and Accept the Award for the Elementary and Secondary School Emergency Relief III (ESSER III) Summer Grant Program – Tammy Busch, Chief Business Officer
- 10.16 Request to Approve the Three (3) Year Agreement with Newsela For All School Sites – \$48,808 Annually, COVID-19 Funding - Tammy Busch, Chief Business Officer
- 10.17 Request to Approve Royce “Craig” Cornelson, Principal and Greg Davis, Athletic Director as Delta High and Clarksburg Middle Schools Representatives to California Interscholastic Federation (CIF) Leagues for the 2022-2023 School Year – Katherine Wright, Superintendent

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

**Action Items** -- Individual speakers shall be allowed two minutes to address the Board on any agenda item. The Board may limit the total time for public input on each agenda item to 20 minutes. With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. 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 Regulation and or Exhibits Due to New Legislation or Mandated Language and Citation Revisions as of March 2022 – Katherine Wright, Superintendent

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

- 12. Request to Approve the “Declaration of Need” for Fully Qualified Educators” for the 2022-2023 School Year – Katherine Wright, Superintendent

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

- 13. Request Approval of Action Taken During Closed Session Regarding Student Discipline/Expulsion Hearing(s) or Stipulation Agreement(s) Action Taken to be Announced and Voted on Individually by Student Case Number to Maintain Student Confidentiality (Ed. Code 49070 (c) and 76232(c) - Board President Stone

4.1.1 Student Case #2122-321-006

4.1.2 Student Case #2122-311-007

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

- 14. Request to Approve the Master Budget and Proposal from Roofing Consultant for Design Work for Roofing at Various Sites, Measure J not to exceed \$1,119,245; Measure K not to exceed \$310,155; and Maintenance/General Fund not to exceed \$15,000 – Tammy Busch, Chief Business Officer

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

- 15. Request to Approve the Purchase of Modular Classrooms Buildings, Consultant Proposals and Preliminary Master Budget for Replacement of Leased Portable Classrooms at D. H. White Elementary School – Not to exceed \$860,169 - Measure J Funds – Tammy Busch, Chief Business Officer

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

16. Request to Approve and Adopt the Tentative Agreement Between River Delta Unified School District and California Schools Employee Association's Delta Chapter #319 for 2021-2022 – Katherine Wright, Superintendent  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_ Noes: \_\_\_\_ Absent: \_\_\_\_\_
  17. Request to Approve the Change of Placement of Director of Personnel, Director of Accounting and The Executive Assistant to the Superintendent from Range 15 to Range 17 on the River Delta Unified School District's Classified Management & Confidential Employees Salary Schedule – Katherine Wright, Superintendent  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_ Noes: \_\_\_\_ Absent: \_\_\_\_\_
  18. Request to Approve Resolution #833 the 2022-2023 California State Preschool Renewal Contract EED-3704 for the River Delta Unified School District State Preschool at Isleton Elementary School – Stacy Wallace, Principal  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_
- Roll Call Vote:  
 Member Mahoney \_\_; Member Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Stone \_\_
19. Request to approve the Agreement with Burke, Williams & Sorensen, LLP. to Provide Legal Services Regarding Charter Schools and Other Legal Services not limited to the 2022-2023 School Year – Katherine Wright, Superintendent  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_ Noes: \_\_\_\_ Absent: \_\_\_\_\_
  20. Request to Approve the three-year contract with Datapath for Technology support for fiscal year 2022-23 through 2024-25 - Fiscal Year 2022-23 will cost \$150,576 with 3% increases annual through 2024-25 – Paid with General, Adult Education and Cafeteria Funding – Tammy Busch, Chief Business Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_ Noes: \_\_\_\_ Absent: \_\_\_\_\_
  21. Request to Approve the Agreement with Cooperative Strategies to Provide a Developer Fee Justification Study – at a cost not to exceed \$8,000 Unrestricted General Funds – Tammy Busch, Chief Business Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_ Noes: \_\_\_\_ Absent: \_\_\_\_\_
  22. Re-Adjourn to continue Closed Session, if needed
  23. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Stone
  24. Adjournment  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_ Noes: \_\_\_\_ Absent: \_\_\_\_\_ 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>.**

TRANSLATION SERVICES: Available in Spanish at the Board meeting upon request. Contact the Superintendent's Office at (707) 374-1711 at least 24 hours prior to the meeting to request translation services.

**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 10, 2022, 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 14, 2022   ◆   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 14, 2022, at the Walnut Grove Elementary School, Walnut Grove, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

**4. CLOSED SESSION**

**4.1 Student Discipline** [Education Code Sections 49070 (c) and 76232 (c)]

- 4.1.1 Student Case# 2122-321-006
- 4.1.2 Student Case# 2122-311-007

**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 & Fagen Friedman & Fulfrost, LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)

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

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

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

Public Employee(s) Evaluation:

- 4.3.1 Superintendent
- 4.3.2 Chief Business Officer
- 4.3.3 Certificated
- 4.3.4 Classified
- 4.3.5 Public Employee(s) Searches, Appointment, Employment conditions
- 4.3.6 Complaint, Discipline, Dismissal, Non-reelects, & Releases
- 4.3.7 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6]  
Following negotiation meetings any/all units.
  - 4.3.7.1 RDUTA
  - 4.3.7.2 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 14, 2022

Attachments:   X  

From: Ken Gaston, Director of MOT

Item Number:   9.2.1  

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 2022.

**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 14, 2022**

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

**Maintenance & Operations:**

- **Bates Elementary**
  - Cut, trimmed, and raked branches in front of office. - \$280
  - Free up clog by using a power snake in shower drains in locker room. - \$1,032
  
- **Delta High School**
  - Replaced compressor for HVAC unit in classroom. - \$206
  - Football field track was edged and weeded for graduation. - \$120
  - Set up stage and chairs at football field for graduation. - \$400
  - Power washed and painted over parking lots for senior's paint day. - \$120
  
- **D. H. White Elementary**
  - Replaced O-ring and flush handle valves in staff bathroom. - \$100
  - Camacho Mechanical serviced HVAC unit in room 12. - \$480
  - Replaced wax ring and toilet bowl in staff bathroom. - \$160
  - Replaced flush, O-ring valves and handle seals in boy's bathroom. - \$120
  
- **Isleton Elementary School**
  - Replaced bubbler supply button for drinking fountain on main playground. - \$150
  
- **Rio Vista High School**
  - Mopped gym floor on May 12 and May 13 for intramurals. - \$120
  - Secured girl's restroom door stall. - \$115
  - Hanged academic banners in library. - \$160
  - Set up stage on football field for graduation. - \$320
  
- **Riverview Middle School**
  - Replaced sensor lens for water bottle filling station. - \$100
  - Transported student's boats to city pool to race. - \$160
  - Cleaned up the ramp heading down to lower field behind portables. - \$160
  - Cleaned up campus for the 8<sup>th</sup> grade picnic. - \$280

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

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

From: Tammy Busch, Chief Business Officer

Item Number: 9.2.1.1

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

**SUBJECT:**

Transportation Reduction in Service Discussion

**BACKGROUND:**

Like other states, California does not require transportation services for students to and from school. However, there are mandated classifications that requires districts to provide transportation services.

School districts across the state, as well as the River Delta Unified School District's Transportation Department, are suffering from a shortage of bus and van drivers. Michael Mimiaga, Supervisor of Transportation, and Codi Agan, Director of Personnel, have made tremendous ongoing efforts to hire both bus and van drivers. Reaching out through EDJOIN, school site postings, big hiring signs, social media posts, and flyers were posted throughout the Delta advertising the need for bus and van drivers, as well as, sending out several messages to parents and staff members through Parent Square expressing the same message.

To give prospective on the decline of staffing, in 2012-2013 the District had 12 bus and 2 car/van drivers. In 2018-2019 staff declined to eight (8) bus and four (4) car/van drivers and through 2020-2021 staffing remained fairly the same. In 2021-2022 staff further dropped to four (4) bus and three (3) car/van drivers.

**STATUS:**

During the 2021-2022 school year the District had five (5) regular bus routes and two (2) Special Education van routes. Due to the shortage of staff, we were forced to modify bus routes to community stops. Moving toward the 2022-2023 school year, we currently have four (4) drivers districtwide (2 bus drivers and 2 van drivers). Our Transportation Department does not have enough drivers to operate the already modified five (5) bus routes and the two (2) van routes.

The District will continue its efforts in hiring bus and van drivers to accommodate as many students as possible. However, at this time, with only four (4) total drivers (2 van and 2 bus) districtwide, the Transportation Department will only have enough drivers to provide transport services those students required by law.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Ken Gaston, Director of Maintenance, Operations, and Transportation

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board receives this information and advises the District staff on the desired direction of transportation services.

Time allocated: 10 minutes

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments:   X  

From: Nicole Latimer, Chief Educational Services Officer

Item Number:   9.3.2  

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

**SUBJECT:**

Presentation of the Districts' Single Plan for Student Achievement for D.H. White Elementary School; Isleton Elementary School; Riverview Middle School; River Delta High/Elementary School and Rio Vista High School for the 2022-2023 school year

**BACKGROUND:**

River Delta Unified School District (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 and campus culture.

**STATUS:**

During the June 14, 2022, regularly scheduled meeting of the RDUSD Board of Trustees, principals from D.H. White Elementary School; Isleton Elementary School; Riverview Middle School; River Delta High/Elementary School and Rio Vista High School will share successes, challenges and areas for continued growth as identified by each Single Plan for Student Achievement (SPSA).

**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 D.H. White Elementary School; Isleton Elementary School; Riverview Middle School; River Delta High/Elementary School and Rio Vista High School for the 2022-2023 school year.

Time allocated: 15 minutes



# SPSA Presentations

D.H White Elementary School  
Isleton Elementary School  
Riverview Middle School  
Rio Vista High School

RIVER DELTA UNIFIED  
SCHOOL DISTRICT



Presented by Nicholas Casey, Marcy Rossi, Victoria Turk, and Stacy Wallace



# D.H White Elementary

- Principal's 200 Club
- PBIS rewards program
- Kevin Bracey assemblies
- 6th Grade Dance
- Creative movement club
- Art club
- Field trips
- Parent Events

- 100% of Classrooms (K-6) participated in Standards Plus Intervention Program in both ELA and Math.
- School Wide PBIS program implemented (Principal's 200 Club, PBIS rewards, bullying prevention taught in classrooms, positive phone calls home).
- Enrichment opportunities: cooking class, health & wellness, creative movement club, running club, basketball team.

# Areas of Focus...

## Academics:

- 70% of students will increase RIT score by minimum of 10 points in ELA.
- 70% of students will increase RIT score by minimum of 10 points in ELA.
- 100% of students in grades 3-6 will receive daily instruction in Standards Plus.

## Engagement

- 100% of classroom teachers will use the PBIS online rewards system, which will decrease office referrals by 25%.
- 98% of families will be connected to Parent Square by October.

# Isleton Elementary School



## Highlights

Halloween Parade

Kevin Bracy Visits

100% Tiger Pride Day

Sly Park Science Camp

Donuts for Dads

Muffins for Moms

DH White Basketball Game

Egg Drop

Open House

Awards Night

Former Tiger Senior Visits

Field Day

Preschool/Kinder/6th Promotions





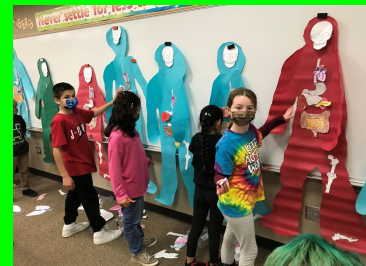
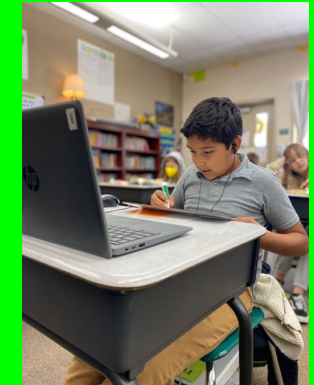


# “Go Tigers....ROAR!!”

- Reestablishment of Parent Involvement
- Social Emotional Learning and the Creation of Kindness Club
- Incorporation of Fine Arts Instruction



# Areas of Focus...

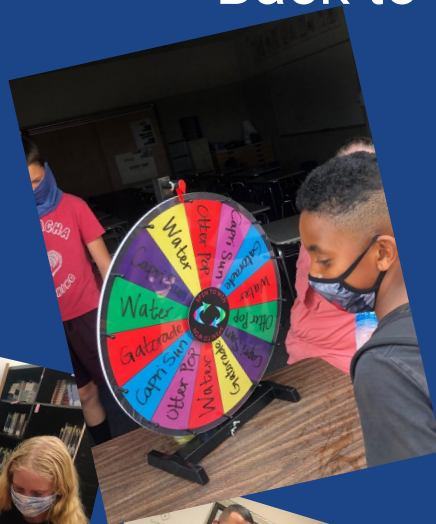


- **Closing the Achievement Gap**
  - Continue Intervention Implementation and Differentiated Instruction
  - 25% of students will be reclassified from ELD
  - 68% score meet or exceed in ELA and 63% in Math summative assessments.
  - Reduce the amount of students in the “at risk” category of MAP assessments by 10%
  - Data Wall Student Tracking conversations
- **Reducing our Chronic Absenteeism to 10%**
  - Through Student Engagement
    - Arts Integration: Visual and Performing Arts and Music
    - After School Program Sports
    - School Clubs and Activities
    - SARB process engagement
  - Continue Parent Engagement opportunities
    - Increase Parent Involvement by 10% (parent who attend 3 or more activities a year)
- **Social Emotional Learning with a focus on Restorative Practices**
  - Expand Restorative Justice Practices and Staff Training
  - Expand our Coordination of Services Team, that meet weekly to address social-emotional, academic and attendance issues that arise to try to reduce the barriers for student success.



# Riverview Middle School

# Back to "Normal"



# We Rocked the Panther Way!

- Continued work with SCOE ATSI Team (Writing, Rigor/Depth of Knowledge, Learning Intentions and Success Criteria)
- Positive School Culture (student interviews, 'feels like a family')
- Staff support was amazing!

# Areas of Focus...

## Continue Work with SCOE ATSI Team

### Writing Scores Goal

Organization 2.0 -> 2.5

Evidence 1.7 -> 2.2

Conventions 1.5 -> 1.7

## Continue to Grow our Positive School Culture

- Increase positive office referrals by 10% (661 this year)
- Decrease negative office referrals by 10% (249 this year)

# Rio Vista High School



## Highlights

- The kids came back
- Senior sunrise
  - Painting the parking lot
- Athletics
- Homecoming
- Spirit Weeks
  - Light up the Night Dance
  - Colorfest
- Academic Awards
- College & Athlete Signing
- Prom
- Graduation - Back on the Field



# ONCE A RAM ALWAYS A RAM!!

- Student Celebrations, Successes & Leadership
- MAP Goal Setting & Improved Scores
- Restorative Justice Practices



# Areas of Focus...

## • Academics

- 65% of 12th Grade Students will be A-G Ready
- 65% of RVHS Students will achieve a 3.0 GPA
- Less than 10% of Students will be ineligible
- 50% of RVHS students will be CTE completers

## • Parental Involvement

- 50% of RVHS Families will attend 3 or More Student or School Activities
- Multiple Parent Forums will be provided
- Utilize Technology to communicate with parents



## • Socio-Emotional Learning

- Recognize & Respect Student Diversity
- Equity & Inclusion for all Students, Staff, Parents
- Expand Restorative Justice Practices



# River Delta High/Elementary School





# Lots of New Things at RDHES!

- Opened a new classroom at DHS and hired a 2nd teacher - Jennifer Loscotoff
- More than doubled enrollment (from 14 to 37!)
- Developed a School Site Council and a School Site Plan for the 1st time!

# Areas of Focus...

## Fun Fridays!

- Hold monthly Fun Fridays at both sites (lunch, dessert, and prizes)
- Attendance goal = 30%

## Increase Student Success Rates

- Increase passing rate by 10% or more
- 2021-22 rates (through 3rd quarter)
  - RDHS - 63%
  - RDES - 52%

Thank you.

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 10.1

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

**SUBJECT:**

Request to approve the Minutes from the Regular meeting of the Board of Trustees held on May 10, 2022 and the Special meeting of the Board of Trustees held on May 26, 2022.

**BACKGROUND:**

Attached are the Minutes from the Regular and Special meeting of the Board of Trustees held on May 10<sup>th</sup> and May 26, 2022.

**STATUS:**

The Board is to review and approve.

**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 10, 2022

1. **Call Open Session to Order** – Board President Stone called the Open Session of the meeting of the Board of Trustees to order at 4:31 p.m. on May 10, 2022 at the Clarksburg Middle School, Clarksburg, California.

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

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

3.1 Board President Stone announced that there was a request from Superintendent Wright, to delete a few items to tonight's Board Closed Session and Open Session Agendas as well as submit a revised consent item 10.2 Personnel Transaction Report. The rationale is that at this time the items are no longer needed or need to be revised. The changes to the agenda were the deletion of:

**Closed Session**

4.1.1 Student Case# 2122-321-005

4.1.2 Student Case# 2122-321-006

**Open Session**

9.3.2 Presentation Showing the Results of the Progress Measurement of the Local Indicators on the California Dashboard – Nicole Latimer, Chief Educational Services Officer

19. Request Approval of Action Taken During Closed Session Regarding Student Discipline/Expulsion Hearing(s) or Stipulation Agreement(s) Action Taken to be Announced and Voted on Individually by Student Case Number to Maintain Student Confidentiality (Ed. Code 49070 (c) and 76232(c) - Board President Stone

4.1.1 Student Case #2122-321-005

4.1.2 Student Case #2122-321-006

And the revision of Consent Calendar 10.2 Personnel Action Report

*Member Apel moved to approve the changes to the agenda, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*

3.1 Public Comment on Closed Session Agenda Items. – None to report

4. **Board President Stone asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 4:34 pm**

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

5. **Open Session was reconvened at 6:46 pm**

5.1 Roll was retaken, all members were present.

Also present: Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer, Nicole Latimer, Chief Educational Service Officer 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)**

The Board did not take any actions during Closed Session. However, during Closed Session the Board had a Development Discussion with Counsel, Parker & Covert, LLC and River Delta Unified School District's Lead Negotiator for Developments, Joe Dixon, of Dixon Smart School House LLC. Name(s) unspecified as disclosure would jeopardize the service of process and/or existing/possible settlement negotiations.

## 7. Review and Approve the Open Session Agenda

Board President Stone asked for a motion to approve the Open Session Agenda with the changes made during Agenda item 3.1.

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

8. **Public Comment:** Parent and community member, John Stump, mentioned that he has volunteered for the Pear Fair for the past 15 years and is currently the treasure. He is in support of allowing the Courtland Pear Fair to continue as it has for the past 50 years and thanked the Board for the continued support of the District. He stated that the event is run strictly by volunteers and is usually a “break-even” event. The source of revenue comes from parking and alcohol sales. He feels this established event brings the community together.

Anna Swenson stated that, as a parent, she is winding down the last 20 days of her children attending schools in River Delta Unified School District. Some of her experiences have been amazing such as the Ag Department at Delta High School. She tributes Mr. Van Riper’s support to the success of one of her children. It is of her opinion that the District does not utilize the opportunities available to them such as reaching out to the generous farmers and community members, who want the schools to be successful. She also has the opinion that on some occasions the District works against the community. The community members only want to make the school even more amazing than they already are. It is her last wish that the District thinks “outside the box” to attract new students and parents and accentuate the wonderful things our schools have to offer.

## 9. Reports, Presentations, Information

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

- 9.1.1 Board Members’ report(s) Member Mahoney mentioned that he coaches the Rio Vista High School Swim Team and announced that Sophie Saldana made the Most Valuable Player (MVP) of the league. At Sections, schools in lower divisions competed against Division 3 schools. In Division 3, Rio Vista High School girls’ Varsity swimmers were ranked 8<sup>th</sup>, which is fantastic considering they were in competition with much larger schools and the Junior Varsity boys were ranked 7<sup>th</sup> thanks to the efforts of John Peterson who finished fourth overall in the section. He had the fastest time for Rio Vista High School in his event. Member Mahoney congratulated the team for their efforts. Member Mahoney stated that the Varsity Girls’ Relay Team was the best relay team he has ever coached, mentioning that two members of the relay team are Member Jelly’s daughters, Tess and Faith Jelly. At Championships, Faith Jelly placed in four events; two of them being individual events which were very competitive.

Member Lamera reported that he attended the Delta High School’s girls’ soccer match in the first round at Sections. He also mentions that Delta High and Rio Vista High Schools’ Baseball Teams will be playing against each other tomorrow in the first round of Section Championships.

Member Lamera mentioned that he attended the Yolo County Youth Empowerment Summit at UC Davis. This event was for high schools in Yolo County. The schools are invited to attend and participate in discussions about hot topics they are facing. He is looking forward to working with the administrators of Delta High School in an attempt to have students from Delta High School participate in the Summit next year.

- 9.1.2 Diversity, Equity and Injustice Committee report(s) Superintendent Wright mentioned that at the last Board meeting, the Board adopted Resolution #832 regarding diversity, equity and inclusion. A Committee that will be formed is open to all community members, parents, and staff. The District will work with a facilitator as these topics can be very hard for people to feel supported or that they may feel targeted in the conversations. Mr. Pender, Vice Principal of Delta High and Clarksburg Middle Schools, has agreed to help facilitate these committee discussions, as he also teaches classes at the college level and facilitates these type of conversations in many different settings. He attended a workshop on this subject and will bring his knowledge to the Committee at the next meeting.



Member Mahoney mentioned that the last meeting he expressed his feelings on changing the name of D.H. White Elementary School. He asked if this committee would place this topic on their agenda to be discussed.

9.1.3 Facilities Steering Committee report(s) No report given

9.1.4 Superintendent Wright's report(s) – Superintendent Wright reported that this last month has proven to be very eventful for all River Delta Unified District staff members. She mentioned that in accordance with Resolution #832 that was adopted at the last Board meeting, she attended the Planning Committee for the Diversity, Equity, and Inclusion Committee meeting to discuss the next steps in preparing to begin our journey on this important work districtwide.

Superintendent Wright noted that the District was honored to express their gratitude to the teachers, and staff members by delivering special treats to each site each day. She announced a special thank you to the Educational Services and Maintenance and Operation team members who volunteered to help with the deliveries.

Superintendent Wright extended her sincere gratitude to the California State Employees Association (CSEA) Chapter #319 negotiation team for their collaboration with the District. She was happy to announce that they had two productive sessions and reached a Tentative Agreement that is being reviewed through the 610 process and will be presented by the CSEA to its membership for ratification.

Superintendent Wright spoke on the challenges the District is facing regarding transportation. Providing the amount of services as in the past is not obtainable. She noted that pre-Covid the District had ten bus drivers, five each for the North and South areas. After receiving another two notices of retirement, the District will be reduced to one each in the North and South areas for the upcoming school year. The steps to become a bus driver is very extensive and finding potential drivers has been very difficult. The District has not been able to hire any contracted candidates for the bus driver positions. Conversations must begin on the future of transportation in the District. She indicated it will be on the agenda at the next meeting for discussion. She mentioned that students that are experiencing homelessness or students that have provisions written in their IEP will be required to be transported by law.

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 – Tammy Busch, Chief Business Officer; Ken Gaston, Director of MOT

9.2.1 ADA/Enrollment Report – Tammy Busch, Chief Business Officer reported that compared to last month the district-wide enrollment decreased by two (2) students and the district-wide ADA had a decreased of three (3). There are no monthly comparisons for the 2019-2020 and 2020-2021 school years due to Covid-19.

9.2.2 Monthly Financial Report – Tammy Busch, Chief Business Officer reported that the monthly financial summary report shows both the year-to-date budget and actual revenues and expenditures for each District fund. It also includes the percentage of the District's ending fund balance for the end of the month reported.

9.2.2.1 Cafeteria Administrative Review Report - Tammy Busch, Chief Business Officer reported that there was a little confusion when she started her position on which portion of the cafeteria program would be included in the Administrative Review. It was determined that all meals served in the District's cafeteria program were under Administrative Review this year. Ms. Busch provided the findings from the review and mentioned that the District has 30 days to submit corrective actions for approval. She noted that the corrective actions have been completed and submitted for approval.

9.2.2.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT added to Superintendent Wright reports regarding transportation. He stated that, not only does the District have a shortage of bus drivers, it has a shortage in van

drivers as well. The van drivers transport students with special needs in and outside of the District.

Mr. Gaston also reported that he has been verbally notified by the City of Rio Vista that watering will be limited to two days a week beginning June 10<sup>th</sup>, as well as reducing water consumption by 20%. This water restriction will greatly impact the schools and the ability to keep things green. Mr. Gaston stated that he anticipates to receive the official notice.

Member Mahoney mentioned that, while reviewing the current expenditures for the water bill from the City of Rio Vista, he noticed that the entire bill was \$9,000 which is the same amount one school site was invoiced in prior years; this is a huge savings for the District. He owes this savings to Ken Gaston and Sharon Silva for working with the City to rectify the issues.

Member Mahoney mentioned that, during the last Board meeting, he second the purchase of an industrial trash compactor using a funding source from Maintenance and Operations. Member Mahoney noted that he reread the backup materials and it indicated that the request of the purchase was to be paid using Measure K Bond Funds. He asked if this could be revisited to revise the funding source. Superintendent Wright noted that once an item is presented to the Board, discussed, and voted on, it is what is used for the purchase. Superintendent Wright believes the language on the Bond ballot is strictly for renovating buildings. New equipment for maintenance and operations to her knowledge is not a viable expenditure for Measure K Funds. She stated that she will investigate the Bond language for future purchases.

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

9.3.1 Educational Services Update – Nicole Latimer, Chief Educational Services Officer, provided a slide show that consisted of activities at each of the school sites. She mentioned that state testing is now being conducted. She also mentioned that, during teacher and staff appreciation week, each day teachers and staff received a small treat or lunch. The Educational Services Department is working on details for the summer programs and year-end submissions. Ms. Latimer gave a brief summary of the MAP test score results for the District. Board President Stone requested that she send a copy of the test results to the Board members.

9.3.2 ~~Presentation Showing the Results of the Progress Measurement of the Local Indicators on the California Dashboard – Nicole Latimer, Chief Educational Services Officer - PULLED~~

9.3.3 Special Education Update – Nicole Latimer, Chief Educational Services Officer reported on behalf of Ms. Cronin. She mentioned that Ms. Cronin continues to visit the school sites and continues to meet with case managers regularly. She is working on caseload and support needs for next school year.

9.4 River Delta Unified Teachers Association (RDUTA) Update – Alyson Stiles, RDUTA President – No report given

9.5 California State Employees Association (CSEA) Chapter #319 Update – David Groves, Interim CSEA President, Delta Chapter #319 – No report given

**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 – April 12, 2022

10.2 Receive and Approve Monthly Personnel Report - As of May 10, 2022 - REVISED

- 10.3 Request to Approve District's Monthly Expenditure Report  
April 2022
- 10.4 Request to Approve the Rio Vista High School Class of 2022 Graduation Trip to Disneyland in Anaheim, California on May 26-27, 2022 – Victoria Turk, Principal
- 10.5 Request to Approve the Delta High School Class of 2022 Senior Trip to Disneyland in Anaheim, California on May 31-June 1, 2022 – Christine Mabery, Principal
- 10.6 Request to Approve Victoria Turk, Principal; Katherine Ingalls, Vice Principal and Drake Sherman, Athletic Director as Rio Vista High Representatives to CIF Leagues for the 2022-2023 School Year – Victoria Turk, Principal
- 10.7 Request to Approve the 2021-2022 General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Kids Occupational Therapy, Inc.) to provide Speech and Occupational Therapy Services for District Students at a cost not to exceed \$20,000, Special Education Funds – Nicole Latimer, Chief Educational Services Officer
- 10.8 Request to Approve the Independent Contract for Services Agreement with Judy Boers, M.S. for the 2021-2022 School Year to Provide Psychological Assessments for District Students in Non-public School Settings, at a cost not to exceed \$10,000, Special Education Funds – Nicole Latimer, Chief Educational Services Officer
- 10.9 Request to Approve an Overnight Field Trip for Delta High School's Future Farmers of America (FFA) Students to Monterey Bay and Santa Cruz Boardwalk – Christine Mabery, Principal
- 10.10 Donations or Receive and Acknowledge  
**Rio Vista High School – Joseph Turk Memorial Scholarship Fund in memory of Nancy Sappington**  
Danny and Delinda Bowers  
Victoria Turk and Family

Member Stone acknowledged those who donated and thanked them for their continuing support.  
*Member Lamera moved to approve, Member Riley second. Motion passed 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)*

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

- 11. Request to Approve the First Reading of the Updated or New Board Policies, Administrative Regulation and or Exhibits Due to New Legislation or Mandated Language and Citation Revisions as of March 2022 – Katherine Wright, Superintendent  
*Member Lamera moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
- 12. Request to Approve Second and Final Reading of Board Policy 1330, Use of School Facilities – Tammy Busch, Chief Business Officer - Superintendent Wright provided information regarding the current Administrative Regulation 1330 that was up for discussion. After further investigation on the definition of pupil and input from Cabinet and the Leadership Team, she recommends keeping the Policy/Regulations as status quo. There were several public comments in support of allowing the Pair Fair to continue as it has for the past 50 years, allowing the sale and consumption of alcohol, while following all the safety measures and requirements. This event provides fundraising opportunities for community entities and benefit the schools in the area. One public comment came in support of allowing the sale and consumption of alcohol at a local music festival to be held at the Rio Vista High School Football Stadium by local community services clubs to raise money for the organizations. These organizations provide support to District programs each year.  
*Member Lamera moved to approve, Member Jelly seconded. Motion carried 6 (Ayes: Riley, Casillas, Lamera, Apel, Jelly, Stone): 1 (Nays: Mahoney): 0 (Absent:)*

13. Request to Approve Second and Final Reading of Exhibit 1330, Application for Use of School Facilities Permit and Fee Schedule – Tammy Busch, Chief Business Officer  
*Member Apel moved to approve, Member Lamera seconded. Motion carried 6 (Ayes: Riley, Casillas, Lamera, Apel, Jelly, Stone): 1 (Nays: Mahoney): 0 (Absent:)*
14. Request to Approve the Contract Agreement with Nicolay Consulting Group (NCG) to Deliver a GASB 75 Accounting Valuation Report for Fiscal year 2021-22 and 2022-23 - \$11,000, General Funds – Tammy Busch, Chief Business Officer  
*Member Lamera moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
15. Request to Approve the One-time Basis Surplus E-waste Items to be Picked Up and the Serial Numbers of Items Provided After the Fact in June 2022 – Tammy Busch, Chief Business Officer  
*Member Casillas moved to approve, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
16. Request the Board to Review, Prioritize and Approve the Bond Initial Project Lists Estimated Costs – Tammy Busch, Chief Business Officer  
*Member Mahoney moved to approve, Member Apel seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
17. Request Approval the Fee Proposal for Professional Design Services with HKIT Architects for the Walnut Grove Elementary School Fire Alarm Replacement Project – SFID #2 Bond Funds, not to exceed \$58,000 - Tammy Busch, Chief Business Officer  
*Member Casillas moved to approve, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
18. Request to Approve the Agreement with RGM Kramer, Inc. to Provide Construction Management Services for the Walnut Grove Fire Alarm Replacement Project – SFID#2 Bond Funds – Not to exceed \$41,500 – Tammy Busch, Chief Business Officer  
*Member Apel moved to approve, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
19. ~~Request Approval of Action Taken During Closed Session Regarding Student Discipline/Expulsion Hearing(s) or Stipulation Agreement(s) Action Taken to be Announced and Voted on Individually by Student Case Number to Maintain Student Confidentiality (Ed. Code 49070 (c) and 76232(c)– Board President Stone - PULLED~~  
~~4.1.1 Student Case #2122 321 005~~  
~~4.1.2 Student Case #2122 321 006~~
20. Re-Adjourn to continue Closed Session, if needed – Board President Stone reported that re-adjourning to Closed Session was not necessary.
21. 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.
22. Adjournment: There being 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 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*

The meeting was adjourned at 9:47 pm

Submitted:

Approved:

---

Katherine Wright, Superintendent and Secretary to the Board of Trustees

---

Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder  
End

# RIVER DELTA UNIFIED SCHOOL DISTRICT

## MINUTES

### SPECIAL MEETING

May 26, 2022

1. **Call Open Session to Order** – Board Vice President Mahoney called the Open Session of the meeting of the Board of Trustees to order at 3:30 p.m. on May 26, 2022 at the District Office of the River Delta Unified School District, Rio Vista, California.
2. **Roll Call of Members:**
  - Jennifer Stone, President (Absent)
  - Dan Mahoney, Vice President
  - Marilyn Riley, Clerk
  - Rafaela Casillas, Member (Absent)
  - Marcial Lamera, Member (Arrived 3:32 pm)
  - Wanda Apel, Member
  - Randall Jelly, MemberAlso, Present: Katherine Wright, Superintendent and Jennifer Gaston, Recorder.
3. **Review Closed Session Agenda**
  - 3.1 Board Vice President Mahoney announced items on the Closed Session Agenda
  - 3.2 Public Comment on Closed Session Agenda Items Only – None to report
4. **Board Vice President Mahoney asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 3:31 pm**
  - Member Jelly moved to approve, *Member Riley seconded. Motion carried*
  - Vote 4 (Ayes: Riley, Apel, Jelly, Mahoney): 0 (Nays): 3 (Absent: Stone, Casillas, Lamera)*
5. **Open Session was reconvened at 4:32 pm**
  - 5.1 Roll was retaken. Members Stone and Casillas were absent. All other members were present.
    - Also, present: Katherine Wright, Superintendent and Jennifer Gaston, Recorder.
  - 5.2 Pledge of Allegiance was led by Board Vice President Mahoney
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)
  - Board Vice President Mahoney reported that, during Closed Session, the Board did not take any actions.
7. **Review and Approve the Open Session Agenda**
  - Board Vice President Mahoney asked for a motion to approve the Open Session Agenda.
  - Member Lamera moved to approve, *Member Riley seconded. Motion carried*
  - Vote 5 (Ayes: Riley, Lamera, Apel, Jelly, Mahoney): 0 (Nays): 1 (Absent: Stone, Casillas)*
8. **Public Comment:** None to report
9. Request to approve the Personnel Transaction Report as of May 26, 2022 – Katherine Wright, Superintendent
  - Member Jelly moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Riley, Lamera, Apel, Jelly, Mahoney): 0 (Nays): 2 (Absent: Stone, Casillas)*
10. **Adjournment:** There being no further business before the Board, Board Vice President Mahoney asked for a motion to adjourn.
  - Member Lamera moved to approve, Member Apel seconded. Motion carried 5 (Ayes: Riley, Lamera, Apel, Jelly, Mahoney): 0 (Nays): 2 (Absent: Stone, Casillas)*

The meeting was adjourned at 4:37 p.m.

Submitted:

Approved:

---

Katherine Wright, Superintendent and  
Secretary to the Board of Trustees

---

Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder

End

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments: X

From: Codi Agan, Director of Personnel

Item Number: 10.2

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

**SUBJECT:**

Request to Approve the Monthly Personnel Transaction Report

**BACKGROUND:**

**STATUS:**

**PRESENTER:**

Codi Agan, Director of Personnel

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board approves the Monthly Personnel Transaction Report as submitted

Time allocated: 2 minutes





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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

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

From: Tammy Busch, Chief Business Officer

Item Number: 10.3

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

**SUBJECT:**

Approve Monthly Expenditure Summary

**BACKGROUND:**

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

**STATUS:**

**PRESENTER:**

Tammy Busch, 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 01, 2022, 11:13 AM



1CKR-RTDP-4K9D	RMS	REFUND	05/31/2022	22353150	PO-220828	165.42-	N
1GWD-TJVD-QCKQ	RMS	SUPPLIES	05/31/2022	22353150	PO-220828	206.49	N
1PY7-HHH4-QX4K	RMS	SUPPLIES	05/31/2022	22353150	PO-220829	62.87	N
1PY7-HHH4-QX4K	RMS	SUPPLIES	05/31/2022	22353150	PO-220829	77.54	N
17JH-W9R9-X1TC	RMS	SUPPLIES	05/31/2022	22353150	PO-220830	345.93	N
17JH-W9R9-X1TC	RMS	SUPPLIES	05/31/2022	22353150	PO-220830	491.58	N
1PNM-YD3V-PNRR	RMS	SUPPLIES	05/31/2022	22353150	PO-220853	470.05	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015430 AMAZON (Continued...)		1PNM-YD3V-TWT7 RMS BULB	05/31/2022	22353150 PO-220854	80.15	N
		1PJE-KF3V-1CV6 RMS SUPPLIES	05/31/2022	22353150 PO-220874	227.02	N
013806 ANTIOCH GLASS 1207 AUTO CENTER DRIVE ANTIOCH, CA 94509  (925) 777-9191 N CONCORD GLASS	641.45	73432 TRANS REPAIR	05/03/2022	22347980 PV-220710	641.45	N
014529 APPLE EDUCATION 5300 RIATA PARK CRT. BLDG C AUSITN, TX 78727  (512) 674-6821 N	327.29	AH38870182 IPAD	05/10/2022	22349359 PO-220841	327.29	N
012964 ASSOCIATED VALUATION SERVICES 1501 COFFEE ROAD SUITE N MODESTO, CA 95355  (209) 543-8245 N	2,130.21	7015 WITS INVENTORY 6537 INVENTORY LABELS	05/03/2022 05/31/2022	22347981 PV-220711 22353152 PV-220811	1,295.21 835.00	N N
012228 AUDIO DYNAMIX INC 2770 S HARBOR BLVD STE D SANTA ANA, CA 92704  (800) 305-8441 N	3,692.73	18225 SOUND MACH PACKAGE	05/10/2022	22349360 PO-220817	3,692.73	N
015606 BANGA, CHRSTINA 982 VIRGINIA DR RIO VISTA, CA 94571  ( 0) - 0 N	41.55	LUNCH MONEY REIMB	05/03/2022	22347997 TC-220556	41.55	N
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710	6,376.62	RMS ELKAY SUPPLIES MAINT SUPPLIES DHS CALCULATORS RMS PORTS GAMES	05/17/2022 05/17/2022 05/17/2022 05/17/2022	22350629 PO-220525 22350629 PO-220783 22350629 PO-220785 22350629 PO-220813	839.50 129.74 111.90 1,812.00	N N N N

( 0) - 0

N

DHW STAFF APPRECIATION	05/17/2022	22350629	PO-220822	707.00	N
DHW HOTEL/CONF	05/17/2022	22350629	PO-220827	781.02	N
DHW PBIS CONF	05/17/2022	22350629	PO-220834	100.00	N
SP ED GRAD TRIP AIDE	05/17/2022	22350629	PO-220840	399.00	N
RMS TRANSPORTATION	05/17/2022	22350629	PO-220879	1,115.25	N
MAINT REFUND	05/17/2022	22350629	PV-220759	176.59-	N
ISLE PRSCL HOTEL/CLINE	05/17/2022	22350630	PV-220759	557.80	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	05/19/2022	22351210 PV-220766	25.00	N
015254 BANKSTON, STACEY 3130 BALFOUR ROAD STE D-112 BRENTWOOD, CA 94513  ( 0) - 0 Y	900.00	1008 RVHS PROF DEVLPMNT	05/03/2022	22347969 PO-220551	900.00	Y
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553  (209) 465-1986 N BALCO HOLDINGS	13,001.15	DW ALARM DW ALARMS RVHS FIRE MONITORING DW ALARM	05/03/2022 05/12/2022 05/12/2022 05/26/2022	22347970 PO-220288 22349947 PO-220288 22349947 PO-220288 22352569 PO-220288	4,799.75 4,372.26 2,037.18 1,791.96	N N N N
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680  ( 0) - 0 N	259.50	APRIL MILEAGE APRIL MILEAGE APRIL MILEAGE	05/17/2022 05/17/2022 05/17/2022	22350637 TC-220579 22350637 TC-220579 22350637 TC-220579	86.50 86.50 86.50	N N N
011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615  ( 0) - 0 N	212.74	BATES REIMB BATES REIMB	05/10/2022 05/10/2022	22349383 TC-220571 22349383 TC-220571	168.55 44.19	N N
002104 BEL AIR P.O. BOX 15618 SACRAMENTO, CA 95852  (888) 208-8930 N	9.15	5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES	05/12/2022 05/12/2022	22349958 PO-220692 22349958 PO-220692	4.57 4.58	N N
013642 BLACK POINT ENVIRONMENTAL INC	1,137.55	2016 PROJ 247, 146 MAGNOLIA	05/19/2022	22351211 PV-220767	1,137.55	N

930 SHILOH RD BLDG 40F  
WINDSOR, CA 95492

(707) 837-7407

N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015603 BLANCHARD, JENNIFER 405 DROUIN DR RIO VISTA, CA 94571	8.00	LUNCH MONEY REIMB	05/03/2022	22347998 TC-220554	8.00	N
( 0) - 0						N
015161 BRG PUBLICATIONS 5111 BUTLER RIDGE DR WINDERMERE, FL 34786	215.00	6027 CAR RIDER TAGS 6027 CAR RIDER TAGS 6027 CAR RIDER TAGS 6027 CAR RIDER TAGS 6027 CAR RIDER TAGS	05/12/2022 05/12/2022 05/12/2022 05/12/2022 05/12/2022	22349938 PO-220801 22349938 PO-220801 22349938 PO-220801 22349938 PO-220801 22349938 PO-220801	107.50 107.50 8.73 8.73- 8.73	N N N N N
(407) 948-0787						N
015095 BRIOSO, TRINIDAD 9674 JAN MARIE WAY ELK GROVE, CA 95624	135.01	APRIL MILEAGE	05/17/2022	22350638 TC-220580	135.01	N
(209) 625-7663						N
015204 BROOKCREST WATER COMPANY 1908 D ST SACRAMENTO, CA 95811-1123	159.40	101414 MOKE 102296 WG ASP 136357 BATES	05/19/2022 05/19/2022 05/19/2022	22351212 PV-220768 22351212 PV-220768 22351212 PV-220768	17.50 98.80 43.10	N N N
(916) 441-7261		N WATERCO OF CAL				
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815	46.63	430727 DHS PRINT	05/12/2022	22349948 PO-220225	46.63	N
(916) 923-0500						N
015255 BUSLOOP 700 45TH AVE OAKLAND, CA 94601	1,350.00	5112022 RVHS CHARTER BUS	05/19/2022	22351213 PV-220769	1,350.00	N
(510) 209-6691						N
003681 CALIFORNIA AMERICAN WATER	849.83	ISLE WATER SERV	05/12/2022	22349965 PV-220737	849.83	N

P.O. BOX 7150  
PASADENA, CA 91109-7150

(888) 237-1333

N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047  (209) 369-6887 N	1,256.12	ISLE WASTE SERVICE	05/12/2022	22349966 PV-220736	1,256.12	N
011734 CALIFORNIA WELDING SUPPLY CO P.O. BOX 567 817 S CENTER STREET STOCKTON, CA 95201  (209) 466-8604 N	215.44	841391/845634 RVHS AG SUPPLIES 841391/845634 RVHS AG SUPPLIES	05/19/2022 05/19/2022	22351200 PO-220609 22351200 PO-220609	107.72 107.72	N N
014242 CAMACHO MECHANICAL 618 A AIRPORT RD RIO VISTA, CA 94571  (209) 607-9807 Y DAVID CAMACHO	856.25	8465 MAINT REPAIRS 8475/8474 MAINT REPAIRS	05/03/2022 05/24/2022	22347982 PV-220712 22351869 PV-220786	341.21 515.04	Y Y
013820 CAROLINA BIOLOGICAL SUPPLY CO. 2700 YORK ROAD BURLINGTON, NC 27215  (800) 334-5551 N	248.53	51769864 ISLE SUPPLIES	05/19/2022	22351192 PO-220858	248.53	N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513  ( 0) - 0 N	135.88	DHW CONF REIMB	05/10/2022	22349384 TC-220572	135.88	N
012184 CDE P.O. BOX 515006 SACRAMENTO, CA 95851-5006  ( ) - N	345.00	C-067894 CHLD NTRN OVRPYMNT	05/31/2022	22353157 PV-220817	345.00	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  ( 0) - 0 N	2,153.87	BATES/MOKE/TRANS WASTE	05/12/2022	22349967 PV-220738	2,153.87	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641  (916) 777-7770 N	411.05	89961 ISLE SEWER	05/12/2022	22349949 PO-220159	411.05	N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571  ( 0) - 0 N RIO VISTA FIRE	9,371.20	RV WATER SERV RV SEWER SERV	05/12/2022 05/12/2022	22349950 PO-220286 22349950 PO-220286	6,098.11 3,273.09	N N
015265 CLARK PEST CONTROL OF STOCKTON PO BOX 1480 LODI, CA 952411480  (800) 936-3339 N	55.00	31082936 RVHS CAFE PEST CONTRO	05/31/2022	22353158 PV-220818	55.00	N
014088 CLINE, SUZANNE 540 S. 3RD STREET RIO VISTA, CA 94571  ( 0) - 0 N	183.85	CONF REIMB	05/17/2022	22350642 TC-220584	183.85	N
012507 COMMITTEE FOR CHILDREN 2815 SECOND AVENUE SUITE 200 SEATTLE, WA 98121-3207  (800) 634-4449 N	7,155.50	2033665 LICENSE 2033665 LICENSE	05/10/2022 05/10/2022	22349362 PO-220845 22349362 PO-220845	1,289.06 5,866.44	N N

---



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014177 COMMUNITY PLAYTHINGS PO BOX 2 ULSTER, NY 12487  (800) 777-4244	6,176.19	R663U-1 PRSCL SUPPLIES S707G-1 PRSCL SUPPLIES	05/19/2022 05/19/2022	22351199 PO-220727 22351199 PO-220868	3,528.12 2,648.07	Y Y
013922 COMPREHENSIV DRUG TESTING 230 COMMERCE, SUITE 100 IRVINE, CA 92602  (714) 852-5200	268.00	51001 DOT TESTING	05/03/2022	22347959 PO-220143	268.00	N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357  (704) 936-1722	1,641.06	53443 DW NETWORK 53443 DW NETWORK	05/03/2022 05/03/2022	22347983 PV-220713 22347983 PV-220713	15,014.83 13,373.77-	N N
015226 CULLIGAN OF NAPA VALLEY 1429 ILLINOIS STREET ST# 1 FAIRFILED, CA 94533  (707) 558-1000	154.35	844261/101708 DO & RVHS WATER	05/12/2022	22349968 PV-220739	154.35	N
013983 CUMMINGS WEST 875 RIVERSIDE PARKWAY WEST SACRAMENTO, CA 95605  (916) 376-1500	1,599.82	Y5-69670 MAINT SUPPLIES	05/12/2022	22349969 PV-220740	1,599.82	N
015278 CYBERREEF SOLUTIONS 415 TEXAS STREET, SUITE 300 SHREVEPORT, LA 71101  (318) 497-7230	2,400.00	23603 CIPA FILTERING	05/12/2022	22349939 PO-220734	2,400.00	N
013876 DATAPATH PO BOX 886009	15,202.22	155416 DW IT SERVICES 155416 DW IT SERVICES	05/10/2022 05/10/2022	22349366 PO-220191 22349366 PO-220191	121.82 11,573.21	N N

LOS ANGELES, CA 90088-6009

(888) 693-2827

N

`155416 DW IT SERVICES	05/10/2022	22349366	PO-220191	121.82	N
155416 DW IT SERVICES	05/10/2022	22349366	PO-220191	121.82	N
155416 DW IT SERVICES	05/10/2022	22349372	PO-220191	243.64	N
155306 SP ED LAPTOP	05/10/2022	22349363	PO-220837	1,039.12	N
155417 MNGD STORAGE	05/12/2022	22349970	PV-220741	450.00	N
155545 DHS COMP HARD DRIVE	05/19/2022	22351193	PO-220890	75.79	N
155190 LAPTOP RMS	05/24/2022	22351848	PO-220688	1,005.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013876 DATAPATH (Continued...)		155106 MANAGED STORAGE	05/24/2022	22351870 PV-220788	450.00	N
013722 DE LAGE LANDEN PUBLIC FINANCE	1,945.96	76155103 DO LEASE	05/03/2022	22347984 PV-220714	100.38	N
1111 OLD EAGLE SCHOOL ROAD		76414146 F5 LEASE	05/24/2022	22351859 PO-220039	80.81	N
WAYNE, PA 19087		76414112 WG LEASE	05/24/2022	22351859 PO-220089	167.01	N
		76431790 BATES SUPPLIES	05/24/2022	22351859 PO-220230	355.58	N
(800) 736-0220 N		76456700 DO LEASE	05/24/2022	22351871 PV-220789	447.52	N
		76469072 DO LEASE	05/26/2022	22352577 PV-220794	794.66	N
002819 DELTA CARE	75.50	MAY 2022 SUMMER HEALTH PREMIUM	05/12/2022	22349971 PV-220742	75.50	N
DEPT #0170						
LOS ANGELES, CA 90084-0170						
( 0) - 0 N						
012807 DELTA ELEMENTARY CHARTER	148,469.00	MAY TAX IN LIEU	05/03/2022	22347985 PV-220715	148,469.00	N
SCHOOL						
36230 N SCHOOL ST						
CLARKSBURG, CA 95612						
(916) 995-1335 N						
014067 DISCOVERY OFFICE SYSTEMS	320.26	55E1674206 BATES CNTRCT	05/12/2022	22349954 PO-220231	41.70	N
1269 CORPORATE CENTER PARKWAY		55E1676019 WG CONTRACT	05/26/2022	22352570 PO-220351	38.53	N
SANTA ROSA, CA 95407		55E1674995 ISLE SERV CONTRACT	05/26/2022	22352580 PV-220797	240.03	N
(707) 570-1000 N						
015248 DIXON SMARTSCHOOLHOUSE	2,347.50	1346 CONSULTING	05/10/2022	22349374 PO-220546	2,347.50	N
4 VIA CANCION						
SAN CLEMENTE, CA 92673						
( 0) - 0 N						
000188 DOLK TRACTOR COMPANY	537.90	41422/42822 MAINT SUPPLIES	05/19/2022	22351215 PV-220770	537.90	N
242 N. FRONT STREET						
RIO VISTA, CA 94571						
( 0) - 0 N						

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013005 DUDE SOLUTIONS 11000 REGENCY PARKWAY SUITE 200 CARY, NC 27518  (919) 816-8237	2,760.56	110567 MAINT SOFTWARE	05/24/2022	22351847 PO-220108	2,760.56	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166  ( 0) - 0	15,144.55	290016 TRANS FUEL 290823 TRANS FUEL 290467/291010/291088 FUEL	05/03/2022 05/19/2022 05/24/2022	22347971 PO-220142 22351201 PO-220142 22351860 PO-220142	4,115.29 5,584.30 5,444.96	N N N
010413 EARLYCHILDHOOD LLC 2 LOWER RAGSDALE SUITE 200 MONTEREY, CA 93940  (800) 836-9515	290.24	P41279440001 ISLE SUPPLIES	05/26/2022	22352567 PO-220865	290.24	N
015659 EDWARDS, STEVENS, AND TUCKER 333 UNIVERSITY AVE. #200 SACRAMENTO, CA 95825  (916) 565-7697	5,945.00	4116 ATTY FEES 4116 ATTY FEES 4116 ATTY FEES	05/24/2022 05/24/2022 05/24/2022	22351872 PV-220790 22351872 PV-220790 22351872 PV-220790	2,525.00 2,964.00 456.00	Y Y Y
001498 EMPLOYMENT DEVELOPMENT DEPT P.O. BOX 2482 SACRAMENTO, CA 95812-2482  (916) 653-5380	1,556.39	L0623511312 SEF LOCAL EXP CHRG	05/26/2022	22352578 PV-220795	1,556.39	N
015510 FAGEN FRIEDMAN & FULFROST LLP PO BOX 8445 PASADENA, CA 91109-8445  ( 0) - 0	3,139.00	200860 ATTY FEES	05/10/2022	22349377 PV-220729	3,139.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013913 FLORAL FRESH 1127 FEE DRIVE SACRAMENTO, CA 95815	474.97	1266830/1267180 DHS AG SUPPLIE	05/19/2022	22351194 PO-220283	146.27	N
		1266830/1267180 DHS AG SUPPLIE	05/19/2022	22351194 PO-220283	146.27	N
		1271652/1272238 DHS AG SPPLS	05/24/2022	22351861 PO-220888	91.22	N
		1271652/1272238 DHS AG SPPLS	05/24/2022	22351861 PO-220888	91.21	N
(916) 504-3591						N
015658 FORTES, JACOB 541 WALLACE STRET RIO VISTA, CA 94571	865.78	STALEDATE WARRANT 22504688	05/19/2022	22351216 PV-220771	865.78	N
(916) 612-4188						N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	4,173.52	DW PHONE SERVICE	05/12/2022	22349951 PO-220287	3,772.12	N
		070121-8 WG CIRCUIT	05/12/2022	22349972 PV-220743	401.40	N
( 0) - 0						N
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609	5,530.00	1324220 PROF SERVICES	05/12/2022	22349973 PV-220744	5,530.00	N
(916) 444-5100						N
015575 GRADY, TARRAH 840 FLORES WAY RIO VISTA, CA 94571	14.30	LUNCH MONEY REIMB	05/03/2022	22347999 TC-220526	14.30	N
( 0) - 0						N
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479	386.53	9277204641 MAINT SUPPLIES	05/03/2022	22347986 PV-220716	31.69	N
		9272578205 MAINT SUPPLIES	05/03/2022	22347986 PV-220716	231.54	N
		9292610426 MAINT SUPPLIES	05/19/2022	22351217 PV-220772	123.30	N
(916) 372-7800		N W.W. GRAINGER				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015576 GRANTHAM, DARCY 2889 GOLDENEYE CT W. SACRAMENTO, CA 95691	13.65	LUNCH MONEY REIMB	05/03/2022	22348000 TC-220527	13.65	N
( 0) - 0						N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831	685.33	31470918 CMS LEASE 31624949 DHS LEASE	05/10/2022 05/24/2022	22349378 PV-220730 22351873 PV-220791	309.95 375.38	N N
(877) 311-4422						N
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690-	480.85	13112 MAINT PARTS 13112 MAINT SUPPLIES	05/12/2022 05/19/2022	22349974 PV-220745 22351218 PV-220773	134.21 346.64	N N
(916) 776-1744						N THE LYMAN GROU
015577 GUTIERREZ, ELSIRA 2707 AMERADA RD RIO VISTA, CA 94571	24.10	LUNCH MONEY REIMB	05/03/2022	22348001 TC-220528	24.10	N
( 0) - 0						N
015578 GUTIERREZ, SONIA 608 ANDERSON WAY RIO VISTA, CA 94571	16.90	LUNCH MONEY REIMB	05/03/2022	22348002 TC-220529	16.90	N
( 0) - 0						N
015584 HALFIN, ETHEL 7758 HASTINGS ISLAND RD RIO VISTA, CA 94571	1.50	LUNCH MONEY REIMB	05/03/2022	22348003 TC-220534	1.50	N
( 0) - 0						N
014868 HALL, SARA PO BOX 9586	2,750.00	SP ED BHVR ASSMNTS	05/10/2022	22349367 PO-220179	2,750.00	Y



TRUCKEE, CA 96162

(916) 640-3533

Y

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354	7,287.50	SP ED OCC THERAPY W/E 5/3 SP THERAPY W/E 5/20	05/10/2022 05/24/2022	22349364 PO-220176 22351874 PV-220792	4,317.50 2,970.00	Y Y
(209) 604-8533		Y WAYNE STEVENSO				
015581 HERNANDEZ, BLANCA 50 RIVER RD #38 RIO VISTA, CA 94571	21.45	LUNCH MONEY REIMB	05/03/2022	22348004 TC-220531	21.45	N
( 0) - 0		N				
015579 HERNANDEZ, CHRISTINA 840 FLORES WAY RIO VISTA, CA 94571	2.90	LUNCH MONEY REIMB	05/03/2022	22348005 TC-220530	2.90	N
( 0) - 0		N				
012352 HOME DEPOT 2121 CADENASSO DRIVE FAIRFIELD, CA 94533	1,103.48	DHS AG SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES	05/03/2022 05/03/2022 05/24/2022 05/24/2022	22347973 PO-220693 22347973 PO-220693 22351849 PO-220693 22351849 PO-220693	381.49 381.48 170.26 170.25	N N N N
(707) 426-9600		N				
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047	2,377.01	MAINT SUPPLIES RVHS AG WOODSHOP RVHS AG SUPPLIES RVHS AG SUPPLIES MAINT SUPPLIES RVHS AG SUPPLIES RVHS AG SUPPLIES	05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/24/2022 05/24/2022 05/24/2022	22347972 PO-220115 22347960 PO-220341 22347972 PO-220656 22347972 PO-220656 22351862 PO-220115 22351862 PO-220656 22351862 PO-220656	784.39 475.68 119.46 119.47 559.66 159.17 159.18	N N N N N N N
( 0) - 0		N				
013947 HOME DEPOT PRO PO BOX 742056 LOS ANGELES, CA 90074-2056	5,519.80	680554797 MAINT SUPPLIES 681577433 MAINT SUPPLIES 677735649 MAINT SUPPLIES 679539635 MAINT SUPPLIES 676956386 MAINT SUPPLIES 675853634 MAINT SUPPLIES 675853626 MAINT SUPPLIES	05/12/2022 05/12/2022 05/12/2022 05/12/2022 05/12/2022 05/12/2022 05/12/2022	22349952 PO-220125 22349952 PO-220125 22349952 PO-220125 22349952 PO-220125 22349952 PO-220125 22349952 PO-220125 22349952 PO-220125	457.91 677.40 111.42 198.45 274.58 52.33 68.72	N N N N N N N
(877) 577-1114		N				

677465197	MAINT SUPPLIES	05/12/2022	22349952	PO-220125	104.71	N
682650791	MAINT SUPPLIES	05/19/2022	22351202	PO-220125	213.86	N
683713226	MAINT SUPPLIES	05/19/2022	22351202	PO-220125	308.99	N
683987093	MAINT SUPPLIES	05/19/2022	22351202	PO-220125	225.49	N
676956394	MAINT SUPPLIES	05/19/2022	22351202	PO-220125	192.92	N
682890116	MAINT SUPPLIES	05/19/2022	22351202	PO-220125	66.62	N
675930937	MAINT REFUND	05/19/2022	22351202	PO-220125	22.28-	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013947 HOME DEPOT PRO (Continued...)		680554763 MAINT SUPPLIES	05/19/2022	22351202 PO-220125	98.22	N
		682890108 MAINT SUPPLIES	05/19/2022	22351202 PO-220125	66.62	N
		680554771 MAINT SUPPLIES	05/19/2022	22351202 PO-220125	136.26	N
		680554789 MAINT SUPPLIES	05/19/2022	22351202 PO-220125	39.68	N
		676343916 MAINT SUPPLIES	05/19/2022	22351202 PO-220125	42.51	N
		684232341 MAINT SUPPLIES	05/19/2022	22351202 PO-220125	109.42	N
		678741513 MAINT SUPPLIES	05/19/2022	22351202 PO-220125	60.05	N
		682728886 MAINT SUPPLIES	05/19/2022	22351202 PO-220125	106.48	N
		682728894 MAINT SUPPLIES	05/19/2022	22351202 PO-220125	106.48	N
		684755671 MAINT SUPPLIES	05/26/2022	22352568 PO-220125	86.24	N
		685028649 MAINT SUPPLIES	05/26/2022	22352568 PO-220125	39.96	N
		685115560 MAINT SUPPLIES	05/26/2022	22352568 PO-220125	394.87	N
		685888042 MAINT SUPPLIES	05/26/2022	22352568 PO-220125	385.34	N
		685115578 MAINT SUPPLIES	05/26/2022	22352568 PO-220125	388.87	N
		684755663 MAINT SUPPLIES	05/26/2022	22352568 PO-220125	142.34	N
		685888034 MAINT SUPPLIES	05/26/2022	22352568 PO-220125	385.34	N
002180 HORIZON DISTRIBUTORS PO BOX 80248 CITY OF INDUSTRY, CA 91716-8248  (209) 931-8555 N	62.37	28188538 MAINT SUPPLIES	05/31/2022	22353151 PO-220119	62.37	N
015582 HUNTLEY, MARIA PO BOX 845 ISLETON, CA 95641  ( 0) - 0 N	5.00	LUNCH MONEY REIMB	05/03/2022	22348006 TC-220532	5.00	N
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206  (707) 374-4037 N	534.51	3562256 RVHS SUPPLIES	05/03/2022	22347974 PO-220043	161.86	N
		3565900 AG SUPPLIES	05/12/2022	22349953 PO-220042	50.23	N
		3565900 AG SUPPLIES	05/12/2022	22349953 PO-220042	50.22	N
		3563345/3564437 RVHS SUPPLIES	05/12/2022	22349953 PO-220043	272.20	N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912  (916) 928-0770 N	1,191.55	2616750 WIND RIV CNTRACT	05/12/2022	22349964 PO-220072	586.21	N
		2644338 RVHS LEASE AGRMNT	05/24/2022	22351850 PO-220011	156.40	N
		2644338 RVHS LEASE AGRMNT	05/24/2022	22351850 PO-220011	224.47	N
		2644338 RVHS LEASE AGRMNT	05/24/2022	22351850 PO-220011	224.47	N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015073 INTRADO PO BOX 74007082 CHICAGO, IL 60674-7082  (888) 527-5225	3,221.00	250676 SCHOOL MESSENGER	05/26/2022	22352579 PV-220796	3,221.00	N
015583 IVENER, TERRY 3865 HUNTINGTON RD W. SACRAMENTO, CA 95691  ( 0) - 0	14.15	LUNCH MONEY REIMB	05/03/2022	22348007 TC-220533	14.15	N
014824 J & D WHOLESAL 4614 SECOND. ST #1 DAVIS, CA 95618  (530) 747-2300	196.08	6301662/6301150 RVHS AG SUPPLS 6301662/6301150 RVHS AG SUPPLS	05/24/2022 05/24/2022	22351851 PO-220304 22351851 PO-220304	98.04 98.04	N N
010859 JONES SCHOOL SUPPLY CO INC PO BOX 7008 COLUMBIA, SC 29201  (800) 845-1807	191.96	1879223 DHS SUPPLIES 1858557 ISLE SUPPLIES	05/10/2022 05/24/2022	22349379 PV-220731 22351852 PO-220750	88.08 103.88	N N
014869 JOSEPHS LAWNMOWER 1551 OAK PARK BLVD PLEASANT HILL, CA 94523  (925) 935-7240	821.54	331842 MAINT PARTS	05/19/2022	22351203 PO-220120	821.54	N
003915 JOSTENS INC 21336 NETWORK PLACE CHICAGO, IL 60673-1213  (800) 413-3857	428.54	28345826/28327898 DHS GRAD SPL	05/03/2022	22347987 PV-220717	428.54	N
001163 KAPLAN S P.O. BOX 609	44.26	135960 ISLE PRSCL SUPPLS	05/03/2022	22347978 PO-220729	44.26	N

LEWISVILLE, NC 27023

(800) 334-2014

N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015585 KELLY, ANDREA 80 S 7TH ST RIO VISTA, CA 94571	18.45	LUNCH MONEY REIMB	05/03/2022	22348008 TC-220535	18.45	N
( 0) - 0						N
015586 KING, CURTIS 16983 STATE HWY 160 ISLETON, CA 95641	9.05	LUNCH MONEY REIMB	05/03/2022	22348009 TC-220536	9.05	N
( 0) - 0						N
015427 Kona Ice 1250 Callen St. Vacaville, CA 95688	1,297.50	RVHS EVENT	05/17/2022	22350632 PV-220765	1,297.50	N
( 0) - 0		N Outlaw Strength				
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202	330.00	9697 TRANS UHF REPEATER	05/10/2022	22349368 PO-220144	330.00	7
(209) 463-1900		Y LA RUE, KNOX J				
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895	2,702.14	797030041322 DHW SUPPLIES 672949041322 PRSCL SUPPLIES 672949032322 PRSCL SUPPLIES 672949041922 PRSCL SUPPLIES 672949031622 PRSCL SUPPLIES 837962050322 ISLE SUPPLIES	05/03/2022 05/10/2022 05/24/2022 05/24/2022 05/24/2022 05/24/2022	22347961 PO-220819 22349373 PO-220730 22351858 PO-220730 22351858 PO-220730 22351858 PO-220730 22351853 PO-220863	484.44 86.49 70.27 129.71 1,648.61 282.62	N N N N N N
(800) 424-4772		N				
015282 LANGUAGE PEOPLE INC PO BOX 158 HUNTERS, WA 99137	100.00	162168 SP ED TRANSLATORS	05/24/2022	22351863 PO-220838	100.00	N
( 0) - 0						N
015067 LAUCLAND, ASHLYN	3,109.76	APRIL 2022 DEPOSIT ERROR	05/19/2022	22351219 PV-220774	3,109.76	N



3136 JOSHUA TREE CIRCLE  
STOCKTON, CA 95209

( 0) - 0 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015587 LAURENZI, CINDY 918 DEL PASO RD SACRAMENTO, CA 95834  ( 0) - 0 N	6.25	LUNCH MONEY REIMB	05/03/2022	22348010 TC-220537	6.25	N
015588 LAURITZEN, MELISSA 4656 LINCOLN LANDING RIO VISTA, CA 94571  ( 0) - 0 N	28.30	LUNCH MONEY REIMB	05/03/2022	22348011 TC-220538	28.30	N
015512 LEAF PO BOX 5066 HARTFORD, CT 06102-5066  (866) 219-7924 N	1,784.04	13196897/13196890 CMS DHW LEAS 13196897/13196890 CMS DHW LEAS	05/12/2022 05/12/2022	22349975 PV-220746 22349975 PV-220746	1,048.91 735.13	N N
012767 LEARNING PLUS ASSOCIATES 9480 UTICA AVE #605 RANCHO CUCAMONGA, CA 91730  (909) 484-6002 N	5,161.20	11588 DHW SUPPLIES 11588 DHW SUPPLIES	05/03/2022 05/03/2022	22347962 PO-220799 22347962 PO-220799	2,580.60 2,580.60	N N
015206 LIFECHANGERS INTL 9630 BRUCEVILLE RD 106-240 ELK GROVE, CA 95757  (916) 304-2234 N	8,662.50	1692 ED SV PD	05/12/2022	22349976 PV-220747	8,662.50	N
015650 LIRA, DANA 1009 LINDA VISTA RIO VISTA, CA 94571  ( 0) - 0 N	23.10	LUNCH MONEY REIMB	05/03/2022	22348012 TC-220540	23.10	N
015590 LIRA, JESSICA 11 HILL CR	7.15	LUNCH MONEY REIMB	05/03/2022	22348013 TC-220541	7.15	N

RIO VISTA, CA 94571

( 0) - 0 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015589 LIRA, MICHAEL 465 DROUIN DR RIO VISTA, CA 94571	8.55	LUNCH MONEY REIMB	05/03/2022	22348014 TC-220539	8.55	N
( 0) - 0						N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571	989.19	#133 RMS SUPPLIES #175 DHW SUPPLIES #55 RVHS SUPPLIES	05/12/2022 05/12/2022 05/12/2022	22349955 PO-220058 22349940 PO-220066 22349940 PO-220787	177.18 63.69 748.32	N N N
(707) 374-5399						N
013860 LOCICERO, PATTI 1756 BEACH DRIVE ISLETON, CA 95641	3.33	CAFE MILEAGE	05/10/2022	22349389 TC-220577	3.33	N
( 0) - 0						N
015592 LOFTON, KRISALLE 3576 MANDURA ST W. SACRAMENTO, CA 95691	17.25	LUNCH MONEY REIMB	05/03/2022	22348015 TC-220543	17.25	N
( 0) - 0						N
015183 LOPEZ, LUIS PO BOX 237 HOOD, CA 95639	84.53	APRIL MILEAGE	05/10/2022	22349385 TC-220573	84.53	N
( 0) - 0						N
015593 LOPEZ, VICENTE 838 MITCHELL ST RIO VISTA, CA 94571	3.45	LUNCH MONEY REIMB	05/03/2022	22348016 TC-220544	3.45	N
( 0) - 0						N
015594 LORTON, EVELYN 346 LOGAN ST	8.25	LUNCH MONEY REIMB	05/03/2022	22348017 TC-220545	8.25	N

RIO VISTA, CA 94571

( 0) - 0 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015595 LOWDER, RENEE 3805 HUNTINGTON RD W. SACRAMENTO, CA 95691  ( 0) - 0 N	20.00	LUNCH MONEY REIMB	05/03/2022	22348018 TC-220546	20.00	N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464  (866) 232-7443 N	644.71	MAINT SUPPLIES	05/19/2022	22351204 PO-220117	644.71	N
014665 LOY MATTISON ENTERPRISES 7038 ALMOND HILL COURT ORANGEVALE, CA 95662  ( 0) - 0 Y	1,787.50	30122038122 ERATE SERV	05/24/2022	22351854 PO-220061	1,787.50	Y
015596 LUISELLI, STACEY 519 MONTEZUMA ST RIO VISTA, CA 94571  ( 0) - 0 N	13.50	LUNCH MONEY REIMB	05/03/2022	22348019 TC-220547	13.50	N
015597 LYONS, LIESL 7345 FLOWERWOOD WAY SACRAMENTO, CA 95831  ( 0) - 0 N	37.60	LUNCH MONEY REIMB	05/03/2022	22348020 TC-220548	37.60	N
015177 MABERY, CHRISTINE PO BOX 532 MEADOW VISTA, CA 95722  (916) 606-6958 N	78.10	DHS REIMB	05/31/2022	22353159 TC-220590	78.10	N
015598 MAJORS, NIKKI 718 CHRISTENSEN WAY	1.45	LUNCH MONEY REIMB	05/03/2022	22348021 TC-220549	1.45	N

RIO VISTA, CA 94571

( 0) - 0 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015599 MAKA, DESIREE 1120 ROLLING GREEN DR RIO VISTA, CA 94571	111.25	LUNCH MONEY REIMB	05/03/2022	22348022 TC-220550	111.25	N
( 0) - 0						N
015600 MANDUJANO, ADRIANA 42980 COUNTY RD 161 CLARKSBURG, CA 95612	70.70	LUNCH MONEY REIMB	05/03/2022	22348023 TC-220551	70.70	N
( 0) - 0						N
015601 MANDUJANO, ELVIA 3348 LIBERTY ISLAND RD RIO VISTA, CA 94571	3.00	LUNCH MONEY REIMB	05/03/2022	22348024 TC-220552	3.00	N
( 0) - 0						N
015602 MARINUCCI, MEREDITH PO BOX 48 RIO VISTA, CA 94571	72.70	LUNCH MONEY REIMB	05/03/2022	22348025 TC-220553	72.70	N
( 0) - 0						N
014819 MAVERICK NETWORKS INC. 7060 KOLL CENTER PKWY#318 PLEASANTON, CA 94566	1,320.00	2200576 PHONE REPAIRS	05/26/2022	22352581 PV-220798	1,320.00	N
(925) 931-1900						N
014355 MAXIM STAFFING SOLUTIONS 12558 COLLECTIONS CENTER DR CHICAGO, IL 60693	3,930.72	E5315810262 NURSING ASSTS E5710000262 NURSING ASSTS E5770560262 NURSING ASSTS	05/10/2022 05/12/2022 05/24/2022	22349369 PO-220451 22349956 PO-220451 22351864 PO-220451	1,127.04 1,415.52 1,388.16	N N N
(800) 394-7195						N
015110 MAYNARD, NIKKA 4545 BEACON COURT	208.78	CAFE APRIL MILEAGE MILEAGE THRU MAY 13	05/10/2022 05/17/2022	22349390 TC-220578 22350643 TC-220585	153.50 55.28	N N



RIO VISTA, CA 94571

( 0) - 0 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014107 MCCARTY, MELADEE 9217 VERVAIN WAY SACRAMENTO, CA 95829-8733  (209) 601-2940	760.00	SP ED PROF SERVICES	05/10/2022	22349370 PO-220158	760.00	Y
015173 MCCLATCHY COMPANY PO BOX 510150 LIVONIA, MI 48151  ( 0) - 0	353.20	110195 ERATE AD	05/12/2022	22349977 PV-220748	353.20	N
015614 MCLELAND, THELMA 732 RUBIER WAY RIO VISTA, CA 94571  ( 0) - 0	2.85	LUNCH MONEY REIMB	05/03/2022	22348026 TC-220563	2.85	N
015607 MCWILLIAMS, MELISSA 101 GARDINER WAY RIO VISTA, CA 94571  ( 0) - 0	18.80	LUNCH MONEY REIMB	05/03/2022	22348027 TC-220557	18.80	N
015270 MEDIWASTE PO BOX 6579 CORONA, CA 92878  (855) 449-6334	265.28	153032 NURSE WASTE SERV	05/10/2022	22349371 PO-220673	265.28	N
015608 MENDOZA, ANDRIA 450H WALLACE ST RIO VISTA, CA 94571  ( 0) - 0	5.00	LUNCH MONEY REIMB	05/03/2022	22348028 TC-220558	5.00	N
015610 MIGUEL, GEORGENIA 925 VIRGINIA DR	18.40	LUNCH MONEY REIMB	05/03/2022	22348029 TC-220559	18.40	N

RIO VISTA, CA 94571

( 0) - 0 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014990 MINDSPEAKER PRINTING 6410 Mount Palomar Ave. LAS VEGAS, NV 84332  (707) 321-9425	3,585.13	RV-086 RVHS HOODIES RV-086 RVHS HOODIES RV-086 RVHS HOODIES RV-086 RVHS HOODIES	05/03/2022 05/03/2022 05/03/2022 05/03/2022	22347988 PV-220718 22347988 PV-220718 22347988 PV-220718 22347988 PV-220718	1,705.13 440.00 1,000.00 440.00	N N N N
011259 MIRACLE PLAY SYSTEMS P.O. BOX 263 ALAMO, CA 94507  (800) 879-7730	1,082.39	F2022-0223 MAINT/DHW SLIDE/PRT	05/12/2022	22349941 PO-220422	1,082.39	N
015611 MOAK, STACY 3182 PENDER ISLAND ST W. SACRAMENTO, CA 95691  ( 0) - 0	18.05	LUNCH MONEY REIMB	05/03/2022	22348030 TC-220560	18.05	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551  (925) 606-9000	625.00	2272909 MODULAR LEASE	05/26/2022	22352592 PV-220810	625.00	N
						N MCGRATH RENTCO
015612 MONTANO, GUSTAVO 14801 HWY 160 #114 ISLETON, CA 95641  ( 0) - 0	17.50	LUNCH MONEY REIMB	05/03/2022	22348031 TC-220561	17.50	N
015613 MONTES, ERIKA 848 MITCHELLS ST RIO VISTA, CA 94571  ( 0) - 0	45.50	LUNCH MONEY REIMB	05/03/2022	22348032 TC-220562	45.50	N
015615 MORAZZINI, BECKY 3340 FRENCH AVE	35.40	LUNCH MONEY REIMB	05/03/2022	22348033 TC-220564	35.40	N

W. SACRAMENTO, CA 95691

( 0) - 0 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015169 MORGAN, DENISE 15134 GRAND ISLAND RD WALNUT GROVE, CA 95690  (916) 207-1591	489.00	LUNCH MONEY REIMB REIMB TUTOR	05/03/2022 05/24/2022	22348034 TC-220565 22351878 TC-220586	14.00 475.00	N N
015616 MOUNT, TONYA 1958 GARDEN LANE RIO VISTA, CA 94571  ( 0) - 0	9.00	LUNCH MONEY REIMB	05/03/2022	22348035 TC-220566	9.00	N
015617 NAVARRO, IGNACIO 24602 N. GRAHAM RD ACAMPO, CA 95220  ( 0) - 0	9.75	LUNCH MONEY REIMB	05/03/2022	22348036 TC-220567	9.75	N
012472 NICOLAY CONSULTING GROUP ACTUARIES 530 BUSH ST. STE #500 SAN FRANCISCO, CA 94108  (415) 512-5300	7,500.00	ACTUARIAL SERVICES	05/26/2022	22352571 PO-220913	7,500.00	N
015618 NOLAN, MADILYN 476 WALLACE ST RIO VISTA, CA 94571  ( 0) - 0	16.65	LUNCH MONEY REIMB	05/03/2022	22348037 TC-220568	16.65	N
015657 O'CONNELL ELECTRIC PO BOX 21 RYDE, CA 95680  ( 0) - 0	500.00	1324 MAINT REPAIRS	05/19/2022	22351221 PV-220776	500.00	N
003218 ORIENTAL TRADING CO INC	989.61	716703342 F5 SUPPLIES	05/19/2022	22351195 PO-220034	989.61	N

4206 SOUTH 108TH STREET  
OMAHA, NE 68137

(800) 228-0475

N OTC DIRECT INC

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015619 ORNELAS, MARISA 1011 LINDA VISTA WAY RIO VISTA, CA 94571  ( 0) - 0 N	29.15	LUNCH MONEY REIMB	05/03/2022	22348038 TC-220569	29.15	N
014454 OROZCO, PRITIKA 14216 SHOP STREET WALNUT GROVE, CA 95690  (916) 491-0657 N	404.58	APRIL MILEAGE	05/17/2022	22350639 TC-220581	404.58	N
015232 PALMA HERNANDEZ, MARIA 928 THEREZA WAY RIO VISTA, CA 94571  ( 0) - 0 N	175.06	APRIL MILEAGE MAY MILEAGE	05/10/2022 05/31/2022	22349386 TC-220574 22353160 TC-220591	106.93 68.13	N N
015620 PANELO, PATSY 502 RIVER RD #5 RIO VISTA, CA 94571  ( 0) - 0 N	31.20	LUNCH MONEY REIMB	05/03/2022	22348039 TC-220570	31.20	N
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780  (714) 573-0900 Y PARKER & COVE	5,032.50	74897 ATTY FEES	05/03/2022	22347989 PV-220719	5,032.50	Y
013692 PATIN, ANGELA 633 MADERE STREET RIO VISTA, CA 94571  (707) 628-4406 N	126.88	APRIL MILEAGE	05/17/2022	22350640 TC-220582	126.88	N
015508 PAYSANO, BRYAN	695.00	RVHS EVENT	05/17/2022	22350633 PV-220760	695.00	N



PO BOX 1533  
OROVILLE, CA 95965

( 0) - 0 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015163 PBIS REWARDS 223 NW 2ND ST. STE 300 EVANSVILLE, IN 47708	1,557.00	169534 DHW PBIS RENEWAL 169534 DHW PBIS RENEWAL	05/03/2022 05/03/2022	22347963 PO-220833 22347963 PO-220833	467.10 1,089.90	Y Y
( 0) - 0		Y MOTIVATING SYS				
015261 PCR CONSULTING 4041 SOQUEL DRIVE, STE A-1 SOQUEL, CA 95073	1,383.12	RD05 PROF SERVICES RD06 PROF SERVICES	05/10/2022 05/26/2022	22349381 PV-220733 22352582 PV-220799	691.56 691.56	N N
( 0) - 0		N				
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259	659.09	17995511 SP ED FORMS 17995454 ED SV FORMS 17995328 SP ED FORMS 17995570 SP ED FORMS	05/24/2022 05/24/2022 05/24/2022 05/24/2022	22351855 PO-220839 22351855 PO-220842 22351855 PO-220843 22351855 PO-220844	171.38 257.19 115.26 115.26	N N N N
(800) 627-7271		N				
013086 PEARSON EDUCATION INC 501 BOLYSTON STREET SUITE 900 BOSTON, MA 02116	65.00	18045098 SP ED SUBSCRIPTION 18045098 SP ED SUBSCRIPTION 18045098 SP ED SUBSCRIPTION	05/31/2022 05/31/2022 05/31/2022	22353153 PV-220812 22353153 PV-220812 22353153 PV-220812	5.28 5.28 65.00	N N N
(800) 848-9500		N				
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	26,463.25	DW ELECTRIC RADIO RIO ELECT	05/03/2022 05/12/2022	22347975 PO-220289 22349978 PV-220749	26,407.72 55.53	N N
( 0) - 0		N PACIFIC GAS AN				
013554 POINT QUEST EDUCATION 9355 E STOCKTON BLVD STE 225 ELK GROVE, CA 95624	14,666.44	1650 INST ASSTS 737443/737433/737420/537306	05/12/2022 05/12/2022	22349957 PO-220168 22349957 PO-220169	5,041.44 9,625.00	N N
(916) 422-0571		N				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765  (317) 371-3866 Y	20,731.52	7911/7912 SP THERAPY	05/24/2022	22351865 PO-220165	20,731.52	7
015653 QUIAOIT, NANCY 901 JORDINE WAY GALT, CA 95632  ( 0) - 0 Y	671.48	5012 ISLE ART CLASSES	05/17/2022	22350634 PV-220762	671.48	Y
015262 REEVES, JODIE 133 DELTA WAY RIO VISTA, CA 94571  ( 0) - 0 N	124.25	APRIL MILEAGE	05/12/2022	22349979 PV-220758	124.25	N
012529 RGM KRAMER INC. 3230 MONUMENT WAY CONCORD, CA 94518  ( 0) - 0 N	6,785.00	7835/7836/7959 BOND PRJ MNGMT 7835/7836/7959 BOND PRJ MNGMT	05/26/2022 05/26/2022	22352574 PO-220392 22352575 PO-220392	5,156.60 1,628.40	N N
014859 RIO VISTA BAKERY & CAFE 150 MAIN STREET RIO VISTA, CA 94571  (707) 374-3844 N	221.09	RVHS SUPPLIES 97284 RVHS SUPPLIES	05/12/2022 05/12/2022	22349942 PO-220050 22349980 PV-220750	23.22 197.87	N N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607  ( 0) - 0 N	1,054.42	DO WASTE SERV DHW WASTE SERVICE	05/10/2022 05/19/2022	22349380 PV-220732 22351220 PV-220775	132.72 921.70	N N
010048 RIVER DELTA REVOLVING FUND 445 MONTEZUMA ST	520.00	DHW STAFF LUNCH	05/03/2022	22347990 PV-220720	520.00	N

RIO VISTA, CA 94571

( 0) - 0 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014982 RIVERA-GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690  (916) 270-5670	137.00	APRIL MILEAGE	05/10/2022	22349387 TC-220575	137.00	N
011167 ROCHESTER 100 INC 40 JEFFERSON RD ROCHESTER, NY 14623  (585) 475-0200	835.00	11588 DHW FOLDERS 11588 DHW FOLDERS 11588 DHW FOLDERS 11588 DHW FOLDERS 11588 DHW FOLDERS 11588 DHW FOLDERS	05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022	22347964 PO-220802 22347964 PO-220802 22347964 PO-220802 22347964 PO-220802 22347964 PO-220802 22347964 PO-220802	417.50 33.92 33.92 417.50 33.92 33.92	N N N N N N
013655 ROSS, JENNIFER 920 ROLLING GREEN DR. RIO VISTA, CA 94571  ( ) -	62.70	REIMB BUS WASH	05/24/2022	22351879 TC-220587	62.70	N
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415  (800) 288-9941	1,626.61	100968471 ASP SUPPLIES 100952152 ASP SUPPLIES 100973133 ASP SUPPLIES 100966791 ASP SUPPLIES 100951939 ASP SUPPLIES 100973133 ASP SUPPLIES 100964871 ASP SUPPLIES	05/12/2022 05/12/2022 05/12/2022 05/12/2022 05/19/2022 05/19/2022 05/19/2022	22349959 PO-220577 22349959 PO-220577 22349959 PO-220579 22349959 PO-220579 22351196 PO-220579 22351196 PO-220579 22351196 PO-220579	79.91 591.70 87.62 85.47 609.61 87.62 84.68	N N N N N N N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852  ( 0) - 0	7,377.12	WG/BATES ELECT	05/12/2022	22349960 PO-220292	7,377.12	N
012225 SACRAMENTO COUNTY COUNTY OF SACRAMENTO 700 H STREET ROOM 1710 SACRAMENTO, CA 95814  (916) 874-8250	4,580.52	FISCAL AGENT FEES 3RD QTR FISCAL AGENT FEES 3RD QTR FISCAL AGENT FEES 3RD QTR FISCAL AGENT FEES 3RD QTR FISCAL AGENT FEES 3RD QTR FISCAL AGENT FEES 3RD QTR	05/24/2022 05/24/2022 05/24/2022 05/24/2022 05/24/2022 05/24/2022	22351875 PV-220787 22351875 PV-220787 22351875 PV-220787 22351875 PV-220787 22351875 PV-220787 22351876 PV-220787	646.12 615.51 621.63 615.51 615.51 733.12	N N N N N N

FISCAL AGENT FEES 3RD QTR

05/24/2022 22351877 PV-220787

733.12 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012885 SALOMON, TRISHA 50 YOSEMITE DRIVE RIO VISTA, CA 94571	105.30	MAY MILEAGE/MIG ED REIMB MAY MILEAGE/MIG ED REIMB	05/31/2022 05/31/2022	22353161 TC-220592 22353161 TC-220592	60.48 44.82	N N
( 0) - 0						N
011160 SCHOOL HEALTH CORPORATION 5600 APOLLO DRIVE ROLLING MEADOWS, IL 60008	129.74	4032438-03 NURSE SUPPLIES	05/03/2022	22347976 PO-220723	129.74	N
(800) 323-1305						N
002988 SCHOOL SERVICES OF CALIFORNIA PO BOX 516613 LOS ANGELES, CA 90051-0599	275.00	W122116 CBO WORKSHOP	05/26/2022	22352583 PV-220801	275.00	N
(916) 446-7517						N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942	469.91	308103967216 RMS SUPPLIES 308103972438 CMS SUPPLIES 308103974377 RMS SUPPLIES	05/12/2022 05/24/2022 05/24/2022	22349943 PO-220764 22351866 PO-220185 22351856 PO-220818	134.05 159.79 176.07	N N N
( 0) - 0						N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710	717.50	EAP 052022.15 EMP ASST EAP 052022.15 EMP ASST	05/19/2022 05/19/2022	22351222 PV-220777 22351222 PV-220777	365.93 351.57	N N
( 0) - 0						N
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826	6,750.00	5W0130231065 SLY PARK DEPOSIT 221786 DATA PROC FEE 4TH QTR	05/03/2022 05/26/2022	22347991 PV-220721 22352584 PV-220800	500.00 6,250.00	N N
( 0) - 0						N
013891 SENTINEL FIRE EQUIPMENT CO INC	135.00	90494 FIRE EXT CHECK	05/03/2022	22347992 PV-220722	135.00	N

5702 BROADWAY  
SACRAMENTO, CA 95820

(916) 455-5630

N

---



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015572 SERNA, CECILIA 12952 STATE HWY 160 WALNUT GROVE, CA 95690  ( 0) - 0 N	547.56	APRIL MILEAGE	05/24/2022	22351880 TC-220588	547.56	N
015220 SERVANIA, ROLLY PO BOX 9075 PITTSBURG, CA 94565  (925) 698-7098 N	58.96	APRIL MILEAGE	05/10/2022	22349388 TC-220576	58.96	N
013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585  (707) 425-2951 N	1,038.19	5861176/5861136 WG/BATES PROP	05/12/2022	22349981 PV-220751	1,038.19	N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007  ( 0) - 0 N	139.06	100306286 DO SHREDDING	05/19/2022	22351223 PV-220778	139.06	N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710  ( 0) - 0 N	4,506.38	MAY 2022 PREMIUMS MAY 2022 PREMIUMS MAY 2022 PREMIUMS	05/12/2022 05/12/2022 05/12/2022	22349982 PV-220752 22349982 PV-220752 22349982 PV-220752	51.46 1,515.33 2,939.59	N N N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710  ( 0) - 0 N	980.56	MAY 2022 PREMIUMS MAY 2022 PREMIUMS	05/17/2022 05/17/2022	22350635 PV-220763 22350635 PV-220763	576.80 403.76	N N
015591 SILVEIRA, ERIN	21.31	LUNCH MONEY REIMB	05/03/2022	22348040 TC-220542	21.31	N

604 1/2 TEXAS ST  
ANTIOCH, CA 94509

( 0) - 0 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014477 SISNEROS, KELLE 920 MORGAN LANE RIO VISTA, CA 94571	10.00	REIMB ISLE POSTBOX FEE	05/31/2022	22353162 TC-220593	10.00	N
( 0) - 0						N
012084 SODEXO INC & AFFILIATES PO BOX 360170 PITTSBURGH, PA 15251-6170	123,346.94	MARCH MEALS MARCH MEALS APRIL MEALS APRIL MEALS	05/05/2022 05/05/2022 05/24/2022 05/24/2022	22348607 PO-220489 22348607 PO-220489 22351868 PO-220489 22351868 PO-220489	61,600.59 11,924.91 41,335.83 8,485.61	N N N N
( 0) - 0						N
014841 SOROPTIMIST OF RIO VISTA CLUB #115224 PO BOX 152 RIO VISTA, CA 94571	160.00	K. WRIGHT DUES	05/17/2022	22350636 PV-220764	160.00	N
( 0) - 0						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	6,905.81	DW GAS CMS CAFE GAS	05/19/2022 05/19/2022	22351205 PO-220291 22351209 PO-220291	6,217.71 688.10	N N
(888) 400-2155						N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	8,535.56	3503709049 DHW SUPPLIES 3503378878 DHW SUPPLIES 3503198847 DHW SUPPLIES 3501749571 DHW SUPPLIES 3501749568 DHW SUPPLIES 3502560806 DHW SUPPLIES 3503025506 DHW SUPPLIES 3502225285 DHW SUPPLIES 3502089470 DHW SUPPLIES 3503198848 DHW SUPPLIES 3503265499 DHW SUPPLIES 3504588331 DHW CREDIT 3501749570 DHW SUPPLIES 3502089471 DHW SUPPLIES 3501749569 DHW SUPPLIES	05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022	22347977 PO-220067 22347977 PO-220067 22347977 PO-220068 22347977 PO-220068 22347977 PO-220068 22347977 PO-220068 22347977 PO-220068 22347977 PO-220068 22347977 PO-220068 22347977 PO-220068 22347977 PO-220068 22347977 PO-220068 22347977 PO-220068 22347977 PO-220068 22347977 PO-220068	136.22 61.62 31.56 242.98 27.02 7.53 82.43 18.36 17.29 13.50 85.62 82.43 122.45 7.93 231.25	N N N N N N N N N N N N N N N
( 0) - 0		N STAPLES CONTRA				

3504865368	SP ED SUPPLIES	05/03/2022	22347977	PO-220094	42.35	N
3504865369	SP ED SUPPLIES	05/03/2022	22347977	PO-220094	52.86	N
3504588332	SP ED SUPPLIES	05/03/2022	22347977	PO-220094	64.85	N
3505699924	BUS OFF SUPPLIES	05/03/2022	22347977	PO-220155	56.83	N
35052699925	BUS OFF SUPPLIES	05/03/2022	22347977	PO-220155	98.69	N
3505258661	BUS OFF SUPPLIES	05/03/2022	22347977	PO-220155	47.81	N
3505258660	BUS OFF SUPPLIES	05/03/2022	22347977	PO-220155	44.39	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3504031469 RDHS SUPPLIES	05/03/2022	22347977 PO-220372	141.43	N
		3503025509 ISLE PRESCL SUPPLS	05/03/2022	22347968 PO-220749	423.79	N
		3501678413 ED SV SUPPLIES	05/03/2022	22347993 PV-220723	15.18	N
		3502731701 ED SV SUPPLIES	05/03/2022	22347993 PV-220723	24.60	N
		3502544691 ED SV SUPPLIES	05/03/2022	22347993 PV-220723	97.75	N
		3500355668 WG SUPPLIES	05/03/2022	22347993 PV-220723	47.53	N
		3500093597 ED SV SUPPLIES	05/03/2022	22347993 PV-220723	183.80	N
		3499904631 ED SV SUPPLIES	05/03/2022	22347993 PV-220723	37.41	N
		3499904630 ED SV SUPPLIES	05/03/2022	22347993 PV-220723	53.20	N
		3505358662 ASP REFUND	05/03/2022	22347993 PV-220723	106.60	N
		3505258663 ASP REFUND	05/03/2022	22347993 PV-220723	23.91	N
		3501299590 ED SV SUPPLIES	05/03/2022	22347993 PV-220723	26.41	N
		3504865371 ASP REFUND	05/03/2022	22347993 PV-220723	75.37	N
		3507648318 F5 SUPPLIES	05/12/2022	22349944 PO-220041	221.11	N
		3507648318 F5 SUPPLIE4S	05/12/2022	22349944 PO-220041	512.74	N
		3506373343 WG SUPPLIES	05/12/2022	22349961 PO-220882	1,129.59	N
		3504865372 CMS SUPPLIES	05/19/2022	22351206 PO-220187	105.44	N
		3504865370 DHS SUPPLIES	05/19/2022	22351206 PO-220222	172.80	N
		3506302223 RDHS SUPPLIES	05/19/2022	22351206 PO-220372	121.92	N
		3502544692 ASP SUPPLIES	05/19/2022	22351206 PO-220460	28.92	N
		3503265500 ASP REFUND	05/19/2022	22351206 PO-220460	161.59	N
		3503025508 ASP SUPPLIES	05/19/2022	22351206 PO-220460	28.92	N
		3503265500 ASP SUPPLIES	05/19/2022	22351206 PO-220460	161.59	N
		3503025508 ASP SUPPLIES	05/19/2022	22351206 PO-220460	28.92	N
		3506373342 DHW COPY PAPER	05/19/2022	22351197 PO-220880	1,729.57	N
		3505371721 DHW COPY PAPER	05/19/2022	22351197 PO-220880	1,729.57	N
		3504725157 DHW SUPPLIES	05/26/2022	22352572 PO-220068	90.00	N
		3503025507 ASP SUPPLIES	05/26/2022	22352572 PO-220310	75.37	N
		3507189505 RDHS SUPPLIES	05/26/2022	22352572 PO-220372	10.80	N
		3507189496 ISLE SUPPLIES	05/26/2022	22352572 PO-220864	143.10	N
		3505831948 ISLE SUPPLIES	05/26/2022	22352572 PO-220864	65.24	N
		3507189497 ED SV SUPPLIES	05/26/2022	22352585 PV-220802	39.07	N
		3505831949 ED SV SUPPLIES	05/26/2022	22352585 PV-220802	46.15	N
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814	486.00	571544 HR FINGERPRINTING	05/12/2022	22349983 PV-220753	211.00	N
		577658 HR FINGERPRINTING	05/19/2022	22351224 PV-220779	275.00	N
( 0) - 0						N
015605 STEVENSON, THOMAS	15.80	LUNCH MONEY REIMB	05/03/2022	22348041 TC-220555	15.80	N

300 CRESCENT DR #242  
VACAVILLE, CA 95688

( 0) - 0 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571  (707) 374-5567	1,075.20	23100 TRANS SUPPLIES	05/19/2022	22351207 PO-220132	1,075.20	N
015652 STUDENT ATHLETE SASHES 43980 MAHLON VAIL ROAD BOX 3904 TEMECULA, CA 92592  ( 0) - 0	316.21	151122 DHS SUPPLIES	05/26/2022	22352586 PV-220803	316.21	N
011995 SUPREME SCHOOL SUPPLY COMPANY P.O. BOX 220 ARCADIA, WI 54612  (800) 356-3320	209.19	141358 RVHS SUPPLIES	05/03/2022	22347965 PO-220812	209.19	N
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571  (707) 374-2680	197.50	87504 RVHS SUPPLIES	05/24/2022	22351857 PO-220475	197.50	N
015662 TATE, JASMINE 4005 DEER TRAIL WAY SACRAMENTO, CA 95823  ( 0) - 0	18.83	MAY MILEAGE	05/31/2022	22353163 TC-220594	18.83	N
014728 TEACHER SYNERGY TEACHERS PAY TEACHERS 75 REMITTANCE DRIVE DEPT 6759 CHICAGO, IL 60675-6759  ( 0) - 0	9,500.00	A00021914 RVHS RES LICENSES A00021914 RVHS RES. LICENSES A00021914 RVHS RES. LICENSES 31819 DHW SOFTWARE	05/03/2022 05/03/2022 05/03/2022 05/19/2022	22347966 PO-220009 22347966 PO-220009 22347966 PO-220009 22351225 PV-220780	4,100.00 500.00 500.00 4,400.00	N N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011477 THE COLLEGE BOARD P.O. BOX 910506 DALLAS, TX 75391-0506  (800) 323-7155	236.00	382295962A RVHS PSAT	05/03/2022	22347994 PV-220725	236.00	N
014873 TFX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013  (877) 487-2877	2,648.51	LONG DIST	05/12/2022	22349984 PV-220754	2,648.51	N
001300 TURK, VICKY 936 FLORES WAY RIO VISTA, CA 94571  ( 0) - 0	178.00	SBAC TESTING SUPPL REIMB	05/12/2022	22349985 PV-220755	178.00	N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012  ( 0) - 0	10,446.26	APRIL 2022 GASB 75	05/05/2022	22348606 PV-220727	10,446.26	N
015275 U.S. BANK CORPORATE PAYMENT SYSTEMS P.O. BOX 790428 ST. LOUIS, MO 63179-0428  (800) 344-5696	2,478.59	STAFF APPREC WEEK INTERVIEW PANEL LUNCH BRD DINNER ERROR CHARGE ERROR CHARGE LATEL FEE LEADERSHIP LUNCH MAINT SUPPLY EMPL APPREC WEEK	05/31/2022 05/31/2022 05/31/2022 05/31/2022 05/31/2022 05/31/2022 05/31/2022 05/31/2022 05/31/2022	22353154 PV-220813 22353154 PV-220813 22353154 PV-220813 22353154 PV-220813 22353154 PV-220813 22353154 PV-220813 22353154 PV-220813 22353154 PV-220813 22353154 PV-220813	1,800.00 41.77 68.87 29.95 168.38 26.56 144.20 38.15 160.71	N N N N N N N N N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	282.68	DO SHIPPING DO SHIPPING DO SHIPPING DO SHIPPING	05/03/2022 05/12/2022 05/19/2022 05/26/2022	22347995 PV-220726 22349986 PV-220756 22351226 PV-220781 22352587 PV-220804	72.25 102.43 36.00 36.00	N N N N



( 0) - 0

N

DO SHIPPING

05/31/2022 22353155 PV-220814

36.00 N

---

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258  (800) 328-5371	1,283.10	4659920896 DHW LEASE 4659920896 DHW LEASE 4659920896 WIND RIVER LEASE 47234971 DHW LEASE	05/12/2022 05/12/2022 05/12/2022 05/26/2022	22349945 PO-220073 22349945 PO-220073 22349946 PO-220073 22352588 PV-220805	358.45 21.90 261.20 641.55	N N N N
015268 VERA ZAZUETA, MITZI PO BOX 267 ISLETON, CA 95641  (707) 704-8819	23.75	APRIL MILEAGE	05/17/2022	22350641 TC-220583	23.75	N
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004  ( ) -	2,901.13	DW CELLULAR DW CELLULAR HOT SPOT CREDIT ASP CELLULAR SP ED CELLULAR	05/12/2022 05/26/2022 05/26/2022 05/26/2022 05/26/2022	22349962 PO-220290 22352573 PO-220290 22352573 PO-220290 22352573 PO-220290 22352573 PO-220290	1,711.29 2,693.81 1,566.61 46.98 15.66	7 7 7 7 7
000104 WARREN'S MACHINE & WELDING 52270 CLARKSBURG ROAD P.O. BOX 398 CLARKSBURG, CA 95612  (916) 744-1667	1,429.82	23211 DHS AG SUPPLIES 23211 DHS AG SUPPLIES	05/03/2022 05/03/2022	22347967 PO-220280 22347967 PO-220280	714.91 714.91	N N
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251  ( 0) - 0	1,688.91	DHS WASTE SERV	05/12/2022	22349987 PV-220757	1,688.91	N
010175 WEATHERS, MARY P.O. BOX 646 CLARKSBURG, CA 95612  ( 0) - 0	227.24	DHS REIMB	05/26/2022	22352589 PV-220806	227.24	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012247 WELLS FARGO BANK WF 8113 P.O. BOX 1450 MINNEAPOLIS, MN 55485-8113  ( 0) - 0 N	450.00	2090363 AGENT FEE	05/19/2022	22351214 PV-220782	450.00	N
000490 WILCO SUPPLY 1973 DAVID ST SAN LEANDRO, CA 94577  (800) 745-5450 N	146.09	9800775 MAINT SUPPLIES	05/19/2022	22351208 PO-220129	146.09	N
012528 WILLIAMS SCOTSMAN INC 901 SOUTH BOND ST. #600 BALTIMORE, MD 21231  (800) 782-1500 N	5,153.32	RMS MODULAR LEASES RVHS MODULAR LEASE DHW MODULAR LEASE	05/10/2022 05/10/2022 05/10/2022	22349375 PO-220208 22349375 PO-220208 22349375 PO-220208	2,576.66 1,288.33 1,288.33	N N N
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551  (916) 913-6191 N WIZIX TECHNOLO	3,164.26	270649 DHS PRINT CHRGS 271501 DHW PRINT CHARGES 270785 WG PRINT 272930 DO PRINT CHRGS 272929 DO SAVIN PRINT 274287 F5 PRINT CHARGES 274846 WG PRINT CHRGS 274334DHS SERVIC CHRGS PRINTERS 274283 BATES PRINT CHRGS 273366 BATES TONER DHW PRINT CHARGES	05/03/2022 05/10/2022 05/12/2022 05/19/2022 05/19/2022 05/24/2022 05/24/2022 05/26/2022 05/26/2022 05/31/2022 05/31/2022	22347996 PV-220724 22349382 PV-220735 22349963 PO-220086 22351227 PV-220783 22351227 PV-220784 22351867 PO-220040 22351867 PO-220086 22352590 PV-220807 22352590 PV-220808 22353156 PV-220815 22353156 PV-220816	112.68 527.24 136.34 211.88 228.51 126.61 225.62 175.00 207.38 705.84 507.16	N N N N N N N N N N N
000585 WRIGHT, STEVE 400 S FRONT STREET RIO VISTA, CA 94571  ( 0) - 0 N	51.19	REIMB SUPPLIES	05/24/2022	22351881 TC-220589	51.19	N
015340 YESCO 4119 S MARKET COURT #10	8,255.20	362847 DHS STADIUM WORK	05/19/2022	22351228 PV-220785	8,255.20	N

SACRAMENTO, CA 95834

(916) 419-8101

N YOUNG ELECTRIC

---

091 RIVER DELTA UNIFIED  
MAY 2022 EXPENDITURES

Vendor Activity  
05/01/2022 - 05/31/2022

J90987 VE0320 L.00.03 06/01/22 PAGE 35

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014489 ZIONS FIRST NATIONAL BANK 550 SOUTH HOPE ST., SUITE 2875 LOS ANGELES, CA 90071	350.00	1191 ANNUAL ADMIN FEE	05/26/2022	22352591 PV-220809	350.00	N
( 0) - 0 N						
District total:	663,801.76					
Report total:	663,801.76					

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments:   X  

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.4

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

**SUBJECT:**

Request to approve the Independent Contract for Services Agreement with Sara Hall, a Board Certified Behavioral Analyst, for the 2022-2023 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 four years.

**STATUS:**

The 2021-2022 contract was \$30,000. The 2022-2023 contract is not to exceed \$30,000.

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

**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 2022-2023 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, 2022 through June 30, 2023. 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:

Sara M. Hall, M.A., BCBA

Printed/Typed Name \_\_\_\_\_ Date \_\_\_\_\_

Social Security Number/Federal Tax ID Number \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Phone and Email \_\_\_\_\_

Signature (Contractor/Consultant Authorized Representative)

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Requested By \_\_\_\_\_ Date \_\_\_\_\_

Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

Budget Code (Name & Coding) \_\_\_\_\_

Board of Trustees Action \_\_\_\_\_ Date \_\_\_\_\_

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 14, 2022

Attachments:   X  

From: Nicole Latimer, Chief Educational Services Officer

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 Meladee McCarty to provide Program Specialist services for the 2022-2023 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 2021-2022 contract was \$5,000. The 2022-2023 contract is not to exceed \$5,000.

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

**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 2022-2023 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, 2022 through June 30, 2023. 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.

*Creating Excellence To Ensure That All Students Learn*

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

Independent Contractor Agreement

6. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

7. CONFLICTS OF INTEREST: Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract).

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

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

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Meladee McCarty

Printed/Typed Name \_\_\_\_\_ Date \_\_\_\_\_

Requested By \_\_\_\_\_ Date \_\_\_\_\_

Social Security Number/Federal Tax ID Number \_\_\_\_\_

Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Budget Code (Name & Coding) \_\_\_\_\_

Contact Phone and Email \_\_\_\_\_

Board of Trustees Action \_\_\_\_\_ Date \_\_\_\_\_

Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

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

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

*Creating Excellence To Ensure That All Students Learn*

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments:  X

From: Nicole Latimer, Chief Educational Services Officer

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 Elaine H. Talley, M.Ed.,J.D. for the 2022-2023 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 five years.

**STATUS:**

The 2021-2022 contract was \$3,000. The 2022-2023 contract is not to exceed \$3,000.

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

**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 2022-2023 school year at a cost not to exceed \$3,000.

Time allocated: 2 minutes



# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

## INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

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

1. TERM: The term of this agreement is from July 1, 2022 through June 30, 2023. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with 60 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

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

2. PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:  
\$ 225.00 per     day     week     month     year or per  X  hour  
OR  
for a total cost not to exceed \$ 3,000.

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

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

### Independent Contractor Agreement

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

*Creating Excellence To Ensure That All Students Learn*

regulations and ordinances involving its employees, including workers' compensation and tax laws.

- 7. **CONFLICTS OF INTEREST:** Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract).

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

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

**CONTRACTOR/CONSULTANT:**

**RIVER DELTA UNIFIED SCHOOL DISTRICT:**

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

Printed/Typed Name \_\_\_\_\_ Date \_\_\_\_\_

Requested By \_\_\_\_\_ Date \_\_\_\_\_

Social Security Number/Federal Tax ID Number \_\_\_\_\_

Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Budget Code (Name & Coding) \_\_\_\_\_

Contact Phone and Email \_\_\_\_\_

Board of Trustees Action \_\_\_\_\_ Date \_\_\_\_\_

Signature (Contractor/Consultant Authorized Representative)

**Consultant must answer the two questions below:**

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

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

*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 14, 2022

Attachments:   X  

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.7

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

**SUBJECT:**

Request to Approve the Contract with Maxim Healthcare Staffing Services, Inc. to Provide a Certified Nursing Assistant (CNA) for the 2022- 2023 School Year at a cost not to exceed \$43,000.

**BACKGROUND:**

Maxim Healthcare Staffing Services, Inc. has provided Licensed Vocational Nurses (LVNs) and Certified Nursing Assistants (CNAs) for our district for several years. We would like to contract with Maxim to provide one Certified Nursing Assistant.

**STATUS:**

A CNA is needed to provide medical assistance to students who require them while being transported to schools outside of the District's boundaries. The 2021-2022 contract was not to exceed \$87,000. The 2022-2023 Contract is not to exceed \$43,000.

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

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** Not to exceed \$43,000 from Special Education funds.

**RECOMMENDATION:**

That the Board approve the contract with Maxim Healthcare Staffing Services, Inc. for the 2022-2023 School Year at a cost not to exceed \$43,000.

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 Maxim Staffing Solutions hereinafter referred to as "CONSULTANT."

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

1. **TERM:** The term of this agreement is from July 1, 2022 through June 30, 2023. Extension or renewal requires approval of DISTRICT Superintendent or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

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

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

**PAYMENT FOR SERVICES:** CONSULTANT shall receive compensation at the rate of:  
\$48.00 per hour for a total cost not to exceed \$43,000.

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

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

*Creating Excellence To Ensure That All Students Learn*

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





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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments:   X  

From: Nicole Latimer, Chief Educational Services Officer

Item Number:   10.8  

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

**SUBJECT:**

Request to approve the 2022-2023 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 eight years.

**STATUS:**

The 2021-2022 contract was \$240,000. The 2022-2023 contract is not to exceed \$240,000.

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

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** Not to exceed \$240,000 paid by Special Education funds.

**RECOMMENDATION:**

That the Board approve the 2022-2023 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*

**2022-2023**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2022-2023

Nonpublic School  
 Nonpublic Agency

**Type of Contract:**

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

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

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

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

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS	20
43. STATE MEAL MANDATE	21
44. MONITORING	21
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	25
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	26
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	29
61. INSPECTION AND AUDIT	30
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	31
EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	33
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	36

2022-2023

CONTRACT NUMBER:

LEA: River Delta Unified School District

---

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest-Central Valley

**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, 2022 between the River Delta Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Point Quest-Central Valley (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 June 1, 2022 to June 30, 2023 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, 2023. In the event a subsequent Master Contract is not renegotiated by June 30, 2023, an interim contract may be made available as mutually agreed upon for up to 90 days from October 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 (October 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 October of 2022 and terminates at 5:00 P.M. on June 30, 2023, 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

\_\_\_\_\_  
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 – 2022-2023 CONTRACT YEAR**

**CONTRACTOR** Point Quest Education **CONTRACTOR NUMBER** 2022-2023  
**(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	<u>\$100.00</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>\$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	<u>\$100.00</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 14, 2022

Attachments:  X

From: Nicole Latimer, Chief Educational Services Officer

Item Number:  10.9

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 2022-2023 School Year at a cost not to exceed \$90,000.

**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 2021-2022 contract was \$100,000. The 2022-2023 contract is not to exceed \$90,000.

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

**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) for the 2022-2023 school year at a cost not to exceed \$90,000.

Time allocated: 2 minutes



# **SACRAMENTO COUNTY SELPA**

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2022-2023**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2022-2023

Nonpublic School  
 Nonpublic Agency

**Type of Contract:**

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

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

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

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

**TABLE OF CONTENTS**

**I. GENERAL PROVISIONS**

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

**II. ADMINISTRATION OF CONTRACT**

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

**III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS	20
43. STATE MEAL MANDATE	21
44. MONITORING	21
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	25
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	26
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	29
61. INSPECTION AND AUDIT	30
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	31
EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	33
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	36

2022-2023

CONTRACT NUMBER:

LEA: River Delta Unified School District

---

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest-Central Valley

**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, 2022 between the River Delta Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Point Quest-Central Valley (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 June 1, 2022 to June 30, 2023 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, 2023. In the event a subsequent Master Contract is not renegotiated by June 30, 2023, an interim contract may be made available as mutually agreed upon for up to 90 days from October 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 (October 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



---

**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2022-2023 CONTRACT YEAR**

**CONTRACTOR** Point Quest Education **CONTRACTOR NUMBER** \_\_\_\_\_ **2022-2023**  
**(NONPUBLIC SCHOOL)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed 90,000  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$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	<u>\$100.00</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>\$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	<u>\$100.00</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 14, 2022

Attachments:   X  

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.10

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 2022-2023 school year at a cost not to exceed \$75,000.

**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 20221-2022 contract was \$90,000. The 2022-2023 contract is not to exceed \$75,000 for two 1:1 Instructional Assistants.

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

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** Not to exceed \$75,000 paid by Special Education funds.

**RECOMMENDATION:**

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional Assistants) for the 2022-2023 school year at a cost not to exceed \$75,000.

Time allocated: 2 minutes

# **SACRAMENTO COUNTY SELPA**

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2022-2023**





**TABLE OF CONTENTS**

**I. GENERAL PROVISIONS**

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

**II. ADMINISTRATION OF CONTRACT**

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

**III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	20
43. STATE MEAL MANDATE	21
44. MONITORING	21
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	25
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	26
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	29
61. INSPECTION AND AUDIT	30
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	31
EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	33
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	36

2022-2023

CONTRACT NUMBER:

LEA: River Delta Unified School District

---

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2022, 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, 2022 to June 30, 2023 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, 2023. In the event a subsequent Master Contract is not renegotiated by June 30, 2023, 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 2022 and terminates at 5:00 P.M. on June 30, 2023, 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:

\_\_\_\_\_  
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

---



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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

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 General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Kids Occupational Therapy, Inc.) to provide Speech and Occupational Therapy Services for the 2022-2023 school year at a cost not to exceed \$45,000.

**BACKGROUND:**

Capital Kids Occupational Therapy, Inc. is a pediatric therapy company that provides Speech and Occupational Therapy services in Sacramento area public schools.

**STATUS:**

Capital Kids Occupational Therapy, Inc. has provided services to the River Delta Unified School District for one year. The 2021-2022 contract was not to exceed \$20,000. The 2022-2023 contract is not to exceed \$45,000.

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

**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 (Capital Kids Occupational Therapy, Inc.) to provide Speech and Occupational Therapy Services for the 2022-2023 school year at a cost not to exceed \$45,000.

Time allocated: 2 minutes

**SACRAMENTO COUNTY SELPA**

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2022-2023**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2022-2023

           Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

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

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

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

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

**TABLE OF CONTENTS**

**I. GENERAL PROVISIONS**

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

**II. ADMINISTRATION OF CONTRACT**

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

**III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS	20
43. STATE MEAL MANDATE	21
44. MONITORING	21
<b>IV. PERSONNEL</b>	
45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
<b>V. HEALTH AND SAFETY MANDATES</b>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	25
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	26
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26
<b>VI. FINANCIAL</b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	29
61. INSPECTION AND AUDIT	30
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	31
EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	33
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	36



2022-2023

CONTRACT NUMBER:

LEA: River Delta Unified School District

---

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Capital Kids Occupational Therapy, 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, 2022, between the River Delta Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Capital Kids Occupational Therapy, 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 June 1, 2022 to June 30, 2023 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 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, 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: \_\_\_\_\_

\_\_\_\_\_  
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 – 2022-2023 CONTRACT YEAR**

CONTRACTOR Capital Kids Occupational Therapy, 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 \$45,000  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
<b>Language and Speech Therapy</b>	Speech and Language Pathology (SLP) Services	\$120 per hour
	7-Hour Day Rate for SLP Services	\$840 per day
	Speech and Language Pathology Assistant (SLPA) Supervised by NPA SLP	\$100 per hour
	7-Hour Day Rate for Speech and Language Pathology Assistant (SLPA) Services	\$700 per day
	8-Hour Day Rate for Speech and Language Pathology Assistant (SLPA) Services	\$800 per day
	Speech and Language Pathology Assistant (SLPA) Services (supervised by LEA SLP)	\$80 per hour
	<b>Language and Speech Therapy Rates will apply to IEP attendance</b>	
<b>Occupational Therapy</b>	Occupational Therapy OTR Services	\$120 per hour
	7-Hour Day Rate for OTR Services	\$840 per day
	8-Hour Day Rate for OTR Services	\$960 per day
	Occupational Therapy Assistant (OTA) Services (supervised by NPA)	\$100 per hour
	Occupational Therapy Assistant (OTA) Services (supervised by District)	\$80 per hour
	7-Hour Day Rate for COTA Services	\$700 per day
	8-Hour Day Rate for COTA Services	\$800 per day
	<b>Occupational Therapy Rates will apply to IEP attendance</b>	
<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.	\$ _____
	<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
	Travel Time	<u>Paid at the staff member's regular hourly rate.</u>

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments:  X

From: Nicole Latimer, Chief Educational Services Officer

Item Number:  10.12

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

**SUBJECT:**

Request to Approve the Service Agreement with Language People, Inc. to Provide Interpreting and Translating Services for the Special Education Department for the 2022-2023 School Year at a cost not to exceed \$10,000.

**BACKGROUND:**

Individualized Education Program (IEP) meetings depend on good communication between parents and special education service providers. When parents do not speak English, schools must bring in an interpreter to ensure that team members understand each other and that parents can give informed consent. Interpreters must be trained in the latest IEP technical terminology.

**STATUS:**

Language People, Inc. has been providing Interpreting Services for the district for one year. The 2021-2022 contract was not to exceed \$5,000. The 2022-2023 contract is not to exceed \$10,000.

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

**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 Service Agreement with Language People, Inc. for the 2022-2023 school year at a cost not to exceed \$10,000.

Time allocated: 2 minutes



# Fees for Services Agreement

This Agreement for Service shall be between Language People, Inc. and River Delta Unified School District (hereinafter "CLIENT").

## Service Contact

Company: River Delta Unified School District

Address: Need address here

Contact:  
Title: Director of Special Education  
Email:

Phone: 707.374.1724  
Fax:

## Billing Contact

Company: River Delta Unified School District

Address: Need billing address here

Contact: Need All billing information  
Title:  
Email:

Phone:  
Fax:

Thank you for contacting Language People, Inc. regarding language services. The quote in this Fee for Services Agreement is valid for 30 days from the time of receipt. Once signed by both parties, this Agreement will become the contract between Language People, Inc. and CLIENT regarding such services for **twelve (12)** months from the date signed.

Please note that a signature on this document does not bind or obligate CLIENT to utilize every service listed, but rather simply provides a written understanding that in the event a representative of CLIENT requests any type of service documented here, that financial obligations associated with those requests are understood and agreed to.

<b>Services Provided by Language People, Inc.</b>	<b>Page #</b>
Face-to-Face Interpretation	2
Over-the-Phone Interpreting (OPI)	3
Document Translation Services	5
Additional Terms & Conditions of Agreement	7



## Face-to-Face Interpretation

### On-site Interpretation (Face-to-Face):

LP will send interpreters to appointments at the times and locations specified by CLIENT to interpret between staff and their clients. This type of service also includes interpretation of small group meetings where simultaneous or conference interpretation is not necessary. Interpreter's minimum hours shall include travel time from specified beginning location to County's specified address. In no event shall interpreter's minimum hours be less than two (2) hours (interpreting and travel combined).

### Spoken Language Interpreters:

Spoken language interpreters assigned to appointments, conferences, etc. greater than two (2) hours in length shall receive a fifteen (15) minute break every two (2) hours.

### Simultaneous Conference Interpreting:

Large-group, multi-speaker conferences require linguists with specialized skills. **Prices vary based on situation.**

### American Sign Language Interpreters (ASL):

ASL interpreters shall receive a fifteen-minute break after each hour of service. For all ASL appointments beyond one hour, team interpreters must be used (two interpreters). Any exceptions to Teamed Interpreting requirements will be evaluated on a case by case basis by LP dispatchers and consultants and shall only be at the discretion of Language People.

### Minimum Appointment: Two Hours

Every appointment will be billed a minimum of two hours. Hours will be billed in hourly increments beyond two hours. A grace period of five minutes at the end of the hour is allowed to "wind up" your appointment. If the appointment continues beyond the grace period, the next billed increment will be charged.

### Rates Per Interpreter:

Qualified Interpreter rates are as follows:

1 hour spoken language interpreting (Common):	\$90.00*
1 hour spoken language interpreting (Rare):	\$100.00**
1 hour ASL interpreting*:	\$105.00*
Cancellation Charge (less than 24 hour notice)	Full Charge for Scheduled Appointment
Unscheduled appt. (Less than 24 hour notice)	\$35.00 per hour additional*
Weekend or After Business Hours	\$35.00 per hour additional*

*\*Rates are for Medically Tested and Qualified Interpreters. ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.*

*\*\*Rare and/or certified interpreter rates may be higher and vary depending on assigned interpreter, their credentials, and date of availability. These rates will be provided at the time interpreter is scheduled.*

**Services are available throughout the US.**

### Medical Interpreters:

LP Medical interpreters provided to CLIENT are SB853/JC compliant and HIPAA trained and tested interpreters. They are tested and trained Medical Interpreters, with proficiency in Medical Terminology and General Terminology in their languages of service. *ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.*

### Certified Legal Interpreting:

LP Legal interpreters are court-certified and court-qualified linguist professionals who are chosen for each assignment, not only on the basis of their proficiency in both source and target languages, but also in the specialized, field-specific knowledge they possess. Certifications for court appearances and depositions vary from state and federal/supreme court jurisdictions. Rates vary due to the unique situation of each assignment's requirements and must be quoted based on the individual project.

### Mileage Charges:

Mileage will be charged for total miles at current IRS published rate for travel to and from your facility.

### Customer Support

P.O. BOX 2635 • TEMECULA, CA • 92593 • TEL:(707) 538-8900 • FAX:(707) 324-8811

SALES@LANGUAGEPEOPLE.COM • WWW.LANGUAGEPEOPLE.COM



Our office is available to you 24-Hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

## Over-the-Phone Interpreting (OPI)

LP will provide telephone interpreters to CLIENT at the following rates:

### Basic Telephone Interpreting:

Weekdays (M-F 8 AM – 6 PM)	\$2.50 per minute
Evenings (6 PM to 8 AM), Weekend & Holidays	\$3.50 per minute
Minimum time charge per call	10 minutes
After-hours Connection Fee (evenings, weekends, holidays)	\$20.00

### Specialty Telephone Interpreting Services:

One-time Customer Set-up Fee	\$50.00
Training on Phone System	6 Hours - No Charge
Additional Training/Support	\$75.00 per hour

*For a complete list of languages available and more information regarding telephone interpreting, refer to the following page or contact your sales associate for more details and options.*

### Information/Language Identification Cards

LP will provide four copies of Language Identification Cards at no cost. Additional copies are \$1.00 each. These helpful cards are used to identify by written word which language an individual recognizes as the written version of the spoken language they wish to communicate in.

### Operator Time/Customer Assistance

LP operators can assist in identifying language spoken, or in helping to conference third-parties into the phone system. They can also answer other questions. Time spent with the Operator is charged at the minute rate, and is considered part of the interpretation call. Some questions may be part of the no-cost training on use of the phone system.

### Training and Technical Support

LP will provide to Customers up to six hours of introductory training in the use of the telephone system per year, and customers receive up to four hours per year. Additional time is charged at \$75.00 per hour.

### Customer Support

Our office is available to you 24-Hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

### Recording Conversations for Client Records

Interpreted phone calls may be recorded and saved upon request of the CLIENT. Call recording requests must be made in advance of the actual interpreted call, and extra fees apply.

### Trained Customer Support Representatives

For an additional fee, LP interpreters will be trained in Customer's policies and businesses processes, and perform the task of Customer Support Representatives on behalf of Customer. In this level of service, we answer the telephone and field questions in language exactly as your own customer support representatives would do. Customer can train our staff in the use of their proprietary data collection and customer support tools, so that our staff seamlessly integrates with your own English-speaking customer support staff. This service frees up your personnel to do other tasks (they do not have to be on the line with our staff, the LP interpreter/CS rep does the work for them!). Please ask your salesperson to provide you with a custom quote for this level of service.



## Partial Language List

<b>Language</b>	<b>Rare or Common</b>	<b>Language</b>	<b>Rare or Common</b>	<b>Language</b>	<b>Rare or Common</b>
Afghani	Common	German	Common	Romanian	Common
Albanian	Common	Greek	Common	Russian	Common
Amharic	Common	Gujarati	Common	Samoan	Rare
Anar Dari	Common	Hakka	Common	Scandinavian	Common
Arabic	Common	Hausa	Common	Serbo-Croatian	Common
Aramaic	Rare	Hebrew	Common	Shanghai	Common
Arbresh	Rare	Hindi	Common	Sindhi	Common
Armenian	Common	Hmong	Rare	Slavic	Common
ASL	Common	Hungarian	Common	Slovak	Common
Assyrian	Common	Iilcano	Common	Somali	Common
Bahasa	Common	Indonesian	Common	Spanish	Common
Bengali	Rare	Italian	Common	Swahili	Common
Berber	Rare	Japanese	Common	Swedish	Common
Bosnian	Common	Khmer (Cambodian)	Rare	Sindhi	Rare
Bulgarian	Common	Kmhu	Common	Tagalog	Common
Burmese (Myanmar)	Rare	Korean	Rare	Tahitian	Rare
Cantonese	Rare	Kurdish	Common	Taiwanese	Common
Catalan	Rare	Laotian	Common	Tamil	Common
Chamorro	Rare	Latvian	Rare	Telugu	Rare
Croatian	Common	Lithuanian	Rare	Thai	Common
Czech	Common	Malay	Rare	Tibetan	Rare
Danish	Common	Maltese	Rare	Tigrinya	Common
Dari	Common	Mandarin	Rare	Toishanese	Common
Dutch	Common	Marathi	Rare	Tongan	Rare
Estonian	Common	Mien	Rare	Turkish	Common
Ethiopian	Common	Mongolian	Rare	Ukrainian	Common
Farsi	Common	Nepali	Rare	Urdu	Common
Fijian Hindi	Rare	Nigerian	Common	Uzbek	Rare
Finnish	Common	Oromo	Rare	Vietnamese	Common
Flemish	Common	Pampangan	Rare	Visayan	Common
French	Common	Pashto	Common	Wu	Common
French Canadian	Common	Polish	Common	Yiddish	Common
Fukienese	Common	Portuguese	Common	Yogad	Rare



If a language is not listed on this list, it is considered rare.

## Document Translation Services

### Documents

LP will provide document translation services according to the complete list of languages available (following page). For instance, Spanish is charged at \$0.22 cents per word. Other Roman languages (i.e., German, French) will be charged \$0.24 based on final word count in "target" language (language translated into). For character-based languages (i.e., Thai, Chinese) charges will be based on English or Roman language word count at \$0.26 per word.

LP will accept documents by fax, email or postal mail. Documents will be returned in Word format. It is the client's responsibility to take returned translation from Word into any other graphic product they desire (i.e., PowerPoint, PDF, etc.), or to agree to extra charges for LP to arrange graphics editing for them. Formatting, proofreading and rush deadlines all incur additional charges.

A minimum charge (per project/language) of \$100.00 applies for any document below that fee. A charge of \$45.00 applies to certificates of attestation and a \$45.00 fee for any documents needing notarization. Rush fees apply to all documents requiring less than five business day return time; rush fees are an additional 30% of the project total.

### Transcription Services

CLIENT may request written transcription of telephone conversations by our Translation Department. Transcriptions can be provided at a rate of \$90.00 per hour of work, which would cover an estimated 6 minutes of (clear) recorded audio.

### Formatting and Desktop Publishing

LP can provide additional formatting of documents for an additional \$0.04 per word. LP can also provide advanced desktop publishing (graphic design) for a fee of \$90.00 per hour. Document formats that LP supports include Microsoft Office® (Word, Excel, PowerPoint), PDF, EPS, Image files (jpeg, tiff), and Adobe® InDesign®. Total charges may vary depending on the length of the assignment.

### Website Globalization

LP will provide website translation services according to the complete list of languages available (following page). LP will accept website text by URL, fax, email or postal mail. Text will be returned in Word format. It is the client's responsibility to take returned translation from Word into the actual website, or to agree to extra charges for LP to arrange text for them on the web.

A minimum charge per project of \$100.00 applies if word count does not equal this minimum charge. Rush fees apply to all website text projects requiring less than five business day return time; rush fees are an additional 30% of the project total. LP can provide services such as formatting and uploading for a fee of \$90.00 per hour; total charges may vary depending on the length of assignment.

### Notice and Cancellation Policy

Any project for written translation given to LP will be charged in full as translation begins immediately upon receipt of documents unless document is submitted as a quote request.

### Customer Support

Our office is available to you 24-hours a day, 7 days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

*\*We return all documents in Word 2016 format to support all clients' technology & file format needs, unless otherwise requested.*



## Written Translation Language Price List

<b>Language</b>	<b>¢ per word</b>	<b>Language</b>	<b>¢ per word</b>	<b>Language</b>	<b>¢ per word</b>
Afghani	22	Georgian	22	Romanian	22
Albanian	22	German	20	Russian	20
Amharic	22	Greek	24	Samoan	24
Anar Dari	22	Gujarati	22	Scandinavian	22
Arabic	24	Hakka	24	Serbo-Croatian	22
Aramaic	24	Hausa	24	Shanghai	22
Arbresh	24	Hebrew	22	Sindhi	22
Armenian	22	Hindi	20	Slavic	22
ASL	N/A	Hmong	22	Slovak	22
Assyrian	22	Hungarian	22	Somali	22
Bahasa	24	Iilcano	22	Spanish	18
Bengali	24	Indonesian	24	Swahili	25
Berber	24	Italian	20	Swedish	22
Bosnian	24	Japanese	24	Swiss	22
Bulgarian	22	Khmer (Cambodian)	24	Tagalog	20
Burmese (Myanmar)	24	Kmhu	24	Tahitian	24
Catalan	24	Korean	28	Taiwanese	22
Chamorro	24	Kurdish	22	Tamil	22
Chinese (Simplified)	20	Laotian	22	Telugu	24
Chinese (Traditional)	20	Latvian	24	Thai	20
Croatian	22	Lithuanian	24	Tibetan	24
Czech	22	Malay	24	Tigrinya	22
Danish	22	Maltese	24	Toishanese	22
Dari	22	Marathi	24	Tongan	24
Dutch	24	Mien	24	Turkish	22
Estonian	24	Mongolian	24	Ukrainian	22
Ethiopian	24	Nepali	24	Urdu	22
Farsi	20	Nigerian	22	Uzbek	24
Fijian Hindi	24	Oromo	24	Vietnamese	24
Finnish	22	Pampangan	24	Visayan	22
Flemish	22	Pashto	20	Wu	22
French	20	Polish	22	Yiddish	22
French Canadian	24	Portuguese	20	Yogad	24
Fukienese	22	Punjabi	20	Yoruba	24

If you don't see the language you need, please contact LP.

Prices effective Jan. 2020



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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments:   X  

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.13

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

**SUBJECT:**

Request to Approve the D.H. White Elementary School, Isleton Elementary School, Riverview Middle, River Delta High/Elementary School and Rio Vista High School's Single Plans for Student Achievement (SPSA) for the 2022-2023 school year.

**BACKGROUND:**

The SPSAs 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. D.H. White Elementary School, Isleton Elementary School, Riverview Middle School and Rio Vista High 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 D.H. White Elementary School, Isleton Elementary School, Riverview Middle, River Delta High/Elementary School, and Rio Vista High School's SPSAs and recommends them for Board approval.

**PRESENTER:** Site Principals

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

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

**RECOMMENDATION:**

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

Time allocated: 3 minutes

# 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	5/23/22	6/14/22

## 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.

# Table of Contents

- SPSA Title Page ..... 1
- Purpose and Description..... 1
- Table of Contents..... 2
- Stakeholder Involvement ..... 3
- School and Student Performance Data ..... 4
  - Student Enrollment..... 4
  - CAASPP Results..... 6
  - ELPAC Results ..... 10
  - Student Population ..... 14
  - Overall Performance ..... 16
  - Academic Performance ..... 17
  - Academic Engagement ..... 22
  - Conditions & Climate..... 25
- Goals, Strategies, & Proposed Expenditures..... 27
  - Goal 1 ..... 27
  - Goal 2..... 30
  - Goal 3..... 32
  - Goal 4..... 34
  - Goal 5..... 36
  - Goal 6..... 38
- Budget Summary ..... 40
  - Budget Summary ..... 40
  - Other Federal, State, and Local Funds ..... 40
- Budgeted Funds and Expenditures in this Plan ..... 41
  - Funds Budgeted to the School by Funding Source..... 41
  - Expenditures by Funding Source ..... 41
  - Expenditures by Budget Reference ..... 41
  - Expenditures by Budget Reference and Funding Source ..... 41
  - Expenditures by Goal ..... 42
- School Site Council Membership ..... 43
- Recommendations and Assurances ..... 44
- Instructions..... 45
  - Instructions: Linked Table of Contents ..... 45
  - Purpose and Description ..... 46
  - Stakeholder Involvement..... 46
  - Resource Inequities ..... 46

Goals, Strategies, Expenditures, & Annual Review .....47

    Annual Review .....48

    Budget Summary .....49

    Appendix A: Plan Requirements .....51

    Appendix B:.....54

    Appendix C: Select State and Federal Programs .....56

# 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 Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	18-19	19-20	20-21
Kindergarten	63	72	62
Grade 1	48	59	44
Grade 2	50	47	50
Grade3	47	55	45
Grade 4	79	45	59
Grade 5	61	69	43
Grade 6			77
<b>Total Enrollment</b>	348	347	380

### 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		
	18-19	19-20	20-21	18-19	19-20	20-21
English Learners	74	67	68	21.3%	19.3%	17.9%
Fluent English Proficient (FEP)	25	22	27	7.2%	6.3%	7.1%
Reclassified Fluent English Proficient (RFEP)	8	7	5	9.4%	9.5%	7.5%

### 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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	68	50	49	67	47	0	67	47	0	98.5	94	0.0
Grade 4	56	69	57	53	68	0	53	68	0	94.6	98.6	0.0
Grade 5	66	63	43	66	59	0	66	59	0	100	93.7	0.0
Grade 6			77			0			0			0.0
All Grades	190	182	226	186	174	0	186	174	0	97.9	95.6	0.0

The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	2411.	2398.		19.40	12.77		25.37	21.28		20.90	31.91		34.33	34.04	
Grade 4	2464.	2442.		24.53	17.65		22.64	26.47		18.87	22.06		33.96	33.82	
Grade 5	2463.	2471.		7.58	15.25		25.76	20.34		22.73	25.42		43.94	38.98	
All Grades	N/A	N/A	N/A	16.67	15.52		24.73	22.99		20.97	25.86		37.63	35.63	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	22.39	17.02		40.30	53.19		37.31	29.79	
Grade 4	22.64	17.65		47.17	51.47		30.19	30.88	
Grade 5	13.64	15.25		43.94	49.15		42.42	35.59	
All Grades	19.35	16.67		43.55	51.15		37.10	32.18	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	20.90	6.38		41.79	59.57		37.31	34.04	
Grade 4	26.42	14.71		41.51	51.47		32.08	33.82	
Grade 5	15.15	20.34		40.91	49.15		43.94	30.51	
All Grades	20.43	14.37		41.40	52.87		38.17	32.76	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	14.93	14.89		59.70	68.09		25.37	17.02	
Grade 4	18.87	16.18		58.49	57.35		22.64	26.47	
Grade 5	7.58	6.78		63.64	57.63		28.79	35.59	
All Grades	13.44	12.64		60.75	60.34		25.81	27.01	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	11.94	8.51		58.21	57.45		29.85	34.04	
Grade 4	20.75	20.59		54.72	47.06		24.53	32.35	
Grade 5	12.12	18.64		54.55	40.68		33.33	40.68	
All Grades	14.52	16.67		55.91	47.70		29.57	35.63	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**Conclusions based on this data:**

- 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).
- 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).
- 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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	69	50	49	68	47	0	68	47	0	98.6	94	0.0
Grade 4	56	69	57	53	68	0	53	68	0	94.6	98.6	0.0
Grade 5	66	63	43	66	59	0	66	59	0	100	93.7	0.0
Grade 6			77			0			0			0.0
All Grades	191	182	226	187	174	0	187	174	0	97.9	95.6	0.0

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	2400.	2410.		10.29	8.51		23.53	27.66		23.53	31.91		42.65	31.91	
Grade 4	2450.	2434.		11.32	10.29		24.53	22.06		32.08	27.94		32.08	39.71	
Grade 5	2478.	2490.		13.64	16.95		10.61	18.64		34.85	30.51		40.91	33.90	
All Grades	N/A	N/A	N/A	11.76	12.07		19.25	22.41		29.95	29.89		39.04	35.63	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	26.47	21.28		25.00	40.43		48.53	38.30	
Grade 4	16.98	19.12		41.51	26.47		41.51	54.41	
Grade 5	19.70	25.42		25.76	30.51		54.55	44.07	
All Grades	21.39	21.84		29.95	31.61		48.66	46.55	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	16.18	12.77		42.65	55.32		41.18	31.91	
Grade 4	13.21	14.71		45.28	45.59		41.51	39.71	
Grade 5	10.61	16.95		42.42	44.07		46.97	38.98	
All Grades	13.37	14.94		43.32	47.70		43.32	37.36	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	13.24	2.13		51.47	59.57		35.29	38.30	
Grade 4	18.87	13.24		47.17	42.65		33.96	44.12	
Grade 5	9.09	13.56		51.52	57.63		39.39	28.81	
All Grades	13.37	10.34		50.27	52.30		36.36	37.36	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	1386.9	1388.6	1387.4	1393.1	1394.7	1416.4	1372.8	1373.7	1319.6	17	14	17
<b>1</b>	*	1465.7	*	*	1474.6	*	*	1456.1	*	*	11	8
<b>2</b>	1476.9	*	*	1474.2	*	*	1479.2	*	*	14	8	9
<b>3</b>	1434.6	*	*	1438.7	*	*	1430.1	*	*	16	9	9
<b>4</b>	1482.9	1465.0	*	1476.6	1456.3	*	1488.5	1473.3	*	11	12	9
<b>5</b>	*	*	*	*	*	*	*	*	*	*	9	10
<b>6</b>			1527.4			1540.0			1514.3			12
<b>All Grades</b>										78	63	74

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	*	14.29	11.76		21.43	11.76	*	28.57	47.06	*	35.71	29.41	17	14	17
<b>1</b>	*	18.18	*	*	45.45	*		36.36	*	*	0.00	*	*	11	*
<b>2</b>	*	*	*	*	*	*		*	*	*	*	*	14	*	*
<b>3</b>		*	*	*	*	*	*	*	*	*	*	*	16	*	*
<b>4</b>	*	8.33	*	*	33.33	*	*	41.67	*	*	16.67	*	11	12	*
<b>5</b>	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>6</b>			33.33			16.67			25.00			25.00			12
<b>All Grades</b>	23.08	17.46	13.51	32.05	41.27	25.68	23.08	28.57	35.14	21.79	12.70	25.68	78	63	74

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	*	21.43	17.65	*	14.29	11.76	*	28.57	47.06	*	35.71	23.53	17	14	17
<b>1</b>	*	18.18	*	*	54.55	*	*	27.27	*		0.00	*	*	11	*
<b>2</b>	*	*	*	*	*	*	*	*	*		*	*	14	*	*
<b>3</b>	*	*	*	*	*	*	*	*	*	*	*	*	16	*	*
<b>4</b>	*	16.67	*	*	41.67	*	*	25.00	*	*	16.67	*	11	12	*
<b>5</b>	*	*	*	*	*	*		*	*	*	*	*	*	*	*
<b>6</b>			41.67			25.00			16.67			16.67			12
<b>All Grades</b>	38.46	30.16	29.73	29.49	38.10	31.08	16.67	17.46	20.27	15.38	14.29	18.92	78	63	74

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	*	14.29	0.00	*	21.43	0.00	*	21.43	35.29	*	42.86	64.71	17	14	17
<b>1</b>	*	0.00	*	*	36.36	*	*	45.45	*	*	18.18	*	*	11	*
<b>2</b>	*	*	*	*	*	*	*	*	*	*	*	*	14	*	*
<b>3</b>		*	*		*	*	*	*	*	75.00	*	*	16	*	*
<b>4</b>	*	0.00	*	*	25.00	*	*	50.00	*	*	25.00	*	11	12	*
<b>5</b>	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>6</b>			0.00			25.00			50.00			25.00			12
<b>All Grades</b>	15.38	4.76	1.35	20.51	34.92	12.16	32.05	38.10	40.54	32.05	22.22	45.95	78	63	74

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	*	21.43	17.65	*	50.00	52.94	*	28.57	29.41	17	14	17
<b>1</b>	*	36.36	*	*	63.64	*		0.00	*	*	11	*
<b>2</b>	*	*	*	*	*	*		*	*	14	*	*
<b>3</b>	*	*	*	*	*	*	*	*	*	16	*	*
<b>4</b>	*	16.67	*	*	66.67	*	*	16.67	*	11	12	*
<b>5</b>	*	*	*	*	*	*	*	*	*	*	*	*
<b>6</b>			25.00			50.00			25.00			12
<b>All Grades</b>	43.59	25.40	24.32	38.46	61.90	54.05	17.95	12.70	21.62	78	63	74

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	*	14.29	17.65	*	50.00	52.94	*	35.71	29.41	17	14	17
<b>1</b>	*	18.18	*	*	72.73	*	*	9.09	*	*	11	*
<b>2</b>	*	*	*	*	*	*		*	*	14	*	*
<b>3</b>	*	*	*	*	*	*	*	*	*	16	*	*
<b>4</b>	*	25.00	*	*	58.33	*	*	16.67	*	11	12	*
<b>5</b>	*	*	*	*	*	*	*	*	*	*	*	*
<b>6</b>			58.33			33.33			8.33			12
<b>All Grades</b>	35.90	33.33	39.19	46.15	52.38	43.24	17.95	14.29	17.57	78	63	74

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	7.14	0.00	*	57.14	47.06	*	35.71	52.94	17	14	17
1	*	27.27	*	*	54.55	*	*	18.18	*	*	11	*
2	*	*	*	*	*	*	*	*	*	14	*	*
3		*	*	*	*	*	81.25	*	*	16	*	*
4	*	0.00	*	*	50.00	*	*	50.00	*	11	12	*
5		*	*	*	*	*	*	*	*	*	*	*
6			0.00			41.67			58.33			12
<b>All Grades</b>	15.38	12.70	2.70	47.44	58.73	41.89	37.18	28.57	55.41	78	63	74

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	28.57	6.25	*	14.29	18.75	*	57.14	75.00	17	14	16
1	*	0.00	*	*	90.91	*	*	9.09	*	*	11	*
2	*	*	*	78.57	*	*	*	*	*	14	*	*
3		*	*	*	*	*	*	*	*	16	*	*
4	*	8.33	*	*	75.00	*	*	16.67	*	11	12	*
5	*	*	*	*	*	*	*	*	*	*	*	*
6			8.33			83.33			8.33			12
<b>All Grades</b>	19.23	9.52	2.74	56.41	69.84	54.79	24.36	20.63	42.47	78	63	73

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**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

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

This section provides information about the school's student population.

2020-21 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
<b>380</b>	<b>52.1</b>	<b>17.9</b>	<b>0.8</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.

2019-20 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	68	17.9
Foster Youth	3	0.8
Homeless	14	3.7
Socioeconomically Disadvantaged	198	52.1
Students with Disabilities	44	11.6

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	18	4.7
American Indian or Alaska Native	2	0.5
Asian	5	1.3
Filipino	1	0.3
Hispanic	152	40.0
Two or More Races	42	11.1
Native Hawaiian or Pacific Islander	4	1.1
White	156	41.1

### Conclusions based on this data:

- 59.2% of our students are socioeconomically disadvantaged.

2. Students with disabilities represent 15.2% of our population.
3. English Language Learners represent 21.3% of our population.







# School and Student Performance Data

## Overall Performance

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

### 2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<b>English Language Arts</b>  Orange	<b>Chronic Absenteeism</b>  Orange	<b>Suspension Rate</b>  Blue
<b>Mathematics</b>  Yellow		

#### Conclusions based on this data:

1. We have greatly improved our suspension rates.
2. Chronic Absenteeism in 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

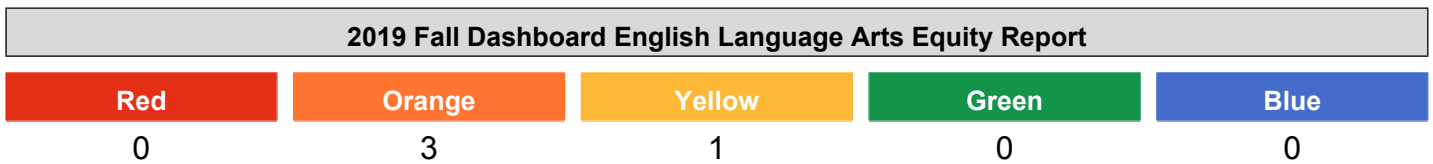
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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 <span style="background-color: #e6f2ff; padding: 2px;">42.3 points below standard</span> Declined -5.6 points 74	 No Performance Color <span style="background-color: #e6f2ff; padding: 2px;">25.4 points below standard</span> 16	 No Performance Color 0 Students	 Orange <span style="background-color: #e6f2ff; padding: 2px;">11 points below standard</span> 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
<span style="background-color: #e6f2ff; padding: 2px;">81.2 points below standard</span> Declined -4.7 points 31	<span style="background-color: #e6f2ff; padding: 2px;">18.9 points above standard</span> Increased ++5.7 points 26	<span style="background-color: #e6f2ff; padding: 2px;">24.1 points below standard</span> 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

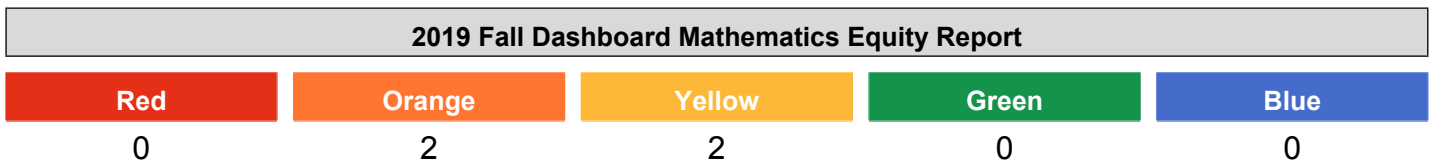
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.






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

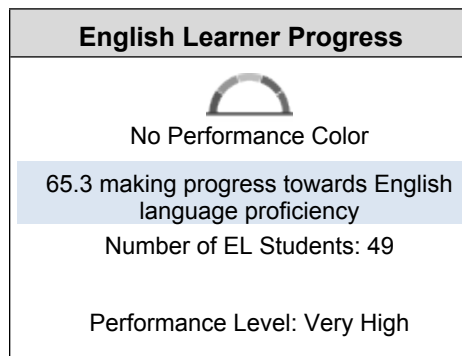
## Academic Performance English Learner Progress

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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		
All Students	English Learners	Foster Youth
Orange 18.1 Increased +0.9 381	Green 6.3 Declined -8.8 80	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5
Homeless	Socioeconomically Disadvantaged	Students with Disabilities
No Performance Color 36 Declined -5.7 25	Red 20.7 Maintained -0.3 241	Red 26.2 Increased +3.6 61

**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

## Academic Engagement Graduation Rate Additional Report

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

2021 Graduation Rate by Student Group				
Student Group	Number of Students in the Graduation Rate	Number of Graduates	Number of Fifth Year Graduates	Graduation Rate
All Students				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students with Disabilities				
African American				
American Indian or Alaska Native				
Asian				
Filipino				
Hispanic				
Native Hawaiian or Pacific Islander				
White				
Two or More Races				

Conclusions based on this data:

- 1.

# School and Student Performance Data

## Conditions & Climate Suspension Rate

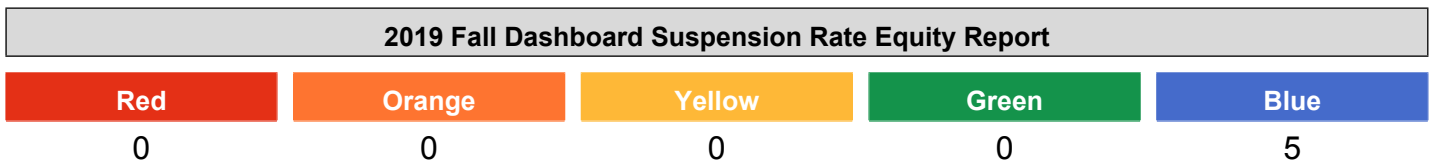
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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> Blue 0.5 Declined Significantly -2.9 387	<p><b>English Learners</b></p> Blue 0 Maintained 0 80	<p><b>Foster Youth</b></p> No Performance Color Less than 11 Students - Data Not 5
<p><b>Homeless</b></p> No Performance Color 0 Declined -8.3 27	<p><b>Socioeconomically Disadvantaged</b></p> Blue 0.4 Declined Significantly -2.5 245	<p><b>Students with Disabilities</b></p> Blue 0 Declined -5.4 61

### 2019 Fall Dashboard Suspension Rate by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color <div style="background-color: #e6f2ff; padding: 5px; text-align: center; margin: 5px 0;">0</div> 11	 No Performance Color Less than 11 Students - Data 3	 No Performance Color Less than 11 Students - Data 3	 No Performance Color Less than 11 Students - Data 3
Hispanic	Two or More Races	Pacific Islander	White
 Blue <div style="background-color: #e6f2ff; padding: 5px; text-align: center; margin: 5px 0;">0.6</div> Declined Significantly -2.4 161	 No Performance Color <div style="background-color: #e6f2ff; padding: 5px; text-align: center; margin: 5px 0;">0</div> Declined -7.4 37	<div style="background-color: #e6f2ff; padding: 5px; text-align: center; margin: 5px 0;">0</div>	 Blue <div style="background-color: #e6f2ff; padding: 5px; text-align: center; margin: 5px 0;">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

From Fall 2022 to Spring 2023 70% of students will increase their MAP RIT score in ELA by a minimum of 10 points, as measured by the student profile report.

## 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
1000.00	Lottery: Unrestricted supplies
10,821	Lottery: Unrestricted classroom supplies for teachers (\$300 per classroom)
3,000.00	Lottery: Unrestricted Afterschool Intervention
1,500.00	Lottery: Unrestricted Substitutes for PD
4000.00	Title I Part A: Basic Grants Low-Income and Neglected PD for working with students with disabilities
14691.00	Title I Part A: Basic Grants Low-Income and Neglected supplies
23087.00	Discretionary 0000: Unrestricted Parent Liasion/Inst. asst II

13800.00	Title I Part A: Basic Grants Low-Income and Neglected Title I intervention aide/inst. asst II.
	Title I Part A: Basic Grants Low-Income and Neglected
	Discretionary
2000.00	Discretionary Afterschool intervention
8413.00	Discretionary 4000-4999: Books And Supplies supplies
5,000.00	Site Supplemental & Concentration PD & Support for CCSS, ELD, NGSS, GLAD, AVID
1,500.00	Site Supplemental & Concentration New Teacher Professional development
1,000.00	Site Supplemental & Concentration PD for working with students with disabilities
4730.00	Site Supplemental & Concentration Supplies
	Site Supplemental & Concentration
1500.00	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

From Fall 2022 to Spring 2023 70% of students will increase their MAP RIT score in Math by a minimum of 10 points, as measured by the student profile report.

## 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)
3500.00	Lottery: Unrestricted Tech Hardware
3000.00	Title I Part A: Basic Grants Low-Income and Neglected Tech Hardware
7500.00	Discretionary Tech Hardware (teacher laptops)
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

100% of classroom teachers will use the PBIS rewards system to reward positive student behavior, which will decrease office referrals by 25% by the end of the 2022-2023 school year, as measured by PBIS rewards reports.

## Identified Need

Frequent positive reinforcement benefits our students in all aspects and allows for equitable opportunities for students to be rewarded.

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

- professional development will be provided on the PBIS online program.
- Administration will regularly monitor reports to assure compliance in using the system.
- Students will be allowed to purchase from the student store at minimum twice a month.
- Positive phone calls home will be made to students quarterly.
- Provide equity and inclusion training opportunities to 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)

1000.00

Source(s)

Site Supplemental & Concentration

PBIS professional development

3000.00	Lottery: Unrestricted PBIS student supplies
2500.00	Discretionary peacemakers program
2000.00	Lottery: Unrestricted peacemakers program

**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.

	Site Supplemental & Concentration
	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

98% of D.H. White families will be connected to the Parent Square app by October 2022, as measured by system report. Administration, teachers and staff will use Parent Square to communicate with families at a minimum of once per week.

## 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.
- Target those families who are not attending events. Principal or designee will make personal phone calls inviting families to attend.
- conduct needs assessment to determine best time to hold parent engagement meetings.
- School wide communication folders will be used (TK-6)
- Reintroduce AVID planners in grades 4-6 stressing the importance of school to home communication.
- Will increase attendance in SSC, PTC, ELAC meetings by 10%.
- PTC will have one parent representative per classroom.
- Provide/Recommend professional development opportunities for parents (i.e. CABE parent conference)

### 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)
2000.00	Lottery: Unrestricted Supplies
500.00	Title I Part A: Basic Grants Low-Income and Neglected ELAC supplies
1500.00	Title I Part A: Basic Grants Low-Income and Neglected Parent education professional development
2500	Discretionary Parent education professional development

# 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

97% of students (grades 2-6) will respond "yes" to the question "do you have at least one adult that you can trust at school," by April 2023 based on responses from pre and post assessments.

## Identified Need

It is critical that we keep social emotional well-being of our students as a top priority and implement strategies daily to promote a positive culture.

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 Counselor & administration will develop weekly check-in schedule with each student who answers "No" to the above question on the pre-assessment which will be given by September 2022.
- Organize parent education around student mental health.
- work with community organizations to connect parents to resources.
- 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 continue in the 2022-2023 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)
2000.00	Lottery: Unrestricted Site based Attendance rewards
3500.00	Discretionary Continue PD for restorative practice/behavior management
2000.00	Discretionary PD for trauma informed schools
1500.00	Site Supplemental & Concentration Site based Attendance rewards
2000.00	Title I PD for equity.

**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

**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.

# 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

100% of students in grades 3-6 will receive daily instruction using the Standards Plus program, 4 times a week in both ELA and mathematics, as measured by administrative walk-throughs and student assessments.

## Identified Need

Students need multiple supports and scaffolding to ensure academic success.

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 (3rd-6th) 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.
- Intervention teacher will concentrate her focus on grades K-3 mainly.
- 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
1750	Discretionary Teachers pay Teachers Site license
1750	Lottery: Unrestricted Teachers pay Teachers Site license



# 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	\$143,542.00

## 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	\$2,000.00
Title I Part A: Basic Grants Low-Income and Neglected	\$37,491.00

Subtotal of additional federal funds included for this school: \$39,491.00

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	\$53,250.00
Lottery: Unrestricted	\$33,571.00
Site Supplemental & Concentration	\$17,230.00

Subtotal of state or local funds included for this school: \$104,051.00

Total of federal, state, and/or local funds for this school: \$143,542.00

# 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	53,250.00
Lottery: Unrestricted	33,571.00
Site Supplemental & Concentration	17,230.00
Title I	2,000.00
Title I Part A: Basic Grants Low-Income and Neglected	37,491.00

## Expenditures by Budget Reference

Budget Reference	Amount
0000: Unrestricted	23,087.00
4000-4999: Books And Supplies	8,413.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
	Discretionary	21,750.00
0000: Unrestricted	Discretionary	23,087.00
4000-4999: Books And Supplies	Discretionary	8,413.00
	Lottery: Unrestricted	33,571.00
	Site Supplemental & Concentration	17,230.00
	Title I	2,000.00
	Title I Part A: Basic Grants Low-Income and Neglected	37,491.00

# Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	97,542.00
Goal 2	15,000.00
Goal 3	8,500.00
Goal 4	6,500.00
Goal 5	11,000.00
Goal 6	5,000.00

# 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
- 3 Classroom Teachers
- 1 Other School Staff
- 3 Parent or Community Members
- 0 Secondary Students

Name of Members	Role
Lora Mills	Parent or Community Member
Patty DuBois	Other School Staff
Nick Casey	Principal
Andria Mendoza	Parent or Community Member
Aimee Mayhood	Classroom Teacher
Taylor Peters	Classroom Teacher
Annelyse Anderson	Classroom Teacher Parent or Community Member
Jennifer Lindsay	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**

English Learner Advisory Committee

Other: D.H. White Staff

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 5/23/22

SSC Chairperson, Andria Mendoza on 5/23/22

# 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**asurable, **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
Isleton Elementary School	34674136033666	6/1/2022	06/28/2022

## 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

Isleton's Site Plan for Student Achievement is a schoolwide program plan.

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

Annually Isleton Elementary School staff, parents, ELAC and PTA members are involved in the process of giving input to the site council in regards to the Single Plan for Student Achievement (SPSA). The council takes the feedback very seriously when creating goals, budgets and action items in the SPSA. A needs assessment is also done annually, using a variety of assessment data, parent survey results, stakeholder feedback, and the California Dashboard Indicators.

# Table of Contents

- SPSA Title Page ..... 1
- Purpose and Description..... 1
- Table of Contents..... 3
- Stakeholder Involvement ..... 4
- School and Student Performance Data ..... 5
  - Student Enrollment..... 5
  - CAASPP Results..... 7
  - ELPAC Results ..... 11
  - Student Population ..... 15
  - Overall Performance ..... 17
  - Academic Performance ..... 18
  - Academic Engagement ..... 23
  - Conditions & Climate..... 25
- Goals, Strategies, & Proposed Expenditures ..... 27
  - Goal 1 ..... 27
  - Goal 2 ..... 32
  - Goal 3 ..... 38
  - Goal 4 ..... 43
  - Goal 5 ..... 53
  - Goal 6 ..... 57
  - Goal 7 ..... 62
  - Goal 8 ..... 66
- Budget Summary ..... 69
  - Budget Summary ..... 69
  - Other Federal, State, and Local Funds ..... 69
- Budgeted Funds and Expenditures in this Plan ..... 70
  - Funds Budgeted to the School by Funding Source..... 70
  - Expenditures by Funding Source ..... 70
  - Expenditures by Budget Reference ..... 70
  - Expenditures by Budget Reference and Funding Source ..... 70
  - Expenditures by Goal ..... 70
- School Site Council Membership ..... 72
- Recommendations and Assurances ..... 73

# Stakeholder Involvement

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

## **Involvement Process for the SPSA and Annual Review and Update**

The SPSA Annual Review and Update is an ongoing cycle of improvement. The site council began meeting in September 2020 and met throughout the year to review and update the school plan. Once the site council initially reviewed and the site plan, staff and parents provided input through formal and informal processes. These processes include taking stakeholder feedback at Tiger Talk Breakfast, ELAC meetings, and School Site Council meetings in order to ensure that the needs of our students are being met. In the spring the Principal reviewed the district LCAP goals, needs assessments, and look at assessment data like SBAC scores, ELPAC scores and CA Dashboard Data with the Site Council and the group provided input. We also completed a year-end assessment on goals and actions for the school site as well as budget priorities for the upcoming 2021-2022 school year.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	18-19	19-20	20-21
Kindergarten	24	24	20
Grade 1	21	24	22
Grade 2	22	19	22
Grade3	20	24	20
Grade 4	23	22	22
Grade 5	17	25	22
Grade 6	31	20	25
<b>Total Enrollment</b>	158	158	153

### Conclusions based on this data:

1. Enrollment numbers at Isleton Elementary have been consistent over the past 3 years. Please keep in mind that these numbers do not include the preschool students, the preschool is located on Isleton campus and usually has 24 students enrolled in the program.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	18-19	19-20	20-21	18-19	19-20	20-21
English Learners	37	39	35	23.4%	24.7%	22.9%
Fluent English Proficient (FEP)	38	30	31	24.1%	19.0%	20.3%
Reclassified Fluent English Proficient (RFEP)	21	6	4	48.8%	16.2%	10.3%

### Conclusions based on this data:

1. Our English Language Learner numbers have decreased over the years.
2. In 2019-2020 the criteria for reclassification changed from needing a 3 to qualify for reclassification to needing a 4 on the ELPAC to qualify for reclassification. With the change in criteria the Isleton staff is dedicated to providing quality Integrated ELD supports in the classroom as well providing high level Designated supports through their ELD teacher.

# 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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	19	21	22	16	20	0	16	20	0	84.2	95.2	0.0
Grade 4	23	24	23	22	22	0	22	22	0	95.7	91.7	0.0
Grade 5	26	18	23	25	18	0	25	18	0	96.2	100	0.0
Grade 6	29	32	25	29	30	0	29	30	0	100	93.8	0.0
All Grades	97	95	93	92	90	0	92	90	0	94.8	94.7	0.0

The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	2432.	2440.		6.25	15.00		50.00	35.00		31.25	40.00		12.50	10.00	
Grade 4	2461.	2476.		22.73	31.82		18.18	27.27		22.73	22.73		36.36	18.18	
Grade 5	2537.	2525.		20.00	22.22		56.00	38.89		16.00	27.78		8.00	11.11	
Grade 6	2598.	2571.		34.48	20.00		51.72	60.00		13.79	16.67		0.00	3.33	
All Grades	N/A	N/A	N/A	22.83	22.22		44.57	42.22		19.57	25.56		13.04	10.00	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	12.50	35.00		62.50	50.00		25.00	15.00	
Grade 4	22.73	13.64		40.91	68.18		36.36	18.18	
Grade 5	32.00	27.78		48.00	55.56		20.00	16.67	
Grade 6	31.03	30.00		58.62	50.00		10.34	20.00	
All Grades	26.09	26.67		52.17	55.56		21.74	17.78	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.



<b>Writing</b>									
<b>Producing clear and purposeful writing</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>
<b>Grade 3</b>	31.25	15.00		56.25	70.00		12.50	15.00	
<b>Grade 4</b>	18.18	13.64		50.00	68.18		31.82	18.18	
<b>Grade 5</b>	48.00	22.22		44.00	72.22		8.00	5.56	
<b>Grade 6</b>	44.83	40.00		55.17	60.00		0.00	0.00	
<b>All Grades</b>	36.96	24.44		51.09	66.67		11.96	8.89	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

<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>17-18</b>	<b>18-19</b>	<b>20-21</b>	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>
<b>Grade 3</b>	12.50	15.00		68.75	80.00		18.75	5.00	
<b>Grade 4</b>	13.64	18.18		72.73	68.18		13.64	13.64	
<b>Grade 5</b>	12.00	11.11		80.00	83.33		8.00	5.56	
<b>Grade 6</b>	31.03	10.00		65.52	83.33		3.45	6.67	
<b>All Grades</b>	18.48	13.33		71.74	78.89		9.78	7.78	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

<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>17-18</b>	<b>18-19</b>	<b>20-21</b>	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>
<b>Grade 3</b>	6.25	25.00		87.50	60.00		6.25	15.00	
<b>Grade 4</b>	27.27	36.36		54.55	45.45		18.18	18.18	
<b>Grade 5</b>	36.00	27.78		56.00	66.67		8.00	5.56	
<b>Grade 6</b>	62.07	26.67		37.93	70.00		0.00	3.33	
<b>All Grades</b>	36.96	28.89		55.43	61.11		7.61	10.00	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**Conclusions based on this data:**

1. We have on average 65% of our students that score at or above standard in Language Arts.
2. We have reduced the percentage of students who have scored below standard in all categories reading, writing, listening, and inquiry.

# 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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	19	21	22	16	20	0	16	20	0	84.2	95.2	0.0
Grade 4	23	24	23	22	22	0	22	22	0	95.7	91.7	0.0
Grade 5	26	18	23	25	18	0	25	18	0	96.2	100	0.0
Grade 6	29	32	25	29	30	0	29	30	0	100	93.8	0.0
All Grades	97	95	93	92	90	0	92	90	0	94.8	94.7	0.0

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	2419.	2436.		18.75	5.00		31.25	60.00		25.00	15.00		25.00	20.00	
Grade 4	2462.	2490.		9.09	18.18		22.73	40.91		45.45	27.27		22.73	13.64	
Grade 5	2553.	2543.		36.00	22.22		32.00	44.44		24.00	27.78		8.00	5.56	
Grade 6	2591.	2562.		37.93	16.67		34.48	40.00		17.24	36.67		10.34	6.67	
All Grades	N/A	N/A	N/A	27.17	15.56		30.43	45.56		27.17	27.78		15.22	11.11	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	37.50	35.00		18.75	40.00		43.75	25.00	
Grade 4	27.27	31.82		18.18	40.91		54.55	27.27	
Grade 5	44.00	38.89		44.00	50.00		12.00	11.11	
Grade 6	37.93	40.00		55.17	40.00		6.90	20.00	
All Grades	36.96	36.67		36.96	42.22		26.09	21.11	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

<b>Problem Solving &amp; Modeling/Data Analysis</b>									
<b>Using appropriate tools and strategies to solve real world and mathematical problems</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>
<b>Grade 3</b>	31.25	10.00		43.75	75.00		25.00	15.00	
<b>Grade 4</b>	18.18	27.27		50.00	59.09		31.82	13.64	
<b>Grade 5</b>	28.00	33.33		64.00	55.56		8.00	11.11	
<b>Grade 6</b>	41.38	26.67		48.28	63.33		10.34	10.00	
<b>All Grades</b>	30.43	24.44		52.17	63.33		17.39	12.22	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

<b>Communicating Reasoning</b>									
<b>Demonstrating ability to support mathematical conclusions</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>	<b>17-18</b>	<b>18-19</b>	<b>20-21</b>
<b>Grade 3</b>	25.00	20.00		50.00	60.00		25.00	20.00	
<b>Grade 4</b>	13.64	31.82		59.09	50.00		27.27	18.18	
<b>Grade 5</b>	40.00	22.22		52.00	55.56		8.00	22.22	
<b>Grade 6</b>	37.93	16.67		44.83	70.00		17.24	13.33	
<b>All Grades</b>	30.43	22.22		51.09	60.00		18.48	17.78	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**Conclusions based on this data:**

1. The percentage of students that have scored at or above grade level has increased over the past 3 years, and approximately 58 percent of our students score at or above grade level in math.
2. The percentage of students who score in the below standard level has decreased every year in all categories.

# 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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	
<b>K</b>	*	1423.4	*	*	1430.6	*	*	1406.4	*	*	14	9	
<b>1</b>	*	*	*	*	*	*	*	*	*	*	*	7	
<b>2</b>	*	*	*	*	*	*	*	*	*	*	*	10	
<b>3</b>	*	*	*	*	*	*	*	*	*	*	5	*	
<b>4</b>	*	*	*	*	*	*	*	*	*	*	4	4	
<b>5</b>	*	*	*	*	*	*	*	*	*	*	5	4	
<b>6</b>	*	*	*	*	*	*	*	*	*	*	*	*	
<b>All Grades</b>											34	34	39

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	*	21.43	*	*	35.71	*	*	28.57	*		14.29	*	*	14	*
<b>1</b>	*	*	*	*	*	*	*	*	*		*	*	*	*	*
<b>2</b>	*	*	*	*	*	*	*	*	*		*	*	*	*	*
<b>3</b>		*	*		*	*	*	*	*	*	*	*	*	*	*
<b>4</b>		*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>5</b>	*	*	*		*	*		*	*	*	*	*	*	*	*
<b>6</b>	*	*	*	*	*	*		*	*		*	*	*	*	*
<b>All Grades</b>	47.06	11.76	2.56	*	44.12	48.72	*	32.35	28.21	*	11.76	20.51	34	34	39

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	*	28.57	*		35.71	*	*	21.43	*		14.29	*	*	14	*
<b>1</b>	*	*	*	*	*	*		*	*		*	*	*	*	*
<b>2</b>	*	*	*	*	*	*	*	*	*		*	*	*	*	*
<b>3</b>		*	*	*	*	*		*	*	*	*	*	*	*	*
<b>4</b>		*	*	*	*	*		*	*	*	*	*	*	*	*
<b>5</b>	*	*	*		*	*		*	*	*	*	*	*	*	*
<b>6</b>	*	*	*	*	*	*		*	*		*	*	*	*	*
<b>All Grades</b>	55.88	23.53	25.64	*	38.24	53.85	*	26.47	5.13	*	11.76	15.38	34	34	39

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	*	21.43	*	*	21.43	*	*	42.86	*		14.29	*	*	14	*
<b>1</b>	*	*	*	*	*	*	*	*	*		*	*	*	*	*
<b>2</b>	*	*	*	*	*	*	*	*	*		*	*	*	*	*
<b>3</b>		*	*		*	*		*	*	*	*	*	*	*	*
<b>4</b>		*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>5</b>		*	*	*	*	*		*	*	*	*	*	*	*	*
<b>6</b>		*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>All Grades</b>	35.29	8.82	0.00	*	23.53	23.08	*	55.88	33.33	*	11.76	43.59	34	34	39

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	*	28.57	*	*	64.29	*		7.14	*	*	14	*
<b>1</b>	*	*	*	*	*	*		*	*	*	*	*
<b>2</b>	*	*	*	*	*	*		*	*	*	*	*
<b>3</b>		*	*	*	*	*		*	*	*	*	*
<b>4</b>		*	*	*	*	*		*	*	*	*	*
<b>5</b>	*	*	*		*	*	*	*	*	*	*	*
<b>6</b>	*	*	*	*	*	*		*	*	*	*	*
<b>All Grades</b>	55.88	20.59	23.68	41.18	64.71	63.16	*	14.71	13.16	34	34	38

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	*	21.43	*	*	64.29	*	*	14.29	*	*	14	*
<b>1</b>	*	*	*	*	*	*		*	*	*	*	*
<b>2</b>	*	*	*	*	*	*	*	*	*	*	*	*
<b>3</b>		*	*	*	*	*	*	*	*	*	*	*
<b>4</b>	*	*	*	*	*	*	*	*	*	*	*	*
<b>5</b>	*	*	*		*	*	*	*	*	*	*	*
<b>6</b>	*	*	*	*	*	*		*	*	*	*	*
<b>All Grades</b>	55.88	38.24	41.03	*	50.00	43.59	*	11.76	15.38	34	34	39

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	*	14.29	*	*	71.43	*		14.29	*	*	14	*
<b>1</b>	*	*	*	*	*	*		*	*	*	*	*
<b>2</b>	*	*	*	*	*	*	*	*	*	*	*	*
<b>3</b>		*	*		*	*	*	*	*	*	*	*
<b>4</b>		*	*	*	*	*	*	*	*	*	*	*
<b>5</b>		*	*	*	*	*	*	*	*	*	*	*
<b>6</b>		*	*	*	*	*	*	*	*	*	*	*
<b>All Grades</b>	32.35	8.82	5.13	44.12	76.47	53.85	*	14.71	41.03	34	34	39

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>K</b>	*	35.71	*	*	28.57	*		35.71	*	*	14	*
<b>1</b>	*	*	*	*	*	*		*	*	*	*	*
<b>2</b>	*	*	*	*	*	*		*	*	*	*	*
<b>3</b>		*	*	*	*	*	*	*	*	*	*	*
<b>4</b>		*	*	*	*	*	*	*	*	*	*	*
<b>5</b>	*	*	*	*	*	*		*	*	*	*	*
<b>6</b>	*	*	*	*	*	*		*	*	*	*	*
<b>All Grades</b>	44.12	17.65	0.00	50.00	58.82	66.67	*	23.53	33.33	34	34	39

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**Conclusions based on this data:**

- 1.

# School and Student Performance Data

## Student Population

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

This section provides information about the school's student population.

2020-21 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
<b>153</b>	<b>55.6</b>	<b>22.9</b>	This is the percent of students whose well-being is the responsibility of a court.
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.	

2019-20 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	35	22.9
Foster Youth	0	
Homeless	6	3.9
Socioeconomically Disadvantaged	85	55.6
Students with Disabilities	15	9.8

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	1	0.7
American Indian or Alaska Native	1	0.7
Asian		
Filipino	1	0.7
Hispanic	97	63.4
Two or More Races	7	4.6
Native Hawaiian or Pacific Islander		
White	46	30.1

### Conclusions based on this data:

1. Our 2 highest subgroups of students are socioeconomically disadvantaged and English Learners.









# School and Student Performance Data

## Overall Performance

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

### 2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<p data-bbox="186 699 480 730"><b>English Language Arts</b></p>  <p data-bbox="297 783 370 808">Green</p>	<p data-bbox="673 699 948 730"><b>Chronic Absenteeism</b></p>  <p data-bbox="768 779 850 808">Orange</p>	<p data-bbox="1179 699 1398 730"><b>Suspension Rate</b></p>  <p data-bbox="1252 779 1325 808">Green</p>
<p data-bbox="251 896 415 928"><b>Mathematics</b></p>  <p data-bbox="297 980 370 1005">Green</p>		

### Conclusions based on this data:

1. We have a high rate of chronic absenteeism and we need goals in the SPSA to address this issue.

# School and Student Performance Data

## Academic Performance English Language Arts

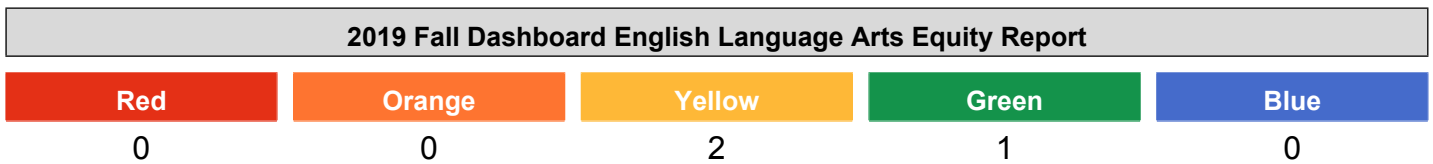
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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> Green 18.9 points above standard Declined -13.9 points 84	<p><b>English Learners</b></p> Yellow 8.9 points above standard Declined -7.2 points 40	<p><b>Foster Youth</b></p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1
<p><b>Homeless</b></p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 7	<p><b>Socioeconomically Disadvantaged</b></p> Green 11.3 points above standard Declined -7.3 points 62	<p><b>Students with Disabilities</b></p> No Performance Color 43 points below standard Declined Significantly -18.9 points 11

**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 1	 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color 0 Students
Hispanic	Two or More Races	Pacific Islander	White
 Yellow 4.8 points above standard Declined -3.3 points 51	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	 No Performance Color 0 Students	 No Performance Color 37.9 points above standard Declined Significantly -28.5 points 28

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
45.7 points below standard Declined -10 points 14	38.3 points above standard Declined -11.5 points 26	27.4 points above standard Declined Significantly -18.7 points 42

**Conclusions based on this data:**

- Although 66% of our students scored at or above grade level standards on the CAASPP ELA test we want to work on closing the gap in a few subsections.

# School and Student Performance Data

## Academic Performance Mathematics

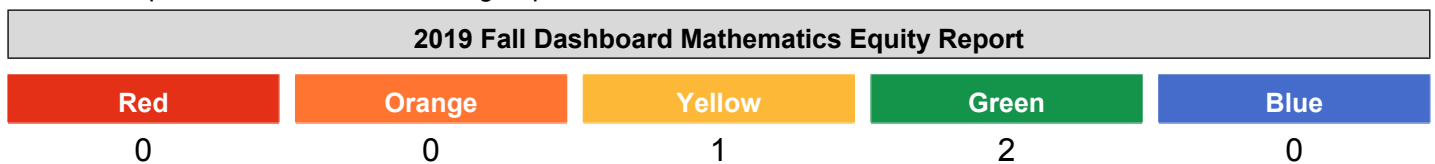
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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> Green 9.3 points above standard Declined -5.3 points 84	<p><b>English Learners</b></p> Green 2.9 points above standard Increased ++3.5 points 40	<p><b>Foster Youth</b></p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1
<p><b>Homeless</b></p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 7	<p><b>Socioeconomically Disadvantaged</b></p> Yellow 3 points below standard Maintained -0.7 points 62	<p><b>Students with Disabilities</b></p> No Performance Color 47.1 points below standard Increased ++7.8 points 11

### 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 1			
Hispanic	Two or More Races	Pacific Islander	White
 Green 2 points above standard Increased ++3.6 points 51	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4		 No Performance Color 13.8 points above standard Declined Significantly -21.4 points 28

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
30.4 points below standard Increased Significantly ++27.7 points 14	20.7 points above standard Declined Significantly -15.1 points 26	14.4 points above standard Declined -11.9 points 42

**Conclusions based on this data:**

1. Our English Learner population shows great growth in their math scores.
2. Reclassified students are scoring higher than English Learning and English Only students

# School and Student Performance Data

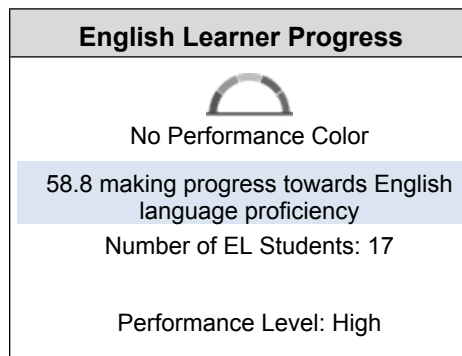
## Academic Performance English Learner Progress

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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		58.8

#### Conclusions based on this data:

1. We have a large number of students that are progressing up a level on the ELPAC exam.

# School and Student Performance Data

## Academic Engagement Chronic Absenteeism

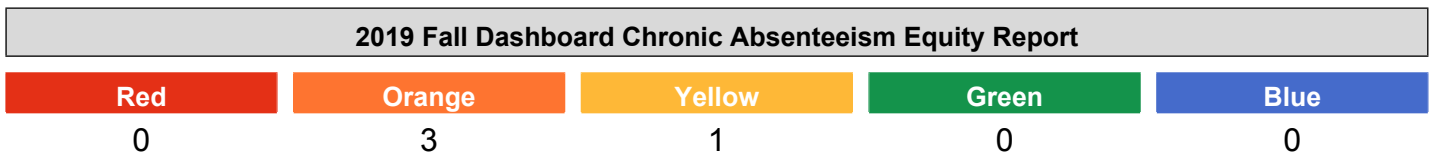
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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 14.6 Increased +0.6 171	<p><b>English Learners</b></p> Orange 7.5 Increased +5.5 53	<p><b>Foster Youth</b></p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2
<p><b>Homeless</b></p> No Performance Color 42.1 Increased +25.4 19	<p><b>Socioeconomically Disadvantaged</b></p> Yellow 13.4 Declined -1.7 127	<p><b>Students with Disabilities</b></p> No Performance Color 29.4 Declined -9.5 17



**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 1	 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 Less than 11 Students - Data Not Displayed for Privacy 1
Hispanic	Two or More Races	Pacific Islander	White
 Orange 9.9 Increased +3.7 101	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 8	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 Orange 18.6 Increased +0.9 59

**Conclusions based on this data:**

1. We have to address chronic absenteeism in all of our schools sub groups.
2. There is a small decrease in the amount of students in our socioeconomically disadvantaged students.

# School and Student Performance Data

## Conditions & Climate Suspension Rate

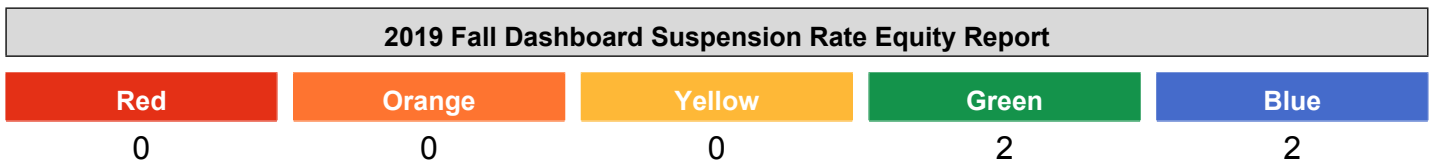
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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>0.6</p> <p>Declined -0.6</p> <p>175</p>	<p><b>English Learners</b></p> <p>Blue</p> <p>0</p> <p>Maintained 0</p> <p>53</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not</p> <p>2</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>0</p> <p>Maintained 0</p> <p>19</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Green</p> <p>0.8</p> <p>Declined -0.7</p> <p>131</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color</p> <p>0</p> <p>Declined -5</p> <p>17</p>

### 2019 Fall Dashboard Suspension Rate by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data 1	 No Performance Color Less than 11 Students - Data 1		 No Performance Color Less than 11 Students - Data 1
Hispanic	Two or More Races	Pacific Islander	White
 Green <div style="background-color: #e0f0ff; padding: 5px; text-align: center;">1</div> Maintained 0 103	 No Performance Color Less than 11 Students - Data 8		 Blue <div style="background-color: #e0f0ff; padding: 5px; text-align: center;">0</div> Declined -1.6 61

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	0.6

**Conclusions based on this data:**

1. Our restorative practices that we have put in place are working on campus.
2. Our social emotional learning lessons, character education awards, campus counselors, and teachers have made an impact on positive school campus culture.

# 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

Clean, Safe and Mentally Stimulating Learning Environment

## LEA/LCAP Goal

State Priorities:

1 - Basic Services

LCAP Goal:

Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction.

## Goal 1

To provide all students access to fully credentialed teachers, instructional materials that align with state standards, and safe facilities.

The staff of Isleton Elementary School is dedicated to providing a clean, safe, and mentally stimulating learning environment where students feel physically, emotionally, and mentally safe taking on academic challenges and feel courageous enough to address others in an appropriate and progressive manner about their positive and negative choices. We are also dedicated to conducting ourselves as professionals in our daily interactions with our students and with each other especially during crucial collaboration meetings. A clean, safe, and mentally stimulating environment provides more student instructional time in the classroom, to increase student achievement. Isleton Elementary School will provide an environment where all teachers are highly qualified.

## Identified Need

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

MAP, SARC information

board approved textbooks and ancillary materials Data Wall intervention

site council agendas and meeting notes facilities walk-throughs

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

Prior to the start of school, teacher/admin conduct inventory of school resources and analysis of technology needs get input from students, parents, teachers, staff and other community stakeholders

do principal observations

conduct safety walk-throughs with custodian, admin and safety committee purchase replacement/upgrade items in order of priority

Strategy:

in coordination with the district office, Isleton Elementary will maintain 100% NCLB highly qualified teachers

in coordination with the district office, Isleton Elementary will have appropriate textbooks, technology, equipment, facilities and materials to support student learning

in coordination with the district office, Isleton Elementary staff will have the necessary equipment and materials to meet the needs of their jobs in a safe and supportive environment.

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

Isleton Elementary has a safe and clean campus and a very responsive custodial and maintenance staff that responds quickly to work order requests. There are minor facilities issues that need addressing due to regular wear and tear, which includes replacement playground equipment, water fountain replacement and lighting.

Technology is an area for continuous improvement and support. One staff member computer and one ELMO has had to be replaced every year for the last two years; there will be more in the future as well as projectors, Elmo's that will also need replacement due to age and use. Data Path is providing an analysis of needs for site council to review and prioritize replacement/upgrades. Teachers are also building on their knowledge of how to integrate technology into the classroom, which will potentially mean more auxiliary equipment items such as Smart Boards to the classroom.

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/Activity

##### Facility Needs

##### Task:

As facility needs arise, teachers/staff will inform the custodian and/or principal. The Principal will make a work order for the Maintenance and Operations department. The Principal will keep a record of needed improvements that are requested. Custodians will inform M & O and principal of regular facility maintenance needed. Perform quarterly Walk Throughs with Safety Committee to look at Facility Needs/Concerns maintain inventory of technology monthly fire drills evacuation plans posted in every room evacuation drills

##### Measures:

work orders placed  
communication with M&O

##### People Assigned:

Custodian  
Teachers/Staff  
Principal  
M & O staff

**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

Curricular Needs

Task:  
Staff will inform the principal of curricular needs to ensure that all students have the appropriate materials. The Principal will contact the DO or order any needed curriculum for the students. At the end of each year, an inventory of curriculum will be done in order to request adequate materials from the DO.

Measures:  
Teacher Communication Communication with District Office  
Teachers will have the appropriate amounts of materials, supplies and technology needed for instruction Students will have the necessary amounts of materials, supplies and technology needed for instruction

People Assigned:  
district office  
personnel  
principal  
teachers  
office staff

**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)

Strategy/Activity

Strategy/Activity:  
Task:  
Form a Safety Committee of parent, staff and principal.

Schedule and conduct one meeting per semester with the school Safety Committee, to meet after site council.

Revise elements of the RDUSD safety plan as needed that pertain to IES.

Maintain and monitor security cameras purchased through site funds.

Investigate additional areas for security cameras to be installed, if beneficial.

Collaborate with the staff about the success of the monthly drills and how the procedures can be improved.

Conduct school wide "Safety Audit" with M & O, share "Safety Audit" findings with district, school and community and implement audit recommendations.

Participate in district purchase of Catapult, internal threat alert system, and train staff. Train Isleton staff on the Standard Response Procedures: evacuate, shelter, lockdown and lockout. Conduct regularly scheduled fire drills, earthquake drills, intruder drills.

**Measures:**

Revised Safety and Emergency Preparedness Plan Agendas

Minutes & Sign-in sheets from the Safety Committee and training meetings

Notes from monthly drill collaboration

"Safety Audit" results

**People Assigned:**

Director of Facilities/Director of Maintenance

Principal

Teachers

Parents

Community Members and pertinent resources such as emergency responders.

**Proposed Expenditures for this Strategy/Activity**

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)

1,100.00

Source(s)

Discretionary

Security Camera Contract

**Strategy/Activity 4**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Update Technology

Task:

Perform site analysis to update technology - projectors, Elmo's, printers, staff computers purchase items to ensure all classrooms are 100% updated and operating properly.

**Measures:**

site tech plan  
inventory of technology on campus  
service tickets to Data Path

**People Assigned:**

district IT staff  
principal  
secretary  
district purchasing  
maintenance

**Proposed Expenditures for this Strategy/Activity**

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)

2,900.00

Source(s)

Discretionary

Tech Hardware for Staff/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

Implement Common Core State Standards

## LEA/LCAP Goal

State Priorities:

2 - Implementation of State Standards

LCAP Goal:

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

## Goal 2

100% Isleton teachers will fully implement Common Core State Standards and Instructional strategies in ELA and Math, Next Generation Science standards, English language development, history/ social science, visual and performing arts, health education and physical education standards.

## Identified Need

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

We have district adopted and provided curriculum and supplementary materials that are aligned with CCSS in ELA and Math, NGSS, ELD and Social Studies. Currently, staff uses the following data:

MAP benchmark data

Data Wall meetings

SBAC data

ELPAC data

formative assessments

summative assessments

PLC time

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

The Principal and teachers will look at the MAP data taken over the course of the 2021-2022 school year. Students who do not score Meets or Exceeds Standards on the test will be identified and their progress examined during "Data Wall" discussions throughout the first semester of the 2022-2023 school year. Schoolwide trends will be identified and addressed through PLC time. Results will also be reviewed with parents during parent conferences held in the fall of 2022. Students who fall significantly below expected learning levels will have a Success Team meeting in order to discuss, how to provide supports for developing an individualized success program for the student.

Strategy:

Provide quality professional development to teachers in the areas of NGSS, CCSS strategies including close reading and academic language development

PLC time dedicated to teachers supporting teachers on growth goals, targeted PD and support through peer observations, strategy sharing, conduct walk throughs and instructional rounds  
Purchase supporting instructional materials

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

Currently, teachers are comfortable with the Common Core State Standards. They have received ELD Framework Training to help support effective strategies for all learners, including academic language development and close reading. This has supported teachers with providing CCSS aligned curriculum, and in the past Isleton Elementary has performed above state averages in both ELA and math. However, staff continues to work hard in order to close the achievement gap.

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**

NGSS/CCSS Professional Development

##### **Task:**

Teachers will be provided professional development training in the NGSS and ELA/math integration.

Teachers will collaborate throughout the year on NGSS implementation, ELA/math implementation and successful teaching strategies which may include observations and planning time.

##### **Measures:**

Agendas/Resources from science/English Language Arts/math

Agendas/Resources from NGSS training

Classroom Walkthroughs/Observations

Teacher absence sheets and records of Purchase Orders for conference attendance.

Student work

##### **People Assigned:**

Teachers/Staff

Principal

District staff

#### **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)

All Students

### Strategy/Activity

Mathematics/ELA Curriculum

#### Task:

Schedule and abide by recommended instructional minutes (90 minutes a day) for mathematics and ELA. K-6 teachers meet regularly, first to establish cross grade level goals in math and ELA, then to monitor over time and engage such things as PD opportunities, classroom observations and collaboration time to meet and discuss our success on reaching our goals.

Post daily agendas and daily coverage of Mathematics and ELA content standards in all classrooms.

Implement daily practice of test taking formats and strategies using Expressions materials and adopted ELA curriculum .

Daily implementation of all purchased components of California adopted Math and ELA curriculum. Identify intervention assignments for each student when appropriate.

#### Measures:

CAASPP (SBAC) scores

Daily Schedules of each grade level reflecting fidelity to providing Mathematics and ELA instruction

Specialized instruction and intervention

Lesson Plans reflecting commitment to the implementation of the adopted Core Curriculum

Teacher Observations/"Walk Through's"

Textbooks and Teacher Resources

Inventory Analysis

Posted Common Core content standards & daily agendas in all classrooms showing deliberate purpose of providing standards-based instruction

Meeting agendas, notes & sign-in sheets

Pictures of the Data Wall cards and their movement over time to show student achievement progress

#### People Assigned:

Teachers

Support Staff

Principal

### 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)

#### Strategy/Activity

CCSS Supplemental Materials

#### Task:

Teachers will use district or site funded supplemental materials for the purpose of implementing Common Core standards and enhancing instruction. Including but not limited to high interest reading materials, realia, and math support items.

Purchase supplemental Language Arts, Spelling and/or Phonics consumables for enhancing the grammar and spelling instruction and practice.

#### Measures:

Lesson Plans

Classroom Walkthroughs/Observations

Student Work

#### 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)

1,300.00

Title I Part A: Basic Grants Low-Income and Neglected

Teacher Pay Teachers School Access Account

500.00

Site Supplemental & Concentration

Phonics Consumables

1,500.00

Site Supplemental & Concentration

Intervention Materials

350.00

Discretionary

	Teachers Pay Teachers School Access Account
1,500.00	Title I Part A: Basic Grants Low-Income and Neglected NewsELA subscription
1,700.00	Title I Part A: Basic Grants Low-Income and Neglected Literacy and Math Engagement

### 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

NGSS Implementation

##### Task:

School wide schedule will reflect science period aligned with NGSS standards

All teachers will teach required science standards

Teachers will use GLAD and other effective strategies within science, including arts and technology integration

Provide alternate activities for acquiring and mastering science standards (field trips, assemblies).

Non-fiction Science texts will be used during ELA instruction

Teachers will be provided budget to purchase STEM materials to support new standard implementation

##### Measures:

lesson plans walkthroughs

POs from materials purchased

Staff meeting notes from collaboration time

Assessment scores

##### People Assigned:

Teachers/ Staff

Principal

#### Proposed Expenditures for this Strategy/Activity

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

Title I Part A: Basic Grants Low-Income and Neglected

NGSS/Math supplemental materials

# 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

State Priorities:

3 - Parent Involvement

LCAP Goal:

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

## Goal 3

Promote increased parent involvement and engagement. Engage local community in the decision-making process and the educational programs of students. Increase parent engagement by 10% as evidenced by PTA, ELAC, parent learning opportunities, school events, and classroom volunteering.

## Identified Need

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

Parent surveys

Activity logs and sign in sheets associated with school related programs

Record of parent sponsored activities

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

The School Site Council will meet regularly and at least one half of the members of the Council will be parents of students attending the school.

The Principal will attend PTA meetings and provide information to assist in their decision making process.

A record of event flyers that go home, as well as event postings in Parent Square will be maintained.

Sign in sheets for various activities such as Donuts for Dads, Muffins for Moms, Family Game Nights, parent learning nights, Open House and Back to School Night will be maintained.

The district or school will conduct a yearly survey asking for input from parents on services that the school provides and principal will review to make changes.

Strategy:

Increased two-way communication through newsletters, dialer phone calls, event fliers

Increased principal involvement in PTA, ELAC and school site council - reaching out to all parents  
Identifying best practices for Isleton Elementary (i.e. communication) and following up regularly with stakeholders to improve

Continue to employ bilingual parent liaison on a hourly basis to coordinate parent volunteers, provide translation, help coordinate school events, and support teachers in communicating directly with families.

Continue communication with parents through Isleton Parent Square page alongside updating school Facebook page to ensure parents are getting up to date information

Continue to build partnership with local agencies, including Adult Ed, First 5, and others to provide quality learning opportunities for parents

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

Parents are in general very satisfied with the level of care and support their children receive at school. However, more effort needs to be made to increase communication between home and school

more parent learning opportunities are needed, for both English and Spanish-speaking parents, including but not limited to:

CCSS math

college and career readiness

STEM

parenting classes

family learning field trips

family health

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/Activity

ELAC/ Supporting English Learner Parents

Task:

Inform the parent of the opportunities for involvement and the importance and implications that parent involvement has on student achievement. Emphasize the importance of regular school attendance and inform the parents of the criteria and procedures for short-term independent study agreements.

Review the English Learner placement procedures, program option, and exit criteria with the parents.

Explain the contents of the ELPAC and clearly communicate the testing schedule with their parents.

Seek advice for the development of the Single Plan for Student Achievement (SPSA).

Elect one representative to attend the DELAC/DAC/PI meetings.

Encourage parents to complete the school surveys

Review the results of the surveys and seek advice from the communicated results.

Provide a translator for all meetings and communications home

Provide bi-lingual monthly newsletters, announcements, and phone tree announcements

Work with Adult Ed and other agencies to provide educational opportunities for parents to bridge the gap between home and school

Send team of parents to local CAFE and support parents attending statewide conference if available



**Measures:**

Meeting announcement flyers  
Meeting sign-in sheets  
Record of parent involvement (events' helpers)  
ELAC meeting handouts  
School Messenger phone logs Family surveys  
Translated documents

**People Assigned:**

English Language Development (ELD) teacher  
Parents  
Students  
Principal

**Proposed Expenditures for this Strategy/Activity**

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)
450.00	Discretionary ELAC meeting refreshments
800.00	Title I Part A: Basic Grants Low-Income and Neglected Parent CAFE conference

**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**

Family Learning Opportunities

**Task:**

Utilize monthly newsletter, Parent Square posts, Facebook updates, individual calls and dialer phone calls to increase two-way communication  
In conjunction with the County Library, sponsor a minimum of one Family Literacy Night at the school each semester  
Staff will plan math nights support parent understanding of CCSS  
Quarterly parent learning opportunities  
Donuts for Dads, Muffins for Moms and other events  
Empower parents as partners, including First 5, library, and ASP collaboration

**Measures:**

Measures: Sign In Sheets  
Parent and staff feedback  
Parent surveys

**People Assigned:**

Principal  
Parents  
Students  
Teachers  
Community

**Proposed Expenditures for this Strategy/Activity**

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)
2,025.00	Title I Part A: Basic Grants Low-Income and Neglected Parent Literacy/Engagement Activities
641.00	Discretionary Parent Nights/ Engagement Activities
1,500.00	Discretionary Parent Event Incentives and Refreshments

**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**

Parent Communication and Outreach

**Task:**

Provide dependable two-way communication between school and home  
Provide translation for all events and monthly newsletters  
Monthly Tiger Talk breakfast or coffee with parents  
Attend all ELAC and PTA meetings and bring back information to staff to ensure complete communication  
Use Parent Square, Facebook posts, and phone call dialers  
Assist parents in eliminating the barriers between home and school  
Continue to employ bilingual parent liaison on an hourly basis who will:

provide translation  
 help make outreach calls for volunteering  
 attend PTA and ELAC meetings and ensure communication is effective and voices are heard  
 solicit feedback from parents on school concerns and needs  
 coordinate adult education opportunities

Partner with First 5 to open Family Community Resource Center (M/W/F)  
 Parent Awards to Acknowledge Engaged parents

**Measures:**

sign in sheets  
 number of newsletters  
 number of phone calls and notifications  
 positive feedback on parent surveys  
 number of active parent volunteers and parent leaders

**People Assigned:**

Principal  
 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)
5,550.00	Title I Part A: Basic Grants Low-Income and Neglected Bilingual Parent Liaison
475.00	Discretionary Postage for mailings to families
600.00	Discretionary Tiger Talk Breakfasts and Year End Volunteer BBQ

# 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

Achievement

## LEA/LCAP Goal

State Priorities:

4 - Pupil Achievement

LCAP Goal:

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

## Goal 4

Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready: Emphasize and increase focus on other student outcomes related to required areas of study, including physical education, the arts and social emotional learning that influence student achievement.

68% of Isleton students will achieve Meet or Exceed Standards (3 or 4) status on ELA and 63% of our students will achieve Meet or Exceed on the Math summative assessments, and district wide assessments.

Students will make at minimum a year's growth in ELA, as measured by site-specific assessments by teacher evaluation, SBAC results and district benchmarks.

25% Reclassification rate for 2022-2023

90% 6th grade ELL students who have attended US schools since kindergarten will meet re-designation criteria prior to leaving for middle school.

85% of 5th grade students will meet the Healthy Fitness Zone in 4 out of 6 Physical Fitness Zones.

## Identified Need

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

CAASPP SBAC results

MAP (District benchmark) data

CAST Science Results

ELPAC Results

Reclassification Data

STAR Physical Fitness Results Formative Assessments

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

Each teacher will review all student data on a quarterly basis. Parents will be kept informed of progress via report cards, back to school night activities, weekly folders home with completed work and state and local test reports.

Teachers will review student progress at least quarterly in Data Wall meetings and following MAP benchmark tests.

Staff will make data-driven decisions to support student achievement.

**Strategy:**

each teacher will review all student progress at least quarterly in Data Wall meetings  
collaboration time to articulate across grade levels and with support teachers such as ELD, RTI and RSP

staff professional development and staff collaboration

targeted small group instruction as need for such things as ELD and reading

formative assessments throughout the year in k-6 to make real-time decisions and differentiate instruction

continued implementation of "Academic Success Strategies" in kinder, 2nd,4th, 5th and 6th in 2022-2023.

differentiated learning opportunities in the form of field trips, theatre arts residency, art docent instruction and school clubs and enrichment activities

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

2018 ELA SBAC test results show: 56% of 3rd graders met or exceeded standards; 41% of 4th graders met or exceed standards; 76% of 5th graders met or exceeded standards; and 86% of 6th graders met or exceeded standards.

2018 Math SBAC test results show: 50% of 3rd graders met or exceeded standards; 32% of 4th graders met but or exceeded standards; 68% of 5th graders met or exceeded standards; and 72% of 6th graders met or exceeded standards. 3rd-6th grade teachers have been consistently reviewing formative assessments and matching instruction to meet student needs, including using IABs (CAASPP formative assessments) as part of instruction. This will be a continued focus for 2022-2023.

During the 2019-2020 school year the criteria in order to be reclassified had increased from needing an overall score of a 3 on the ELPAC to needing an overall score of a 4. Last year as a result of the increased criteria we had 6 students get reclassified where the previous year had 21 students.

89% of 5th graders met 4/6 Physical Fitness Zone goals in 2018-2019. This shows PE and classroom teachers have implemented strategic supports to increase success. This will continue in 2022-2023.

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/Activity**

Ongoing Assessment and Monitoring

**Task:**

Staff will review SBAC, ELPAC, District adopted assessments and Physical Fitness Results. Administer assessments for Kinder students (MAP, district benchmark, ELPAC ) and monitor progress throughout kinder year.

Implement regular curricular monitoring assessments (Math Topic Tests, ELA Theme Skills Tests, Ren Learn Assessments).

Administer interim benchmark assessments - MAP and/or SBAC, and continue to monitor progress on goals throughout the year with frequent test chats.  
 Establish calendar for administration, collection, and analysis of RTI assessments.  
 Schedule and use Datawall activities for classroom teachers, and principal to coordinate and fine tune services for students.  
 Utilize district-provided SBAC practice materials.  
 Celebrate student success on SBAC, ELPAC, Science CAST, CAA with Medals Ceremonies; other classroom successes in the form of "brag tags" and kinder pins  
 Develop a COS Team (Coordination of Services Team) involving staff members from instructional aides, school counselor, mental health clinician, teachers and Principal. In order to discuss student data, trends, progress on goals (academic and social/emotional), and interventions and supports in place.

**Measures:**

Clear documentation of RTI and Monitoring Assessments  
 Calendar of assessment administration and data analysis  
 Assessment data shared with administration from teachers  
 Documentation from PLC meetings, learning rounds and analysis of student work Data reports disaggregated by subgroups

**People Assigned:**

Teacher/Staff  
 Principal

**Proposed Expenditures for this Strategy/Activity**

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)
1050.00	Discretionary Awards and Medals for Academic Achievement (SBAC/ELPAC)
1,000.00	Site Supplemental & Concentration Subs for quarterly assessments

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

**Strategy/Activity**

Collaborate Grade Level - School Wide

**Task:**

Calendar one collaboration meeting per month to focus on Common Core Instructional Strategies, Assessment data and analysis, and or lesson planning.

Identify school site leaders in specialized areas (GLAD, A/R, School Plan, SDAIE) and utilize their input for all staff.

Use a data recording tool for site collaboration meetings.

Teachers share specific input/feedback on how to improve teaching strategies and student performance. Hold beginning and end of the year cross grade level collaboration meetings.

Measures:

Collaboration agendas/minutes

Modifications to lesson plans/teaching strategies

Students below benchmark identified and provided additional support

Data analysis of significant grade level and school wide subgroups in SBAC Benchmarks, District Assessments, and Curricular Assessments

People Assigned:

Teachers/Staff

Principal

### **Proposed Expenditures for this Strategy/Activity**

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)

Strategy/Activity

Differentiation

Task:

Student academic needs will be discussed at Data Wall meetings at least five times each year. School will meet with parents of students with significant academic/behavioral/other needs in an SST. Teachers and staff will work together to come up with ways to help students in their areas of need (i.e. push-in help, pullout help, academic or behavior contracts).

In order to enhance the educational program, and allow students the opportunity to express their talents through expression other than the traditional subjects, the site will contract with services to support achievement for all students. This includes ongoing partnership with theater and art instructors in order to incorporate arts integration. Isleton Elementary is also committed to pursuing other partnerships to increase arts integration.

Contract with organizations such as Effie Yeaw to bring learning activities to Isleton Elementary to enrich curriculum.

Set aside funds for enrichment supplies and GATE programming. Restart Enrichment Club minimum one time/month for students who scored Advanced and/or are identified as GATE.

Provide funds for clubs, i.e. ukulele club and clubs for science/technology, etc.

Provide flexible seating options in classrooms to support different learner needs.

**Measures:**

Meeting notes from Monitoring Conferences

Meeting notes from SSTs

Staffing considerations for students needing extra help

outcomes from individual learning plans (GATE students)

formative and summative assessments connected with arts/music/PE

number of students in engaged in a variety of educational opportunities

**People Assigned:**

Teacher/Staff

Principal

District GATE coordinator

**Proposed Expenditures for this Strategy/Activity**

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)
3,000.00	Lottery: Unrestricted  Field Trips to Support Educational Program and Transportation for Field Trips
4,000.00	Title I Part A: Basic Grants Low-Income and Neglected  Field Trips, At school Learning Opportunities, and Transportation for Field Trips
1,000.00	Title I Part A: Basic Grants Low-Income and Neglected  Enrichment Activities - Clubs, etc.
2,800.00	Title I Part A: Basic Grants Low-Income and Neglected  On Campus Learning Opportunities and Field Trips to Support Learning Opportunities
300.00	Discretionary  Flexible Seating
500.00	Discretionary  GATE/Advanced Enrichment

**Strategy/Activity 4**

**Students to be Served by this Strategy/Activity**



(Identify either All Students or one or more specific student groups)

### Strategy/Activity

Continue to Support English Learner Program

#### Task:

Create a instructional schedule that maximizes personnel resources and instructional materials which includes: 30 minutes of ELD instruction for every English Learner who is Emerging, Expanding and or Bridging and integrated ELD throughout k-6 for in classrooms  
Implement the core ELD instructional materials (Wonders)  
Administer the adopted curriculum's assessments components  
Purchase and use test prep materials for the purposes for preparing the English Learners to gain at least one level advancement on the ELPAC  
Prepare the paperwork and hold mandatory meeting to re-designate English Learners who have met all necessary achievement criterion. This will be dependent on new district redesignation criteria.  
Inform the parent of the EL Program's process, placement and exit criteria

#### Measures:

ELPAC, MAP and CAASPP (SBAC) Results  
Student Redesignation Lists  
Agendas  
Meeting notes  
Sign-in for ELAC meetings  
Summary of ELD curriculum assessment results  
Daily ELD Instruction Schedule

#### People Assigned:

Teachers  
English Learner Support teacher  
Principal  
Support Staff

### Proposed Expenditures for this Strategy/Activity

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)

400.00

Source(s)

Site Supplemental & Concentration

ELD/ Intervention Professional Development

### Strategy/Activity 5

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

## Strategy/Activity

### Implement Instructional Program with Intensity and Fidelity to Core Curriculum

#### Task:

Abide by recommended instructional minutes (2.5 hours for K-3 and 2 hours for grades 4-6) for English/Language Arts

Post daily agendas and daily coverage of English Language Arts content standards in all classrooms

Daily implementation of all purchased components of adopted English Language Arts

Attend regular Data Wall meetings to discuss the academic progress of each teacher's "target" students, identify the intervention assignment for each student when appropriate, and adjust the school-wide Data Wall with current assessment data and student levels

Provide each staff member budget to purchase supplemental instructional materials

Ensure that all staff members are meeting instructional minutes and requirements for Physical Education Instruction.

Continued implementation of "Academic Success" strategies in our kindergarten, 2nd grade, 4th grade, 5th grade, and 6th grade.

#### Measures:

District testing benchmark information directly related to Common Core Curriculum

Principal observation in classrooms

Daily Schedules Lesson Plans

Teacher Observations/walkthroughs

Textbooks and Teacher Resources Inventory Analysis

Posted standards & daily agendas

Data Wall & collaboration time meeting agendas Meeting notes & sign-in sheets Data Wall cards.

#### People Assigned:

Teachers

Principals

Support Staff

English Language Support and Intervention 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)

3,200.00

Discretionary

Classroom supplies

3,050.00

Discretionary

Copier Lease

2,450.00

Discretionary

	Copier supplies
991.00	Site Supplemental & Concentration "Educational Success" Supplies
1,100.00	Lottery: Unrestricted Physical Education Supplies and Equipment

## Strategy/Activity 6

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

#### Strategy/Activity

##### Targeted Skills Intervention

##### Task:

Analyze Wonders assessments, Theme Skills or similar assessment from curriculum (K-6), MAP Assessments (K-6), STAR Early Literacy (K-2) STAR Reading (1-6), SBAC (Grades 3-6), SuccessMaker (2- 6) and ELPAC (K-6) data using the data management module, School Plan and the school-wide Data Wall

Collaborate on ensuring students are referred to and receiving timely and appropriate interventions  
Track progress for all students in RTI

Administer initial placement assessments for STAR Reading, Read Naturally and Corrective Reading

Identify and implement the appropriate intervention program based on the students' assessment results. Hold 6-8 week monitoring & collaboration meetings to review progress and eligibility  
Three times a week 1st, 2nd, and 3rd grade students who are struggling with decoding skills will receive small group instruction to improve reading skills

Identify specific students who are performing below grade level in their fluency score to attend Read Naturally session at least two times per week

Using current Star Early Literacy data, identify English Learners who are beginning and early intermediate to attend intervention sessions with the EL Support Teacher which will use the best teaching practices of "frontloading" and deliberate "scaffolding" and "chunking" in the ELA concepts to build a knowledge foundation previous to English Learners receiving the ELA core lessons from the classroom teacher.

Site leadership works closely with the district office, both Educational Services and Special Education to maximize district and site resources to support all students at our school and throughout the district

Students who score at or above grade level participate in accelerated/differentiated instruction in the classroom

Students who need extra support academically may participate in our After School Program, where they can receive help with their homework and access other academic intervention programs

##### Measures:

Student eligibility lists for each intervention program

Daily/weekly schedule for each intervention program

Agenda

Meeting notes

Sign-in for collaboration and training meetings  
Student assessment results for each quarter

**People Assigned:**

Teachers  
Principal  
Support Staff  
English Learner Support teacher

**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)

**Strategy/Activity**

Academic Success Implementation

**Task:**

implement academic language development strategies to support all learners: RIRA and close reading (RIRA k-2) (close reading (2-6)

"academic talk": fortified output and interactions

sentence frames and other supports used in classrooms

academic vocabulary taught at every grade level

Continue schoolwide organization implementation, with planner use and note taking k-6

Continue further implementation of college and career readiness activities, including research projects, college visits and career visitors/fairs

Participate in District College and Career Week

Teachers and administrator will attend Professional Development provided through SCOE during school year

Site purchases Academic Success organization items for all students (i.e. binders, folders, pencil pouches, etc)

Provide school-wide "School Planners" in order to continue to develop very important organizational skills.

Continue to work with the local High School to arrange "Senior Visits" with former Isleton students to discuss successful learning strategies and college and career opportunities.

**Measures:**

classroom walkthroughs

teacher lesson plans

staff meeting agendas

**People Assigned:**

Principal 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)	Source(s)
1,500.00	Lottery: Unrestricted Academic Success Supplies
500.00	Title I Part A: Basic Grants Low-Income and Neglected Academic Success Planners
1,000.00	Title I Part A: Basic Grants Low-Income and Neglected Professional Development
1,000.00	Title I Part A: Basic Grants Low-Income and Neglected College and Career Activities

# 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

Pupil Engagement

## LEA/LCAP Goal

State Priorities:

5 - Pupil Engagement

LCAP Goal:

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

## Goal 5

Isleton Elementary will continue to foster student connectedness, in order to reach our attendance goal of 97%, and reduce our chronic absenteeism rate down to 10%. This includes connecting with students and families about the barriers that students face in attending and engaging in school.

## Identified Need

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

Student attendance data from Aeries Student Data Management System

Data Wall meetings

Input from school families and students

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

The school site secretary will track student attendance and make daily calls.

Secretary and principal meet weekly to discuss student absences and identify potential chronic absenteeism.

At least monthly, the site secretary will provide the principal a list of the students with perfect attendance and those with chronic absences.

Principal will follow SARB process, including providing all notification letters, meeting with parents, and referring families to SARB board.

Weekly monitor schoolwide attendance goal by grade level, update grade level percentages on attendance data board in the school office.

Strategy:

recognize perfect attendance each month at assemblies

convene intervention meetings with families of students who are not only chronically absent, but students who are starting to show more absenteeism

use SARB process as an opportunity to engage families and resources

ensure ongoing school/family communication

offer activities that support students' interests, i.e STEAM activities and career readiness activities

Principal will make home visits to support attendance efforts

provide support to families and connection to service in relation to attendance.

Meet weekly with school COS (Coordination of Services) Team in order to discuss students with attendance declines, create intervention plans to increase attendance, and schedule meetings with parents.

provide students with regular absences access to the Isleton Counseling team to provide student and family support for success.

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

Student attendance has been slightly lower than the desired district goal (96%) but still close to 97% on a consistent basis. COVID protocols and maintaining school safety has played a crucial role in this years attendance percentage.

However, every school day missed has implications so perfect attendance will be a school wide goal for the coming year. Chronic absenteeism for 2018-2019 was 14%, with two groups (Socio Economic Disadvantaged and Caucasian) having the highest absenteeism. Looking into 2019 Fall Dashboard Data our largest groups of students facing chronic absenteeism is English Learners and Homeless. Targeted efforts to support families is essential to lowering the rate of absenteeism, including referrals for services, connections with transportation, and building relationships with the families.

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/Activity

Student Engagement Activities

##### Task:

work with Isleton Library to provide weekly activities, including Makers Club and Story Time for k-2, interviews with authors, art workshops

collaborate with ASP to ensure students have ample enrichment opportunities (sports, arts, etc)

provide clubs that reflect student interests, including ukulele club, Spanish for Spanish speakers class, the continued development of Kindness Club etc.

provide regular opportunities for students to explore potential career paths

work with site council, ELAC, PTA and student council to offer culturally responsive events throughout the year.

No Tardy Party at least quarterly to acknowledge students who come to school on time each day.

To include enrichment opportunities of Yoga, and STEAM.

Provide Arts Integration into the classroom, in the form of Performing/Theater Arts, Art and Music.

##### Measures:

sign in sheets at events

number of events planned

communication between school, library, ASP and other organizations

##### People Assigned:

Principal

Teachers/Staff

ASP

### Proposed Expenditures for this Strategy/Activity

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 Student enrichment and Clubs
4,000	Site Supplemental & Concentration Student Enrichment Activities
991.00	Discretionary Recess and playground equipment

### Strategy/Activity 2

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

#### Strategy/Activity

Attendance

##### Task:

Engage all parents through two way communication regarding attendance  
Students who have perfect attendance each quarter will receive recognition/award. Students with no tardies will participate in activities such as a "No Tardy" party  
Teachers will encourage superior attendance and recognize it in their classrooms  
Discuss student Attendance at our weekly COS Team (Coordination of Services Team) meetings. Made up of the principal, counselor, mental health clinician, a classroom teacher, and an instructional aide. Collaborate to eliminate barriers to student absences. Provide health supplies if needed and connect with services  
Parents/Guardians of students with chronic absenteeism will receive letters from the school and have a meeting with the School Attendance Review Team  
Provide end of the year celebration to celebrate high attendance rates. Student recognition/awards for perfect attendance  
Monitor Chronic Absenteeism Rates on Aeries Analytics monthly throughout the school year.

##### Measures:

Attendance from Aeries  
Number of Chronic Absentees  
Copies of chronic absenteeism letters/Notes from parent meetings  
SARB notices  
Behavior Contracts SSTs



People Assigned:  
Principal  
Secretary  
Teachers/Staff

**Proposed Expenditures for this Strategy/Activity**

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

Attendance Incentives

# 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 Climate

## LEA/LCAP Goal

State Priorities:

6 - School Climate

LCAP Goal:

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

## Goal 6

Isleton Elementary will create a variety of actions and programs that will decrease suspension and expulsion rates to 0% as well as increase students' feelings of safety and social-emotional wellbeing on campus.

## Identified Need

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

Previous SARC information

3 year suspension and expulsion information School discipline records

Pertinent counseling and SST information

Parent surveys

Student surveys

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

Individual suspensions will be monitored and reported to parents, the staff, and district offices.

Suspensions will be entered into the Aeries system.

Analyze parent survey data for trends to improve school culture.

Analyze student responses from 5 minute meetings with the school counselor, completed at the start and again at the end of each school year.

Strategy:

Teachers and staff will develop a behavior matrix to encompass playground, cafeteria and classroom behavior

Teachers will facilitate class meetings and other types of activities to build rapport, communication skills and conflict resolution abilities

Teachers will work with counselor and principal to identify needed services and supports for at-risk students

Teachers, principal and staff will facilitate SSTs and other intervention meetings

Principal and staff will provide clear and consistent message and follow through with regards to discipline

Teachers, Principal and staff will work hand in hand with the counseling team in order to address prolonged social issues.

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

In 2018-2019, Isleton suspended two students, in 2019-2020 one student was suspended. This is due to a number of factors including collaboration among administrator, teachers and instructional assistants with years of experience; parent support for the school program; a positive reward system that recognizes student achievements; a positive trait of the month program; assemblies that promote positive messages to the students; an active PTA and School Site Council; and a commitment to monitoring and addressing student behavior and using each interaction as an opportunity to foster character and citizenship. Further, the school staff use agreed upon behavior norms in class and on the playground, and the principal has implemented an alternative discipline model. The school counselor is active in k-6 through 1:1, small group and whole class support; we had the addition of a full-time licensed therapist on campus to support students and families needs and district social worker for higher tier student needs.

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/Activity

Promote Positive Student Behavior and Establish Positive Expectations

#### Task:

Establish clearly understood school and classroom rules with clearly communicated consequences.

Strengthen expectations for cafeteria behavior and procedures with appropriate consequences

Support teachers in implementing and building culture through "Class Meetings"

Acknowledge positive student behaviors with incentives and rewards

Complete a Paw Power wall for outstanding student achievement, growth, etc.

Host student awards night in May

Provide individual and group counseling services. The school will continue to provide assemblies, bullying prevention program, classroom incentives, student recognition awards program, school safety program

Review, analyze and plan strategies to reduce suspensions/expulsions, including restorative practices and interventions. Develop alternatives to suspension that help students repair, reflect and are instructive

Maintain referral plan that is a student learning tool.

Acknowledge positive student behaviors with incentives and rewards through character education assemblies and special activities.

Facilitate an active Student Council with leadership and school involvement opportunities: Spirit Weeks, morning announcements, leading the Pledge of Allegiance on the PA system, fundraising, and assessing the needs and wants of our students.

Implement behavior contracts as part of the behavior modification program for student with reoccurring misbehaviors

Provide peer mentoring groups through counselor to increase leadership skills in older students

Provide extra time (1 hour/week) for counselor to meet 1:1 or in small groups with students after school  
 Provide PD to staff members in MTSS-associated areas (interventions, trauma-informed practices, restorative justice, etc)  
 Implement Kindness Club on campus in order to promote positive character. With Kindness Club developing activities and engagement opportunities for students during lunch recess.

Measures:

AERIES discipline report  
 Classroom observation and "Walk-Thru" notes and copies of classroom established rules.  
 Notes from counselor and teacher collaboration  
 Restorative Practices reflection forms, meeting notes, plans and contracts  
 Signed Parent/School Compacts  
 Teacher feedback from class meetings and other rapport building activities Student Council meeting agendas and minutes  
 "Check In/Check Out" communication log  
 Rewards for monthly recognition of good character.  
 Record of overall disciplinary contacts to include suspension and expulsion data student surveys, and parent surveys  
 Continue the develop and promote the Isleton Kindness Club, these students increase and spread of kindness across campus.  
 Continue to develop and implement "calm corners" in all classrooms.

People Assigned:

Principal  
 Classroom/SDC Teachers  
 EL Support Teacher

Support Staff  
 School 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)
1,500.00	Lottery: Unrestricted  Positive School Climate Support Activities and Recognition- T Shirts, No Tardy Party, Kindness Club, etc.
1,000.00	Title I Part A: Basic Grants Low-Income and Neglected

	Professional Development MTSS/Trauma Informed/Restorative Practices Training
493.00	Lottery: Unrestricted  School Climate Incentives/ Calm Corners/ Kindness Club Activities

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Include Community Based Programs to Support Students

Task:

maintain regular communication with agency to ensure students are receiving services.  
work to connect with local universities to procure interns to support counseling program.  
partner with Lions Club and other local service agencies to provide opportunities to students such as holiday gifts.  
schedule events with ELAC and PTA including holiday fair, family movie nights, fundraisers, etc.  
Partner with Migrant Ed to provide services to students.  
Coordinate with First 5 to provide early literacy opportunities to families connected with IES.  
Partner with Adult Ed to provide learning opportunities to parents around technology, communication, etc.  
Partner with South County Services (food, support services)  
Make consistent referrals to our SCOE Mental Health and Wellness MFT to ensure Tier III students and families are getting mental health support.  
Partner with Isleton library to bring quality enrichment opportunities to students and families

Measures:

number of referrals to SCOE Mental Health and Wellness MFT  
communication between agencies and school  
sign ins from events  
parent surveys and feedback to principal and staff  
schedules  
library activity participation

People Assigned:

Principal  
Counselor  
PTA ELAC  
Lions Club  
SCOE Mental Health and Wellness MFT

**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

Course Access - 21st century skills

## LEA/LCAP Goal

Priorities:

7 - Course Access

LCAP Goal:

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

## Goal 7

Isleton Elementary School will create and maintain full access to all technology components of the district-adopted curriculum, site-based software, web-based programs, and internet services for all students, teachers, and support staff throughout the school year to increase access, equity, improve technological fluency and close the achievement gap.

In all classes, 100% of all students will have access to technology and software to build grade-level appropriate technological skills. This includes keyboarding skills, Google classroom and other applications.

## Identified Need

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

CAASPP (SBAC) scores  
district-wide elementary assessments  
maintenance journals from the tech, computer inventory spreadsheet  
teacher collaboration discussions  
input from stakeholders  
California College Readiness Standards

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

Samples of lessons and projects completed using technology  
Formative assessments  
Completed projects through Google Classroom using Google sheets, Google slides, Google docs

Strategy:

integrate technology usage into students' daily practice to both improve technological fluency and skills  
ensure K-6 has access to Chromebooks  
ongoing professional development (TOSA and other providers)

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

Students need regular unfettered access to technology. This requires two things: regular opportunities and reliable equipment. The district provides excellent tech support. A TOSA (teacher on special assignment) who will support teachers in implementation is also key, as teachers have communicated a desire for more training. The site will continue to build skills in the classroom and add more Chromebooks and other devices as needed to support 1:1 technology. Teachers will continue to work with the TOSA to integrate activities and programs into the curriculum to bridge the digital divide.

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/Activity

Technology Skills Integration

#### Task:

Implement instructional technology associated with all adopted curriculum.

Monitor implementation of the curriculum's technology components

collaborate with Teacher on Special Assignment (TOSA) and other district personnel on individualized learning plan (ILP) for teacher to integrate technology into the classroom that matches students' needs

Teachers will utilize supplemental technology programs such as RenLearn, IXL, and Starfall to bolster basic skill acquisition.

Teachers will continue to utilize keyboarding programs with students in k-6th grade to practice Common Core technology standards and gain proficiency in keyboarding skills.

#### Measures:

Training agendas

Sign-in sheets

Classroom observations & walkthroughs

Notes Teachers' lesson plans

#### People Assigned:

Classroom/SDC Teachers

Principal

District TOSA

### **Proposed Expenditures for this Strategy/Activity**



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

Technology Integration/Support

**Task:**  
 Maintain 1:1 technology through maintenance and regular purchase of Chromebooks and other devices.  
 Work closely with district contractor to ensure devices are working properly and with TOSA to ensure district software is working properly.

**Measures:**  
 Teacher plans for using mini-labs in the classrooms  
 Troubleshooting & Maintenance logs  
 Teacher feedback  
 Computer Lab/classroom time observations  
 Communication logs for contact with Data Path, Ren Learn and Lexia representatives  
 Teacher feedback on the effectiveness of the computer skills mini-lesson

**People Assigned:**  
 Principal  
 Classroom/SDC  
 Teachers Support Staff

**Proposed Expenditures for this Strategy/Activity**

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)
2,225.00	Title I Part A: Basic Grants Low-Income and Neglected  Technology Upgrades, Replacement and Maintenance
400.00	Lottery: Unrestricted  student technology needs



# 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

Mitigating Learning Loss

## LEA/LCAP Goal

Priority 4: Student Achievement

LCAP Goal 1: Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

## Goal 8

Isleton Elementary will provide students with multiple avenues and opportunities to support student learning and academic achievement and remediate any learning loss that has resulted from distance learning during the COVID-19 pandemic.

We will reduce the percentage of students in the "at risk" range on the MAP Benchmark by 10% in both ELA and Math by the end of the 2022-2023 school year.

We will increase the percentage of students in the "at or above grade level" category on MAP Benchmark by 10% in both ELA and Math by the end of the 2022-2023 school year.

## Identified Need

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

Monthly check-ins with teachers about student participation, progress on goals, formative assessment data, and attendance.

Benchmark/ MAP test scores

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

2018-2019 CAASPP data shows that 10% of our students did not meet standard in ELA and 11% did not meet standard in Math. During the spring 2021 administration of our Benchmark MAP scores are showing that 35% of k-6 students are scoring in the "at risk" range for Math and 26% of our students are scoring in the "at risk" range in ELA .

The MAP Data for the 2021-2022 school year shows that there is still a learning loss that needs to be addressed. With 36% of our student population scoring in the "at risk" range in Math and 26% testing in the "at risk" range for ELA. The MAP data also shows that 28% of our k-6 student population is scoring "at or above grade level" in math and 35% are scoring "at or above grade level" in ELA. The students make an averaged 7 points of growth in the Fall and 13 points of growth in the Spring for Math and the students averaged 6 points of growth in the Fall and 9 points in the Spring for ELA.

During the year long distance learning time students participated at various levels of online learning. These various levels having contributing factors such as unstable internet, increased social/emotional stressors, providing supervision or care to a younger sibling, and so much more. Even with the attempts by the district to provide chromebooks and hotspots to students in order to access online learning, some continue to have connectivity issues.

Strategy:

Provide quality interventions and academic supports for students below grade level. These interventions can be done as pull out services as well as push in services in order to support our students academic growth.

Have Data Wall discussion and SST meetings in order to monitor student growth.

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 as Identified for Additional Support

### **Strategy/Activity**

Provide Instruction and Interventions as well as Monitor Student Progress

#### **Task:**

1. Students will receive intervention support using materials such as Lexia, IXL, Read Naturally, Corrective Reading program, Accelerated Reader, and Freckle with the purpose of making the core accessible to all students. In order to increase students reading/ language fluency, comprehension, and math skills at individual student levels.
2. Students who need more support will have the opportunity to attend after school tutoring with a credentialed teacher (available through ASP)
3. Students who are more than one year below grade level can attend ELA and Math Summer Academies in July.
4. Schedule SST (Student Success Team) Meetings for students as needed.
5. Monitor and discuss student growth at Data Wall Meeting, as a team discuss the best RTI intervention possible for struggling students who are .
6. Purchase supplemental RTI intervention materials.
7. Utilize RSP teacher and aide to provide RTI interventions for students.

#### **Measures:**

Students receiving RTI supports and services will show growth on pre and post test of RTI curriculum.

Students receiving RTI supports will be monitored closely at quarterly Data Wall Discussion Meetings to discuss growth

Students will show growth on MAP benchmark assessments from Fall to Winter and Spring.

#### **People Assigned:**

RSP Teacher

Instructional Aides

Teachers/Staff

ELD Teacher

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)

1,000.00

Site Supplemental & Concentration

RTI Intervention supplies/ supplemental materials

# 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	\$65,491.00

## 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	\$27,400.00

Subtotal of additional federal funds included for this school: \$27,400.00

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	\$19,557.00
Lottery: Unrestricted	\$9,143.00
Site Supplemental & Concentration	\$9,391.00

Subtotal of state or local funds included for this school: \$38,091.00

Total of federal, state, and/or local funds for this school: \$65,491.00

# 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	19,557.00
Lottery: Unrestricted	9,143.00
Site Supplemental & Concentration	9,391.00
Title I Part A: Basic Grants Low-Income and Neglected	27,400.00

## Expenditures by Budget Reference

Budget Reference	Amount
------------------	--------

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
	Discretionary	19,557.00
	Lottery: Unrestricted	9,143.00
	Site Supplemental & Concentration	9,391.00
	Title I Part A: Basic Grants Low-Income and Neglected	27,400.00

## Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	4,000.00
Goal 2	7,850.00
Goal 3	12,041.00

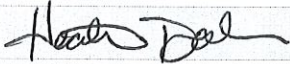
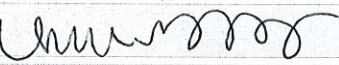




Goal 4	28,841.00
Goal 5	6,141.00
Goal 6	2,993.00
Goal 7	2,625.00
Goal 8	1,000.00



# 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
- 1 Classroom Teachers
- 1 Other School Staff
- 2 Parent or Community Members

Name of Members	Role
Heather Dolk 	Classroom Teacher
Maggie Gonzalez 	Parent or Community Member
Gabriela Chavez 	Other School Staff Parent or Community Member
Maria Romero 	Parent or Community Member
Stacy Wallace 	Principal
Laureen Valentine 	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**

*Maria G. Romero*

English Learner Advisory Committee

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 6/1/2022.

Attested:

*Stacy Wallace*  
*Gabriela Chavez*

Principal, Ms. Stacy Wallace on 6/1/2022

SSC Chairperson, Gabriela Chavez on 6/1/2022

*Michelle* *Helen Dehn*

*Palentus*

# 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	05/26/2022	06/07/2022

## 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.

# Table of Contents

- SPSA Title Page ..... 1
- Purpose and Description..... 1
- Table of Contents..... 2
- Comprehensive Needs Assessment Components ..... 4
  - Data Analysis ..... 4
  - Surveys ..... 4
  - Classroom Observations..... 4
  - Analysis of Current Instructional Program..... 4
- Stakeholder Involvement ..... 7
- Resource Inequities ..... 7
- School and Student Performance Data ..... 8
  - Student Enrollment..... 8
  - CAASPP Results..... 10
  - ELPAC Results ..... 14
  - Student Population ..... 17
  - Overall Performance ..... 19
  - Academic Performance ..... 20
  - Academic Engagement ..... 31
  - Conditions & Climate..... 34
- Goals, Strategies, & Proposed Expenditures..... 36
  - Goal 1..... 36
  - Goal 2..... 43
  - Goal 3..... 49
  - Goal 4..... 53
  - Goal 5..... 62
  - Goal 6..... 63
  - Goal 7..... 64
  - Goal 8..... 65
  - Goal 9..... 66
  - Goal 10..... 67
  - Goal 11..... 68
- Budget Summary ..... 69
  - Budget Summary ..... 69
  - Other Federal, State, and Local Funds ..... 69
- Budgeted Funds and Expenditures in this Plan ..... 70
  - Funds Budgeted to the School by Funding Source..... 70

Expenditures by Funding Source .....70

Expenditures by Budget Reference .....70

Expenditures by Budget Reference and Funding Source .....70

Expenditures by Goal .....71

School Site Council Membership .....72

Recommendations and Assurances .....73

Instructions.....74

    Instructions: Linked Table of Contents.....74

    Purpose and Description.....75

    Stakeholder Involvement.....75

    Resource Inequities .....75

Goals, Strategies, Expenditures, & Annual Review .....76

    Annual Review .....77

    Budget Summary .....78

    Appendix A: Plan Requirements .....80

    Appendix B:.....83

    Appendix C: Select State and Federal Programs .....85

# 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).

Each spring River Delta USD conducts a survey through Panorama Education of staff, student and family views of all the schools in our district. The survey includes components of academics, school culture, and safety. Riverview also conducts less formal surveys throughout the school year to gauge student interest in different activities on campus, including signing up for elective classes.

## Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Marcy Rossi, administrator at Riverview Middle School, conducted informal daily classroom visits throughout the school year. Mrs. Rossi also conducted formal observations of 8 of Riverview's 9 classroom teachers, including 2 probationary teachers. These observations were conducted three times a year in accordance with the River Delta Unified Teacher's Association contract and consisted of a pre-observation meeting, observation, and post-observation meeting.

## 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)

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



## Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

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

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

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

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

## Teaching and Learning

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

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

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

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

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

## **Opportunity and Equal Educational Access**

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

Evidence-based educational practices to raise student achievement

## **Parental Engagement**

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

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)

## **Funding**

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

Fiscal support (EPC)



# 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 2021-22 school year, the SPSA was reviewed by the Riverview School Site Council (SSC) meetings on 9/24, 10/29, 12/3, 1/28, 2/25, 4/1, 4/29, and 5/26. The SSC meetings were held on campus in a classroom and the conference room. The SPSA for the 2021-22 school year was approved at our meeting on 5/26/22.

Information for the SPSA was collected from staff, our Parent Teacher Club, School Site Council, 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 Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	18-19	19-20	20-21
Grade 6	68	70	
Grade 7	85	98	90
Grade 8	81	86	99
Total Enrollment	234	254	189

### Conclusions based on this data:

1. IN 2020-21, Riverview changed to only 7 & 8 grade. This decreased our enrollment by about 25%.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	18-19	19-20	20-21	18-19	19-20	20-21
English Learners	30	34	29	12.8%	13.4%	15.3%
Fluent English Proficient (FEP)	52	49	39	22.2%	19.3%	20.6%
Reclassified Fluent English Proficient (RFEP)	9	1	0	30.0%	3.3%	0.0%

### Conclusions based on this data:

1. Our English Learners population increased in 2020-21.
2. We did not designate any RFEPs in 2020-21. This was due the pandemic and distance learning.

# 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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	57	67		57	66		57	66		100	98.5	
Grade 7	78	85	90	76	85	0	76	85	0	97.4	100	0.0
Grade 8	95	84	101	94	82	0	94	82	0	98.9	97.6	0.0
All Grades	230	236	191	227	233	0	227	233	0	98.7	98.7	0.0

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	2463.	2492.		3.51	4.55		24.56	27.27		26.32	40.91		45.61	27.27	
Grade 7	2500.	2494.		5.26	10.59		26.32	23.53		27.63	22.35		40.79	43.53	
Grade 8	2522.	2480.		8.51	3.66		21.28	15.85		30.85	20.73		39.36	59.76	
All Grades	N/A	N/A	N/A	6.17	6.44		23.79	21.89		28.63	27.04		41.41	44.64	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	10.53	7.58		40.35	56.06		49.12	36.36	
Grade 7	13.33	12.94		32.00	38.82		54.67	48.24	
Grade 8	18.09	7.32		40.43	41.46		41.49	51.22	
All Grades	14.60	9.44		37.61	44.64		47.79	45.92	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	8.77	6.06		35.09	60.61		56.14	33.33	
Grade 7	16.00	10.59		48.00	44.71		36.00	44.71	
Grade 8	15.96	9.76		38.30	31.71		45.74	58.54	
All Grades	14.16	9.01		40.71	44.64		45.13	46.35	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	3.51	3.03		64.91	78.79		31.58	18.18	
Grade 7	5.33	3.53		65.33	64.71		29.33	31.76	
Grade 8	10.64	9.76		60.64	46.34		28.72	43.90	
All Grades	7.08	5.58		63.27	62.23		29.65	32.19	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	8.77	9.09		52.63	75.76		38.60	15.15	
Grade 7	14.67	15.29		54.67	43.53		30.67	41.18	
Grade 8	20.21	7.32		45.74	32.93		34.04	59.76	
All Grades	15.49	10.73		50.44	48.93		34.07	40.34	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**Conclusions based on this data:**

- English Language Arts scores are low across the demographic sub-groups on the CAASPP scores in 2019 and have been since 2017-18.
- Reading and Writing are the lowest sub-category scores. Listening skills are slightly higher.
- We did not test in 2020-21.

# 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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	57	67		57	66		57	66		100	98.5	
Grade 7	78	85	90	76	84	0	76	84	0	97.4	98.8	0.0
Grade 8	95	84	101	93	82	0	93	82	0	97.9	97.6	0.0
All Grades	230	236	191	226	232	0	226	232	0	98.3	98.3	0.0

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	2454.	2468.		3.51	4.55		12.28	10.61		28.07	33.33		56.14	51.52	
Grade 7	2493.	2496.		7.89	11.90		18.42	19.05		31.58	17.86		42.11	51.19	
Grade 8	2540.	2501.		17.20	6.10		12.90	12.20		32.26	34.15		37.63	47.56	
All Grades	N/A	N/A	N/A	10.62	7.76		14.60	14.22		30.97	28.02		43.81	50.00	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	8.77	7.58		24.56	24.24		66.67	68.18	
Grade 7	11.84	14.29		32.89	26.19		55.26	59.52	
Grade 8	22.83	9.76		30.43	32.93		46.74	57.32	
All Grades	15.56	10.78		29.78	28.02		54.67	61.21	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	7.02	4.55		35.09	40.91		57.89	54.55	
Grade 7	11.84	13.10		39.47	42.86		48.68	44.05	
Grade 8	17.20	8.54		47.31	45.12		35.48	46.34	
All Grades	12.83	9.05		41.59	43.10		45.58	47.84	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	5.26	4.55		35.09	46.97		59.65	48.48	
Grade 7	11.84	15.48		53.95	52.38		34.21	32.14	
Grade 8	15.22	4.88		54.35	56.10		30.43	39.02	
All Grades	11.56	8.62		49.33	52.16		39.11	39.22	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**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.
3. We did not test in 2020-21.

# 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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	*	1536.4		*	1541.4		*	1530.7		*	11	
7	*	1510.4	1524.2	*	1506.7	1522.1	*	1513.4	1525.6	*	11	14
8	*	*	1525.5	*	*	1522.9	*	*	1527.7	*	9	14
All Grades										23	31	28

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	*	18.18		*	54.55		*	9.09		*	18.18		*	11	
7	*	0.00	21.43	*	45.45	35.71	*	45.45	28.57	*	9.09	14.29	*	11	14
8	*	*	7.14	*	*	57.14	*	*	7.14	*	*	28.57	*	*	14
All Grades	*	9.68	14.29	*	45.16	46.43	*	29.03	17.86	*	16.13	21.43	23	31	28

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	*	45.45		*	36.36		*	0.00		*	18.18		*	11	
7	*	18.18	28.57	*	45.45	42.86	*	27.27	14.29	*	9.09	14.29	*	11	14
8	*	*	21.43	*	*	50.00	*	*	21.43	*	*	7.14	*	*	14
All Grades	*	25.81	25.00	*	45.16	46.43	*	16.13	17.86	*	12.90	10.71	23	31	28

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.



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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6		18.18		*	27.27		*	27.27		*	27.27		*	11	
7		0.00	7.14	*	18.18	21.43	*	36.36	35.71	*	45.45	35.71	*	11	14
8		*	7.14	*	*	14.29		*	42.86	*	*	35.71	*	*	14
All Grades		9.68	7.14	*	19.35	17.86	*	38.71	39.29	*	32.26	35.71	23	31	28

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	*	27.27		*	63.64		*	9.09		*	11	
7		9.09	42.86	*	72.73	42.86	*	18.18	14.29	*	11	14
8	*	*	21.43	*	*	64.29	*	*	14.29	*	*	14
All Grades	*	16.13	32.14	52.17	67.74	53.57	*	16.13	14.29	23	31	28

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	*	63.64		*	18.18		*	18.18		*	11	
7	*	36.36	42.86	*	54.55	42.86	*	9.09	14.29	*	11	14
8	*	*	42.86	*	*	42.86		*	14.29	*	*	14
All Grades	60.87	45.16	42.86	*	41.94	42.86	*	12.90	14.29	23	31	28

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6		9.09		*	45.45		*	45.45		*	11	
7		0.00	7.14	*	27.27	42.86	*	72.73	50.00	*	11	14
8		*	21.43	*	*	42.86	*	*	35.71	*	*	14
All Grades		9.68	14.29	*	25.81	42.86	65.22	64.52	42.86	23	31	28

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	*	36.36		*	45.45		*	18.18		*	11	
7	*	0.00	7.14	*	90.91	78.57	*	9.09	14.29	*	11	14
8	*	*	0.00	*	*	78.57		*	21.43	*	*	14
All Grades	*	12.90	3.57	65.22	74.19	78.57	*	12.90	17.86	23	31	28

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**Conclusions based on this data:**

1. Riverview 7th graders performance increased on overall, written, and oral language.
2. The number of students scoring a 4 in overall language increased, but the number of students scoring a 1 in that area also increased.
3. Oral language, written language, and speaking scores stayed nearly the same.

# School and Student Performance Data

## Student Population

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

This section provides information about the school's student population.

2020-21 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
<b>189</b>	<b>50.8</b>	<b>15.3</b>	This is the percent of students whose well-being is the responsibility of a court.
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.	

2019-20 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	29	15.3
Foster Youth		
Homeless	6	3.2
Socioeconomically Disadvantaged	96	50.8
Students with Disabilities	26	13.8

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	8	4.2
American Indian or Alaska Native	1	0.5
Asian		
Filipino	2	1.1
Hispanic	86	45.5
Two or More Races	14	7.4
Native Hawaiian or Pacific Islander	1	0.5
White	77	40.7

### Conclusions based on this data:

1. About 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

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

### 2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<p data-bbox="186 695 480 730"><b>English Language Arts</b></p>  <p data-bbox="289 779 378 810">Orange</p>	<p data-bbox="673 695 948 730"><b>Chronic Absenteeism</b></p>  <p data-bbox="764 779 854 810">Orange</p>	<p data-bbox="1179 695 1398 730"><b>Suspension Rate</b></p>  <p data-bbox="1260 779 1317 810">Red</p>
<p data-bbox="251 894 415 930"><b>Mathematics</b></p>  <p data-bbox="289 978 378 1010">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

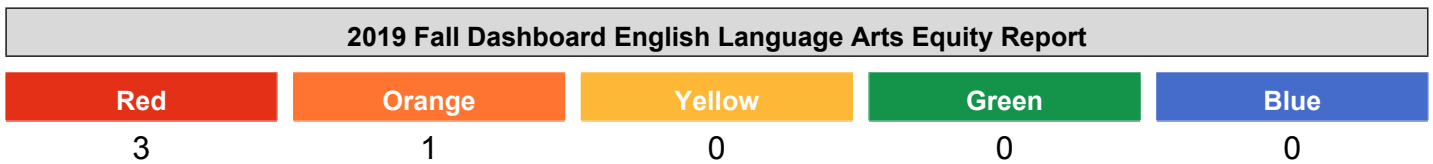
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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 61.9 points below standard Declined -11.6 points 219	<p><b>English Learners</b></p> Red 102.3 points below standard Declined -7.6 points 58	<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 2	<p><b>Socioeconomically Disadvantaged</b></p> Red 75.4 points below standard Declined -8.4 points 128	<p><b>Students with Disabilities</b></p> No Performance Color 114.2 points below standard Declined -11.9 points 23

**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 77.2 points below standard 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 52.1 points below standard 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
145.1 points below standard Declined -6.7 points 30	56.5 points below standard Declined -3.8 points 28	49.1 points below standard Declined -4.9 points 139

**Conclusions based on this data:**

- All subgroups are below standard in ELA and declined further in 2019. Hispanic students declined significantly.

# School and Student Performance Data

## Academic Performance Mathematics

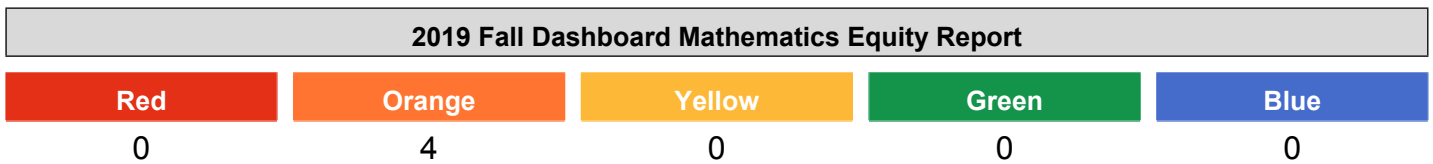
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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

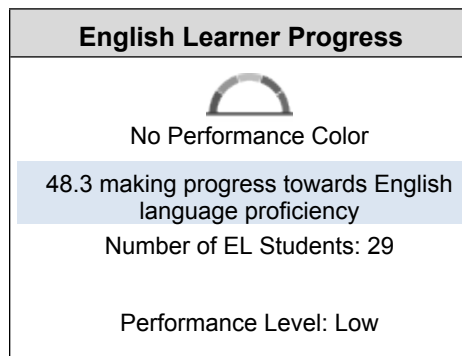
## Academic Performance English Learner Progress

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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. Almost half of Riverview students progressed at least one level.

# School and Student Performance Data

## Academic Performance College/Career Measures Only Report

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

<b>Number and Percentage of Students in the Combined Graduation Rate and/or Dashboard Alternative School Status (DASS) Graduation Rate by Student Group</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

**Advanced Placement Exams – Number and Percentage of Four-Year Graduation Rate Cohort Students**

Student Group	Cohort Totals	Cohort Percent
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the four-year graduation rate cohort by student group who scored 3 or higher on at least two Advanced Placement exams.

**International Baccalaureate Exams – Number and Percentage of Four-Year Graduation Rate Cohort**

Student Group	Cohort Totals	Cohort Percent
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the four-year graduation rate cohort by student group who scored 4 or higher on at least two International Baccalaureate Exams.

<b>Completed at Least One Career Technical Education (CTE) Pathway – Number and Percentage of All Students</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

<b>Completed a-g Requirements – Number and Percentage of All Students</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the University of California (UC) or California State University (CSU) a-g criteria with a grade of C or better (or Pass).

<b>Completed a-g Requirements AND at Least One CTE Pathway – Number and Percentage of All Students</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the UC or CSU a-g criteria with a grade of C or better (or Pass) AND completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

<b>Completed College Credit Courses – Number and Percentage of All Student Students Completing One Semester, Two Quarters, or Two Trimesters of College Credit Courses</b>		
<b>Student Group</b>	<b>Number of Students</b>	<b>Percent of Students</b>
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

**Completed College Credit Courses – Number and Percentage of All Student  
Students Completing Two Semesters, Three Quarters, or Three Trimesters of College Credit Courses**

Student Group	Number of Students	Percent of Students
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

**Earned the State Seal of Biliteracy – Number and Percentage of All Students**

Student Group	Cohort Totals	Cohort Percent
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who earned the State Seal of Biliteracy.

**Conclusions based on this data:**

**1.**



# School and Student Performance Data

## Academic Engagement Chronic Absenteeism

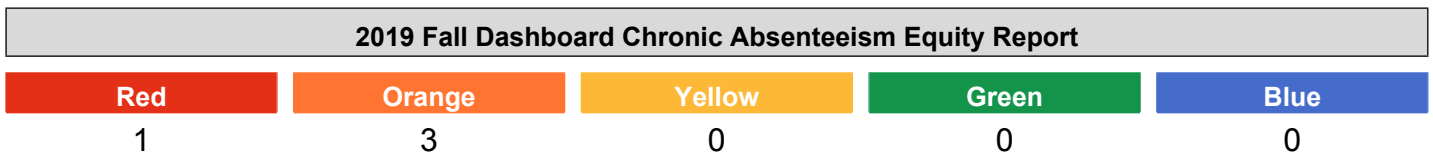
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.







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 13.9 Increased +1.2 251	<p><b>English Learners</b></p>  Orange 17.1 Increased +4.6 35	<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 Less than 11 Students - Data Not Displayed for Privacy 3	<p><b>Socioeconomically Disadvantaged</b></p>  Red 18.3 Increased Significantly +3.3 153	<p><b>Students with Disabilities</b></p>  No Performance Color 34.5 Increased +6.5 29

**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

## Academic Engagement Graduation Rate Additional Report

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

2021 Graduation Rate by Student Group				
Student Group	Number of Students in the Graduation Rate	Number of Graduates	Number of Fifth Year Graduates	Graduation Rate
All Students				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students with Disabilities				
African American				
American Indian or Alaska Native				
Asian				
Filipino				
Hispanic				
Native Hawaiian or Pacific Islander				
White				
Two or More Races				

Conclusions based on this data:

- 1.

# School and Student Performance Data

## Conditions & Climate Suspension Rate

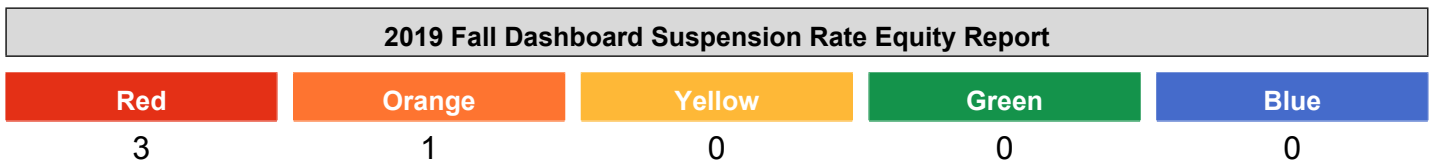
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.






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>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 <div style="background-color: #e0e0e0; padding: 2px; text-align: center;">12.7</div> Increased +7.1 110	 No Performance Color Less than 11 Students - Data 9	<div style="background-color: #e0e0e0; height: 100px;"></div>	 Orange <div style="background-color: #e0e0e0; padding: 2px; text-align: center;">10.8</div> 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
	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

Students will learn their grade level Common Core, Next Generation Science and English Language Development Standards and stay on track to graduate are college and career ready.

## Goal 1

Teachers across the curriculum will use best teaching practices to each state standards, include varying levels of rigor, and increase average writing scores on a school-wide writing prompt from 2 to 2.5 for organization, 1.7 to 2.2 for evidence/elaboration, and 1.5 to 1.7 for Conventions using the CAASPP rubric.

## Identified Need

### Strategy:

An analysis of Riverview's SBAC and MAP scores, school-wide writing prompt, and classroom work shows that Riverview students need to improve their writing skills. In Fall 2021, a school-wide writing prompt showed that students need support in the area of organization and evidence/elaboration. Instruction in these areas will improve writing across the curriculum as students use writing in each of their classes.

Riverview will continue our ongoing professional development with Sacramento County Office of Education for teachers in the areas of writing, rigor, and other areas that the team identifies throughout the year during collaboration. During staff meetings, we will review and analyze data throughout the year to identify areas of need.

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

The SBAC test results, NWEA MAP test results, school-wide writing prompt scores, 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.

### 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)

6984

#### Source(s)

Lottery: Unrestricted  
4000-4999: Books And Supplies  
classroom and office supplies

4295

Discretionary  
4000-4999: Books And Supplies  
classroom and office supplies

2506

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

#### School-wide Writing Analysis

#### Task:

Administer and score school-wide writing prompt mid-year using the CAASSP Interim Assessment writing prompts and scoring rubric.

Measures:

Use the CAASPP Writing Rubrics to score writing prompts. Analyze results to identify areas of growth and areas of need.

People Assigned:

Principal, Teachers, SCOE Support 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)

Source(s)

### **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

Technology Advancements

Task: Maintain 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 to maintain 1:1 chromebook inventory.

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)

3500

Discretionary  
4000-4999: Books And Supplies  
Chromebooks and Teacher Technology



2500

Lottery: Unrestricted  
4000-4999: Books And Supplies  
Chromebooks and Teacher Technology

## 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

Library Service Agreement

#### Task:

Use Companion software, a subscription needs to be update annually. This enables staff to check out books, textbooks, and chromebooks to students and track inventory.

#### Measures:

Companion software will be used to monitor and catalog library books, textbooks, and chromebooks.

#### People Assigned:

Teachers, 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  
Service Agreement

## 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

Library Books

#### Task:

Books will be purchases to replace worn-out and lost books, complete book series, and stock library with up-to-date texts. Books will also be purchases to replenish classroom reading libraries.

#### Measures:

The Principal and teachers will purchase the books based on a analysis of existing books, new publication available, and books that need to be replaced.

People Assigned:  
Principal, Office Assistant, 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)

500

Source(s)

Discretionary  
4000-4999: Books And Supplies  
Library Books

### 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

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 English Language Arts and Special Education 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)

3150

Source(s)

District Funded  
5000-5999: Services And Other Operating  
Expenditures  
No Red Ink yearly service

### 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

#### Instructional Rounds for Teacher Observations

**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:**

Attendance at trainings; implementation of strategies as evidence during walk-throughs and instructional rounds.

**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)**

1300

**Source(s)**

Lottery: Unrestricted  
1000-1999: Certificated Personnel Salaries  
Subs or paid prep time for teachers to do instructional rounds

### 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

#### Site license for Teachers Pay Teachers

**Task:** Purchase a site-wide license for Teachers Pay Teachers, which will allow teachers to supplement their lesson with creative, hands-on learning opportunities for their students.

**Measures:**

Increased assignment completion

Increased content comprehension as recorded by grades and MAP Scores

Decreased off task behaviors as recorded by office referrals.

**People Assigned:**

Principal, Office Assistant, 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)
1200	District Funded 5000-5999: Services And Other Operating Expenditures Site license for Teacher Pay Teachers
800	District Funded 5000-5999: Services And Other Operating Expenditures Site license for Teacher Pay Teachers

**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**

Copier Services Agreements

Task:  
Keep track of when service agreements are due and the cost of continuing the maintenance of the copiers.

Measures:  
Copiers will be in good working condition for all staff to use throughout the school year.

People Assigned:  
Principal, Secretary, 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)
2250	Discretionary 5000-5999: Services And Other Operating Expenditures Service and Maintenance Agreements

# 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

Implementation of State Standards

## Goal 2

Provide supports for students to mitigate learning loss from the pandemic shutdown and to close the achievement gap. In English Language Arts, 70% of students will score at or above grade level and in Math, 50% will score at or above grade level on our Spring 2023 NWEA MAP test.

## Identified Need

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

The Spring NWEA MAP test results for the incoming 7th and 8th graders for the last 2 years.

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

Analyze NWEA MAP in the Fall and Winter for: 1) number of students scoring at or above grade level in ELA and math; 2) Students who are close to grade level and strategies to raise their scores; 3) Areas of improvement for students as a whole and particularly for students who are scoring below grade level.

Strategy:

During staff meetings, analysis scores to identify areas of strength and improvement. Disaggregate data to look at sub-groups.

Support ongoing professional development for all staff. 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**

Assisted Targeted Supports and Interventions (ATSI) process with Sacramento County Office of Education

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 continue to meet throughout the year as part of a Assisted Targeted Supports and Interventions (ATSI) process. During this process, team members will gather and analyze data, formulate a plan to improve student achievement, and participate in professional development.

**Measures:**

MAP, SBAC, and School-wide writing prompt scores.

**People Assigned:**

Principal, Teachers, SCOE 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)

Source(s)

**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.

**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)
600	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)	Source(s)
0	District Funded

5800: Professional/Consulting Services And  
Operating Expenditures  
GLAD Training

#### **Strategy/Activity 4**

##### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Students performing below grade level

##### Strategy/Activity

Support Groups and After School Tutoring

Task: To support struggling students, Riverview teachers will review academic scores 7 times throughout the year (after each progress report and report card period). Teachers will identify students who needs supports and, working with our Paws-itivity Committee, match students with available supports, such as after school tutoring and academic/behavior support groups.

Measures:

MAP, SBAC, Writing Prompt scores; class grades and GPAs

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)

6000

Source(s)

District Funded  
1000-1999: Certificated Personnel Salaries  
Homework Club Staffing

#### **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

Test Chats

Task:

Before Winter and Spring MAP tests and SBAC testing, ELA and Math teachers will be given release time to conduct 'test chats' to go over students progress on previous tests.

Measures:

Each student will participate in a test chat and receive reports on their MAP progress.



People Assigned:  
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)

1500

Source(s)

Discretionary  
1000-1999: Certificated Personnel Salaries  
sub and/or extra pay for prep time for teachers  
to meet with students

**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

On-line Supplemental Programs

Task:

Students will iXL in ELA and Math classes to reinforce skills, bring struggling students to grade level, and extend learning. In the Study Skills and Special Day Classes, students will use Read Naturally and NewsELA to improve reading fluency, reading comprehension, and writing skills.

Measures:

MAP scores; classroom assignments; program reports showing student progress.

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)

Source(s)

District Funded  
5000-5999: Services And Other Operating  
Expenditures  
On-line programs

**Strategy/Activity 7**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

## At-Risk Students

### Strategy/Activity

#### Panther Pride Groups

##### Task:

With teacher input, we will strategically place students with similar needs into groups, or prides, to meet with a staff member weekly to discuss academic, behavioral, and social-emotional progress. Students will create goals in their groups and reflect on their goals at each meeting. Groups will be dynamic and staff will meet periodically to consider placements. Snacks, prizes, and rewards will be given to students how participate to increase motivation and incentive.

##### Measures:

Increased assignment completion

Increased GPAs

Fewer classroom problems due to assignment/work, mental health/stress, and behavior

##### People Assigned:

Principal and Staff, if interested

### 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)
2500	Discretionary 1000-1999: Certificated Personnel Salaries Extra pay for Teachers
1200	Discretionary 4000-4999: Books And Supplies Snacks and Incentives for Panther Pride Groups
800	Site Supplemental & Concentration 4000-4999: Books And Supplies Snacks and Incentives for Panther Pride Groups

# 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 3

Provide opportunities for parents to be involved in their students' academic and social success at school and bring the level of parent interactions to pre-pandemic level of 59% of parents attending 1 or more school events throughout the year (2018-19 data)

## 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)

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. 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.

**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)

**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**

Communication with Families

**Task:**

Use Parent Square for communication with families through posts, private messages, texts, and phone calls. Examples of communications that will be sent include progress reports, report cards, newsletters, and information about immunizations, school safety, attendance and behavior reports. Send communication home through US mail as necessary.

**Measures:**

Usage and Contact reports from Parent Square

**People Assigned:**

All School 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

Source(s)

Discretionary  
5700-5799: Transfers Of Direct Costs  
Postage for direct mailings to families

### **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

Translation and Interpreter Services

Task:

In order to keep our Spanish-speaking families informed of school events, Home-school correspondence (outside of Parent Square which is automatically translated) will be translated and sent home in both English and Spanish. Interpreters will be provided at meetings.

People Assigned:

Principal and Spanish-speaking 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)

300

Source(s)

Site Supplemental & Concentration  
2000-2999: Classified Personnel Salaries  
translation and Interpreter services

### **Strategy/Activity 4**

#### **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 Nights

Task:

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. One night will be held each semester for the 2 Fall and 2 Spring AVID classes.

Measure:  
Sign in sheets

People Assigned:  
Principal and AVID 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)
400	Site Supplemental & Concentration 1000-1999: Certificated Personnel Salaries Teacher extra pay for AVID night and preparation
300	Site Supplemental & Concentration 4000-4999: Books And Supplies Supplies and prizes for AVID night

### 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

Bring Your Parent to Lunch Days

##### Task:

Once a month Riverview will host Bring Your Parent to Lunch, where parents will be allowed to join their child at Riverview to have lunch with them. The Parent Teacher Club will provide prizes and treats.

##### Measures:

A tally of parents participating will be captured at each event.

##### People Assigned:

Principal and Parent Teacher Club

### 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 4

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. We will increase positive office referrals by 10% and decrease negative office referrals by 10%.

## Identified Need

This year, Riverview gave 'paws-itive' office referrals to students who were making good choices. Each month our Paws-itivity Committee tracked the positive and negative office referrals by grade, type, student and teacher. Through April of this year, Riverview staff gave 529 'paws-itive' office referrals and 206 negative referrals. Next year, we will increase our 'paws-itive' referrals by 10% and decrease our negative referrals by 10%.

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.

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)

300.00

Discretionary  
4000-4999: Books And Supplies  
Snacks, prizes, and rewards for honor roll and good attendance

181

Site Supplemental & Concentration  
4000-4999: Books And Supplies  
Snacks, prizes, and rewards for honor roll and good attendance

419

Lottery: Unrestricted  
4000-4999: Books And Supplies  
Snacks, prizes, and rewards for honor roll and good attendance

### 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. Each staff member will invite a student and that student will bring a friend to a monthly lunch.

### Measures:

Track students who are invited and the staff member that invited them.

### 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)

200

### Source(s)

Discretionary  
5700-5799: Transfers Of Direct Costs  
Cost of staff lunches

## Strategy/Activity 3

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Leadership Activities

### Strategy/Activity

Leadership class and 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 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)
600	Site Supplemental & Concentration 5800: Professional/Consulting Services And Operating Expenditures CADA Leadership Conference
900	Discretionary 5800: Professional/Consulting Services And Operating Expenditures CADA Leadership Conference
306	Discretionary 1000-1999: Certificated Personnel Salaries Sub to cover for Leadership teacher while at CADA Conference
204	Site Supplemental & Concentration 1000-1999: Certificated Personnel Salaries Sub to cover for Leadership teacher while at CADA Conference
160	Site Supplemental & Concentration 4000-4999: Books And Supplies Supplies for rallies, spirit week, and other activities
240	Lottery: Unrestricted 4000-4999: Books And Supplies Supplies for rallies, spirit week, and other activities

## 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)	Source(s)
2719	Discretionary 5000-5999: Services And Other 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. Organize fun activities throughout the year to boost school spirit such as rallies, spirit weeks, house competitions, and weekly Bingo game with prizes for students and adults.

#### Measures:

Increase in paws-itive office referrals. 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)
1500	Discretionary 4000-4999: Books And Supplies House Celebration and PBIS rewards and prizes
1000	Site Supplemental & Concentration 4000-4999: Books And Supplies House Celebration and PBIS rewards and prizes

## 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**

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, 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)**

4000

**Source(s)**

Lottery: Unrestricted  
1000-1999: Certificated Personnel Salaries  
Coaches' stipend

1000

Discretionary  
1000-1999: Certificated Personnel Salaries  
Subs to cover for coaches 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)

### **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

Social-Emotional Health

#### Task:

Riverview students will continue to receive counseling services from Rio Vista Care and will also be served by Riverview's new part time counselor. Staff the wellness center so students have a place to rest and re-charge when necessary.

#### Measures:

Negative office referrals and discipline will decrease. Students will report positive mental health on surveys and through staff interactions. Counselors will maintain data on referrals and wellness center will maintain records on visits.

#### People Assigned:

Principal, Counselor, Rio Vista Care, 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 9**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Substitute for Secretary and Office Assistant

Task: To ensure the office is running smoothly and student and families needs are met, we will staff the office with substitutes when our secretary or office assistant are out.

**Measures:**

Office procedures will continue as normal.

**People Assigned:**

Principal and office 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)

350

Lottery: Unrestricted  
1000-1999: Certificated Personnel Salaries  
Secretary and Office Assistant Substitute

**Strategy/Activity 10**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

**Strategy/Activity**

School-wide Lessons on Tolerance

**Task:**

Students will attend a virtual field trip with the Museum of Tolerance on their program, Combat Hate. Students will attend the program in small groups of 25-30.

**Measure:**

Student behavior and tolerance will improve according to office referrals and anecdotal evidence from staff.

**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)

1080

Discretionary  
5800: Professional/Consulting Services And  
Operating Expenditures  
Virtual Field Trip - Combat Hate

720

Site Supplemental & Concentration  
5800: Professional/Consulting Services And  
Operating Expenditures  
Virtual Field Trip - Combat Hate

# 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

## LEA/LCAP Goal

## Goal 5

## Identified Need

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/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.



# 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

## LEA/LCAP Goal

## Goal 6

## Identified Need

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/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.

# 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

## LEA/LCAP Goal

## Goal 7

## Identified Need

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/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.

# 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

## LEA/LCAP Goal

## Goal 8

## Identified Need

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/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.

# 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

## LEA/LCAP Goal

## Goal 9

## Identified Need

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/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.

# 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

## LEA/LCAP Goal

## Goal 10

## Identified Need

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/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.

# 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

## LEA/LCAP Goal

## Goal 11

## Identified Need

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/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.

# 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	\$60,784.00

## 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	\$25,050.00
District Funded	\$11,150.00
Lottery: Unrestricted	\$15,793.00
Site Supplemental & Concentration	\$8,791.00

Subtotal of state or local funds included for this school: \$60,784.00

Total of federal, state, and/or local funds for this school: \$60,784.00

# 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	25,050.00
District Funded	11,150.00
Lottery: Unrestricted	15,793.00
Site Supplemental & Concentration	8,791.00

## Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	18,580.00
2000-2999: Classified Personnel Salaries	300.00
4000-4999: Books And Supplies	26,385.00
5000-5999: Services And Other Operating Expenditures	10,919.00
5700-5799: Transfers Of Direct Costs	700.00
5800: Professional/Consulting Services And Operating Expenditures	3,900.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
1000-1999: Certificated Personnel Salaries	Discretionary	5,306.00
4000-4999: Books And Supplies	Discretionary	11,295.00
5000-5999: Services And Other Operating Expenditures	Discretionary	5,769.00
5700-5799: Transfers Of Direct Costs	Discretionary	700.00



5800: Professional/Consulting Services And Operating Expenditures	Discretionary	1,980.00
1000-1999: Certificated Personnel Salaries	District Funded	6,000.00
5000-5999: Services And Other Operating Expenditures	District Funded	5,150.00
5800: Professional/Consulting Services And Operating Expenditures	District Funded	0.00
1000-1999: Certificated Personnel Salaries	Lottery: Unrestricted	5,650.00
4000-4999: Books And Supplies	Lottery: Unrestricted	10,143.00
1000-1999: Certificated Personnel Salaries	Site Supplemental & Concentration	1,624.00
2000-2999: Classified Personnel Salaries	Site Supplemental & Concentration	300.00
4000-4999: Books And Supplies	Site Supplemental & Concentration	4,947.00
5800: Professional/Consulting Services And Operating Expenditures	Site Supplemental & Concentration	1,920.00

## Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	29,785.00
Goal 2	13,620.00
Goal 3	1,500.00
Goal 4	15,879.00

# 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
- 3 Parent or Community Members
- 1 Secondary Students

Name of Members	Role
Emily Gollinger	Parent or Community Member
Sefia Rounds	Classroom Teacher
Rhina Recinos-Fortes	Parent or Community Member
Andrea Hagan	Classroom Teacher
Melissa Flaz	Parent or Community Member
Hope Cohn	Other School Staff
Marcy Rossi	Principal
Kelan Metzler-Pell	Secondary Student

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 .

Attested:

*Marcy Rossi*  
*Emily Gollinger*

Principal, Marcy Rossi on	5/26/22
SSC Chairperson, Emily Gollinger on	5/26/22

# 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: **2022-23**

# 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
River Delta High/Elementary (Alternative)	34674133430469	5/13/2022	6/07/2022

## 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

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.



# Table of Contents

- SPSA Title Page ..... 1
- Purpose and Description..... 1
- Table of Contents..... 2
- Comprehensive Needs Assessment Components ..... 4
  - Data Analysis ..... 4
  - Surveys ..... 4
  - Classroom Observations..... 4
  - Analysis of Current Instructional Program..... 4
- Stakeholder Involvement ..... 7
- Resource Inequities ..... 7
- School and Student Performance Data ..... 8
  - Student Enrollment..... 8
  - CAASPP Results..... 10
  - ELPAC Results ..... 14
  - Student Population ..... 16
  - Overall Performance ..... 17
  - Academic Performance ..... 18
  - Academic Engagement ..... 29
  - Conditions & Climate..... 32
- Goals, Strategies, & Proposed Expenditures..... 34
  - Goal 1..... 34
  - Goal 2..... 38
  - Goal 3..... 40
  - Goal 4..... 42
  - Goal 5..... 43
  - Goal 6..... 44
  - Goal 7..... 45
  - Goal 8..... 46
  - Goal 9..... 47
  - Goal 10..... 48
  - Goal 11..... 49
- Budget Summary ..... 50
  - Budget Summary ..... 50
  - Other Federal, State, and Local Funds ..... 50
- Budgeted Funds and Expenditures in this Plan ..... 51
  - Funds Budgeted to the School by Funding Source..... 51

Expenditures by Funding Source .....51

Expenditures by Budget Reference .....51

Expenditures by Budget Reference and Funding Source .....51

Expenditures by Goal .....52

School Site Council Membership .....53

Recommendations and Assurances .....54

Instructions.....55

    Instructions: Linked Table of Contents.....55

    Purpose and Description.....56

    Stakeholder Involvement.....56

    Resource Inequities .....56

Goals, Strategies, Expenditures, & Annual Review .....57

    Annual Review .....58

    Budget Summary .....59

    Appendix A: Plan Requirements .....61

    Appendix B:.....64

    Appendix C: Select State and Federal Programs .....66

# 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).

Each Spring River Delta USD conducts a survey through Panorama Education of staff, students, and family views of all schools in our district. The survey includes components of academics, school culture, and safety. River Delta High/Elementary staff meets weekly to discuss student progress and upcoming activities. This year, we created a school site council that met twice in the spring of 2022.

## Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Mrs. Rossi, the principal, conducted 3 formal observations of the new teacher in accordance with the RDUTA contract. Mrs. Rossi made frequent visits to the other classroom, which is located on Riverview's campus.

## 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)

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

## Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

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

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

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

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

## Teaching and Learning

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

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

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

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

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

## **Opportunity and Equal Educational Access**

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

Evidence-based educational practices to raise student achievement

## **Parental Engagement**

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

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)

## Funding

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

Fiscal support (EPC)

# 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

This year, we created a RDHES School Site Council for the first time. The council met twice in the spring semester on Friday, March 11, and Friday, May 13 via zoom. The council is made up the 2 RDHES teachers, the RDHES Principal, the RDHES secretary, two RDHES parents, and an RDHES student. In both meetings we reviewed the SPSA and discussed changes and additions we would like to make for the 2022-23 school year. The plan was approved at the May 13, 2022 meeting.

## 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 Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	18-19	19-20	20-21
Grade 7			2
Grade 8	1	3	1
Grade 9		1	
Grade 10	3		2
Grade 11	6	3	2
Grade 12	8	2	4
<b>Total Enrollment</b>	<b>18</b>	<b>9</b>	<b>11</b>

Conclusions based on this data:

1.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	18-19	19-20	20-21	18-19	19-20	20-21
English Learners	0			0.0%	0.0%	
Fluent English Proficient (FEP)	1	0		5.6%	0.0%	
Reclassified Fluent English Proficient (RFEP)	0	0		0.0%	0.0%	

Conclusions based on this data:

1.



# 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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 4			*			0			0			
Grade 6		*	*		*	0		*	0			
Grade 7		*	4		*	0		*	0			0.0
Grade 8		*	*		*	0		*	0			
Grade 11	*	10	*	*	7	0	*	7	0		70	
All Grades	*	13	9	*	10	0	*	10	0		76.9	0.0

The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6		*			*			*			*			*	
Grade 7		*			*			*			*			*	
Grade 8		*			*			*			*			*	
Grade 11	*	*		*	*		*	*		*	*		*	*	
All Grades	N/A	N/A	N/A	*	*		*	*		*	*		*	*	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6		*			*			*	
Grade 7		*			*			*	
Grade 8		*			*			*	
Grade 11	*	*		*	*		*	*	
All Grades	*	*		*	*		*	*	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6		*			*			*	
Grade 7		*			*			*	
Grade 8		*			*			*	
Grade 11	*	*		*	*		*	*	
All Grades	*	*		*	*		*	*	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6		*			*			*	
Grade 7		*			*			*	
Grade 8		*			*			*	
Grade 11	*	*		*	*		*	*	
All Grades	*	*		*	*		*	*	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6		*			*			*	
Grade 7		*			*			*	
Grade 8		*			*			*	
Grade 11	*	*		*	*		*	*	
All Grades	*	*		*	*		*	*	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**Conclusions based on this data:**

1. RDEHS population is too small to have reported 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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 4			*			0			0			
Grade 6		*	*		*	0		*	0			
Grade 7		*	4		*	0		*	0			0.0
Grade 8		*	*		*	0		*	0			
Grade 11	*	10	*	*	7	0	*	7	0		70	
All Grades	*	13	9	*	10	0	*	10	0		76.9	0.0

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6		*			*			*			*			*	
Grade 7		*			*			*			*			*	
Grade 8		*			*			*			*			*	
Grade 11	*	*		*	*		*	*		*	*		*	*	
All Grades	N/A	N/A	N/A	*	*		*	*		*	*		*	*	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6		*			*			*	
Grade 7		*			*			*	
Grade 8		*			*			*	
Grade 11	*	*		*	*		*	*	
All Grades	*	*		*	*		*	*	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6		*			*			*	
Grade 7		*			*			*	
Grade 8		*			*			*	
Grade 11	*	*		*	*		*	*	
All Grades	*	*		*	*		*	*	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6		*			*			*	
Grade 7		*			*			*	
Grade 8		*			*			*	
Grade 11	*	*		*	*		*	*	
All Grades	*	*		*	*		*	*	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**Conclusions based on this data:**

1. RDEHS population is too small to have reported 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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**Conclusions based on this data:**

1. No student took the ELPAC.

# School and Student Performance Data

## Student Population

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

This section provides information about the school's student population.

2020-21 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
<b>11</b>	<b>54.5</b>	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.
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.		

2019-20 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners		
Foster Youth		
Homeless		
Socioeconomically Disadvantaged	6	54.5
Students with Disabilities	1	9.1

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic	4	36.4
Two or More Races	1	9.1
Native Hawaiian or Pacific Islander		
White	6	54.5

### Conclusions based on this data:

1. The majority of RDEHS students are from socioeconomically disadvantaged households.







# School and Student Performance Data

## Overall Performance

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

### 2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<b>English Language Arts</b>  No Performance Color	<b>Graduation Rate</b>  No Performance Color	<b>Suspension Rate</b>  No Performance Color
<b>Mathematics</b>  No Performance Color	<b>Chronic Absenteeism</b>  No Performance Color	
<b>College/Career</b>  No Performance Color		

#### Conclusions based on this data:

1. RDEHS population is too small to report out this information.



# School and Student Performance Data

## Academic Performance English Language Arts

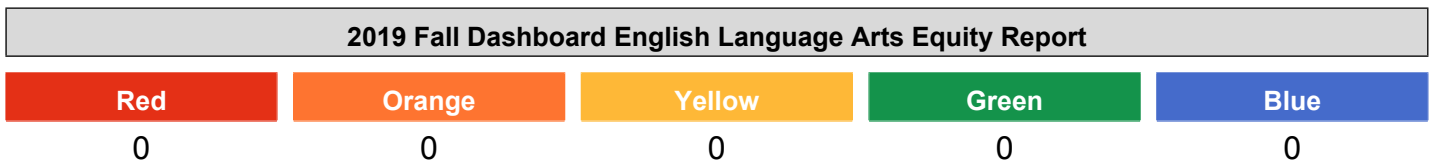
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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>No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4</p>	<p><b>English Learners</b></p> <p>No Performance Color 0 Students</p>	<p><b>Foster Youth</b></p> <p>No Performance Color 0 Students</p>
<p><b>Homeless</b></p> <p>No Performance Color 0 Students</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1</p>

**2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity**

<b>African American</b>	<b>American Indian</b>	<b>Asian</b>	<b>Filipino</b>
 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color 0 Students
<b>Hispanic</b>	<b>Two or More Races</b>	<b>Pacific Islander</b>	<b>White</b>
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2

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**

<b>Current English Learner</b>	<b>Reclassified English Learners</b>	<b>English Only</b>
0 Students	0 Students	Less than 11 Students - Data Not Displayed for Privacy 4

**Conclusions based on this data:**

1. RDEHS's population is too small to report data in this area.

# School and Student Performance Data

## Academic Performance Mathematics

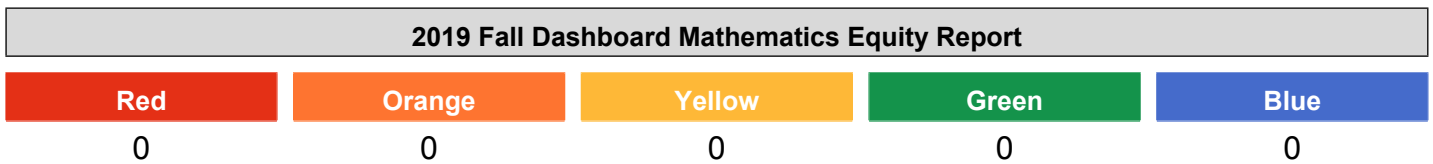
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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		
<b>All Students</b>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	<b>English Learners</b>	<b>Foster Youth</b>
<b>Homeless</b>	<b>Socioeconomically Disadvantaged</b>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3	<b>Students with Disabilities</b>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1

**2019 Fall Dashboard Mathematics Performance by Race/Ethnicity**

<b>African American</b>	<b>American Indian</b>	<b>Asian</b>	<b>Filipino</b>
<b>Hispanic</b>	<b>Two or More Races</b>	<b>Pacific Islander</b>	<b>White</b>
 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 2

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**

<b>Current English Learner</b>	<b>Reclassified English Learners</b>	<b>English Only</b>
		Less than 11 Students - Data Not Displayed for Privacy 4

**Conclusions based on this data:**

1. RDEHS's population is too small to report data in this area.

# School and Student Performance Data

## Academic Performance English Learner Progress

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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

English Learner Progress
making progress towards English language proficiency
Number of EL Students:
Performance Level:

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

<b>Decreased One ELPI Level</b>	<b>Maintained ELPI Level 1, 2L, 2H, 3L, or 3H</b>	<b>Maintained ELPI Level 4</b>	<b>Progressed At Least One ELPI Level</b>
-------------------------------------	---	------------------------------------	---

#### Conclusions based on this data:

1. No RDEHS students took the ELPAC.

# School and Student Performance Data

## Academic Performance College/Career Measures Only Report

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

<b>Number and Percentage of Students in the Combined Graduation Rate and/or Dashboard Alternative School Status (DASS) Graduation Rate by Student Group</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>	5	100
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>	2	40
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>	3	60
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>	4	80
<b>Students with Disabilities</b>	1	20
<b>Foster Youth</b>		
<b>Homeless</b>		

**Advanced Placement Exams – Number and Percentage of Four-Year Graduation Rate Cohort Students**

Student Group	Cohort Totals	Cohort Percent
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the four-year graduation rate cohort by student group who scored 3 or higher on at least two Advanced Placement exams.

**International Baccalaureate Exams – Number and Percentage of Four-Year Graduation Rate Cohort**

Student Group	Cohort Totals	Cohort Percent
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the four-year graduation rate cohort by student group who scored 4 or higher on at least two International Baccalaureate Exams.

<b>Completed at Least One Career Technical Education (CTE) Pathway – Number and Percentage of All Students</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

<b>Completed a-g Requirements – Number and Percentage of All Students</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the University of California (UC) or California State University (CSU) a-g criteria with a grade of C or better (or Pass).



<b>Completed a-g Requirements AND at Least One CTE Pathway – Number and Percentage of All Students</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the UC or CSU a-g criteria with a grade of C or better (or Pass) AND completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

<b>Completed College Credit Courses – Number and Percentage of All Student Students Completing One Semester, Two Quarters, or Two Trimesters of College Credit Courses</b>		
<b>Student Group</b>	<b>Number of Students</b>	<b>Percent of Students</b>
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

**Completed College Credit Courses – Number and Percentage of All Student  
Students Completing Two Semesters, Three Quarters, or Three Trimesters of College Credit Courses**

Student Group	Number of Students	Percent of Students
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

**Earned the State Seal of Biliteracy – Number and Percentage of All Students**

Student Group	Cohort Totals	Cohort Percent
<b>All Students</b>		
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>		
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>		
<b>Two or More Races</b>		
<b>English Learners</b>		
<b>Socioeconomically Disadvantaged</b>		
<b>Students with Disabilities</b>		
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who earned the State Seal of Biliteracy.

**Conclusions based on this data:**

1. RDEHS's population is too small to report data in this area.

# School and Student Performance Data

## Academic Engagement Chronic Absenteeism

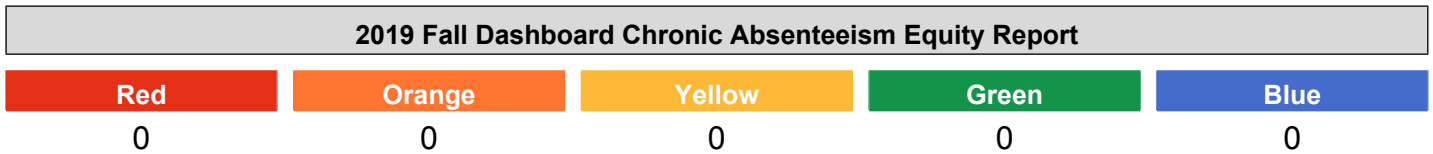
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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>No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3</p>	<p><b>English Learners</b></p> <p>No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0</p>	<p><b>Foster Youth</b></p> <p>No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0</p>
<p><b>Homeless</b></p> <p>No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0</p>

**2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**

African American	American Indian	Asian	Filipino
<p align="center"></p> <p align="center">No Performance Color</p> <p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">0</p>	<p align="center"></p> <p align="center">No Performance Color</p> <p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">0</p>	<p align="center"></p> <p align="center">No Performance Color</p> <p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">0</p>	<p align="center"></p> <p align="center">No Performance Color</p> <p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">0</p>
Hispanic	Two or More Races	Pacific Islander	White
<p align="center"></p> <p align="center">No Performance Color</p> <p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">1</p>	<p align="center"></p> <p align="center">No Performance Color</p> <p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">1</p>	<p align="center"></p> <p align="center">No Performance Color</p> <p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">0</p>	<p align="center"></p> <p align="center">No Performance Color</p> <p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">1</p>

**Conclusions based on this data:**

1. RDEHS's population is too small to report data in this area.

# School and Student Performance Data

## Academic Engagement Graduation Rate Additional Report

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

2021 Graduation Rate by Student Group				
Student Group	Number of Students in the Graduation Rate	Number of Graduates	Number of Fifth Year Graduates	Graduation Rate
All Students	5		0	
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged	4		0	
Students with Disabilities	1		0	
African American				
American Indian or Alaska Native				
Asian				
Filipino				
Hispanic	2		0	
Native Hawaiian or Pacific Islander				
White	3		0	
Two or More Races				

### Conclusions based on this data:

1. RDEHS's population is too small to report data in this area.

# School and Student Performance Data

## Conditions & Climate Suspension Rate

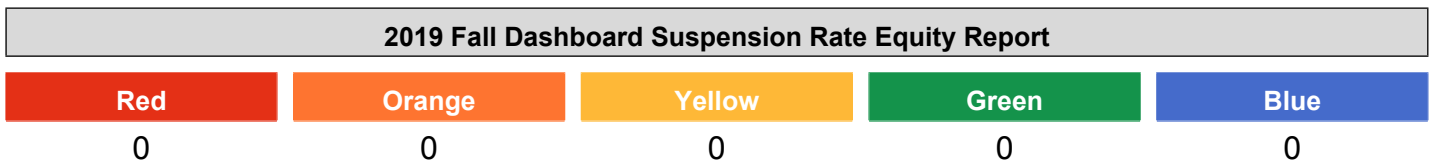
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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>No Performance Color</p> <p>0</p> <p>Maintained 0</p> <p>29</p>	<p><b>English Learners</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not</p> <p>1</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>1</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>No Performance Color</p> <p>0</p> <p>Maintained 0</p> <p>17</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not</p> <p>4</p>

**2019 Fall Dashboard Suspension Rate by Race/Ethnicity**

<b>African American</b>	<b>American Indian</b>	<b>Asian</b>	<b>Filipino</b>
	 No Performance Color Less than 11 Students - Data 1		
<b>Hispanic</b>	<b>Two or More Races</b>	<b>Pacific Islander</b>	<b>White</b>
 No Performance Color Less than 11 Students - Data 6	 No Performance Color Less than 11 Students - Data 3		 No Performance Color 0 Maintained 0 19

This section provides a view of the percentage of students who were suspended.

**2019 Fall Dashboard Suspension Rate by Year**

<b>2017</b>	<b>2018</b>	<b>2019</b>
	0	0

**Conclusions based on this data:**

1. There were no suspensions at RDEHS.



# 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 graduate college and career ready.

## Goal 1

RDEHS teachers will implement Common Core standards.

## Identified Need

In the first semester of the 2021-22 school year, 61% of grades received by River Delta H/E Students were a C or better. Among RD High School students the rate was 63% and among RD Elementary students, the rate was 52%. For the 2022-23 school year, we will have a goal of raising the number C or better grades at both River Delta High and River Delta Elementary by 10%. This will be the equivalent of 5 more grades of C or better grades per semester in high school and 2 or more grades of a C or better in elementary.

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

Teachers will individualize students' Odysseyware program to meet their individual educational needs. Teachers will identify areas of need for each students and provide instruction on-line and in person to ensure those gaps are being filled. Teachers will differentiate instruction as needed, adjusting subject matter, but not rigor. Supplemental materials will be purchased as needed.

### 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)

1950

#### Source(s)

Discretionary  
4000-4999: Books And Supplies  
Classroom Supplies

707	Site Supplemental & Concentration 4000-4999: Books And Supplies Classroom Supplies
1215	Lottery: Unrestricted 4000-4999: Books And Supplies Classroom 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

Students, staff, and families will work together to choose the instructional model that best supports the students' needs. The model may be online, in-person, or a combination of the two.

**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)

All students, especially high school students

Strategy/Activity

Continue RDHS's goal of zero dropouts and 100% graduation or transfer to Adult Education.

**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 4**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

RDHES teachers will join Riverview Middle School teachers for staff development in the areas of effective instructional strategies and making sure students are meeting state standards. Examples of this PD include AVID note taking and inquiry methods, Number Talks, and GLAD strategies.

**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 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

RDHES teachers will attend professional development outside of RDUSD in areas to help with direction instruction of students in an alternative setting, such as Odysseyware curriculum.

**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)

600	Discretionary 5800: Professional/Consulting Services And Operating Expenditures Odysseyware Training
-----	--

400	Discretionary 5800: Professional/Consulting Services And Operating Expenditures Odysseyware Training
-----	--

**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

Maintain chromebooks or desktop computers for students to use in the classroom, as well as chromebooks that are available for students to check out for use at home.

**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)

2000	Discretionary 4000-4999: Books And Supplies Student Chromebooks
------	---

2000

Lottery: Unrestricted  
4000-4999: Books And Supplies  
Student Chromebooks

# 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 2

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

## Identified Need

Home school communication is critical in all schools, but especially alternative education settings. Each student has unique needs that need to be considered for that student to be successful. RDEHS will make communication with parent and student a 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 Students

### Strategy/Activity

RDEHS teachers will communicate regularly with parents regarding their child's academic progress. Teachers will email and call parents and students weekly or more often if necessary.

### 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)

All Students

### Strategy/Activity

To improve communication with families, RDEHS will mail home report cards and other necessary educational paperwork.

**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

Site Supplemental & Concentration  
5700-5799: Transfers Of Direct Costs  
Mailings to parents (report cards, progress reports, etc.)

**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

Set up and recruit parents to serve on School Site Council. Hold quarterly School Site Council meetings.

**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 3

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

## Identified Need

Students in alternative settings often feel disconnected from school. In order to help students feel connected, RDEHS will engage in activities to help students feel more comfortable at school.

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

Have monthly "Fun Fridays" (or another day of the week) with a BBQ or pizza lunch and games and prizes for the students. Set a goal for 30% of the students to attend the lunches each week.

### 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)

250

#### Source(s)

Discretionary  
5700-5799: Transfers Of Direct Costs  
Food Services - Lunches for Monthly Celebrations

300

Discretionary  
4000-4999: Books And Supplies  
Rewards and Prizes for Monthly Celebrations

200

Lottery: Unrestricted

4000-4999: Books And Supplies  
Rewards and Prizes for Monthly Celebrations



# 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

## LEA/LCAP Goal

## Goal 4

## Identified Need

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/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.

# 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

## LEA/LCAP Goal

## Goal 5

## Identified Need

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/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.

# 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

## LEA/LCAP Goal

## Goal 6

## Identified Need

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/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.

# 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

## LEA/LCAP Goal

## Goal 7

## Identified Need

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/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.

# 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

## LEA/LCAP Goal

## Goal 8

## Identified Need

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/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.

# 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

## LEA/LCAP Goal

## Goal 9

## Identified Need

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/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.

# 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

## LEA/LCAP Goal

## Goal 10

## Identified Need

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/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.

# 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

## LEA/LCAP Goal

## Goal 11

## Identified Need

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/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.



# 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	\$9,722.00

## 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	\$5,500.00
Lottery: Unrestricted	\$3,415.00
Site Supplemental & Concentration	\$807.00

Subtotal of state or local funds included for this school: \$9,722.00

Total of federal, state, and/or local funds for this school: \$9,722.00

# 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	5,500.00
Lottery: Unrestricted	3,415.00
Site Supplemental & Concentration	807.00

## Expenditures by Budget Reference

Budget Reference	Amount
4000-4999: Books And Supplies	8,372.00
5700-5799: Transfers Of Direct Costs	350.00
5800: Professional/Consulting Services And Operating Expenditures	1,000.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
4000-4999: Books And Supplies	Discretionary	4,250.00
5700-5799: Transfers Of Direct Costs	Discretionary	250.00
5800: Professional/Consulting Services And Operating Expenditures	Discretionary	1,000.00
4000-4999: Books And Supplies	Lottery: Unrestricted	3,415.00
4000-4999: Books And Supplies	Site Supplemental & Concentration	707.00
5700-5799: Transfers Of Direct Costs	Site Supplemental & Concentration	100.00

# Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	8,872.00
Goal 2	100.00
Goal 3	750.00

# 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:

Marcy Rossi School Principal

Janet Spangler Classroom Teachers

Susie Delaros Other School Staff

Veronica Ortiz Parent or Community Members

Valerie Rodriguez Secondary Students

Name of Members	Role
Jennifer Loscotoff	Classroom Teacher
Audra Cheverria	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 May 13, 2022.

Attested:



Principal, Marcy Rossi on	<i>Marcy Rossi</i> 5/13/22
SSC Chairperson, Jennifer Loscotoff on	5.13.22

# 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: 2022-23



# 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
Rio Vista High School	34674134835302	May 11, 2022	June 14, 2022

## 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

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 purpose of the Rio Vista High School Single Plan for School Achievement is to provide a school program, with comprehensive support and improvement.

# Table of Contents

SPSA Title Page .....	1
Purpose and Description.....	1
Table of Contents.....	3
Comprehensive Needs Assessment Components .....	5
Data Analysis .....	5
Surveys .....	5
Classroom Observations.....	5
Analysis of Current Instructional Program.....	5
Stakeholder Involvement .....	9
Resource Inequities .....	9
School and Student Performance Data .....	10
Student Enrollment.....	10
CAASPP Results.....	12
ELPAC Results .....	16
Student Population.....	19
Overall Performance .....	21
Academic Performance.....	22
Academic Engagement.....	33
Conditions & Climate.....	35
Goals, Strategies, & Proposed Expenditures.....	37
Goal 1.....	37
Goal 2.....	42
Goal 3.....	47
Goal 4.....	50
Goal 5.....	54
Budget Summary .....	60
Budget Summary .....	60
Other Federal, State, and Local Funds .....	60
Budgeted Funds and Expenditures in this Plan.....	61
Funds Budgeted to the School by Funding Source.....	61
Expenditures by Funding Source .....	61
Expenditures by Budget Reference .....	61
Expenditures by Budget Reference and Funding Source .....	61
Expenditures by Goal.....	61
School Site Council Membership .....	63
Recommendations and Assurances .....	64



# 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).

The River Delta conducted a culture and climate survey in the spring of 2022. Results were not available at this time. Additionally, a survey was conducted for staff, students and parents for the WASC visitation in the spring of 2020. The results were largely positive.

## Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The River Delta USD has focused their classroom observations on Academic Conversation. Both teachers and administrators have viewed models of academic conversations and have been trained on the content and observation tool. Administrators use a common Academic Conversation tool in evaluating teachers. Administrators have teamed up and observed fellow schools sharing their observations with the site administrator. In addition both the Chief Officer of Educational Services and the Superintendent participate in bi-yearly walk throughs and share their observation with site administrator.

## 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)

School staff and administration monitor the impact of the WASC Action Plan on student achievement at Rio Vista High School using state and local assessments. A variety of data and teacher input is used to initially place and monitor student progress in English and Math intervention classes. Staff and students have transitioned to the English Language Proficiency Assessment of California (ELPAC) This data is an important component of our multiple measures and the test is evolving and a new tool was initiated in 2018-19. English learners are assessed at entry and annually to ascertain their growth in English language acquisition, and their placement in any needed academic interventions. The staff analyzes ELPAC data annually to ascertain the degree to which Rio Vista High School meets its target objectives for English learners. In addition all English Learners are assessed 3 times a year using MAP assessments. The ELL Director provides district-wide materials. RVHS 11th grade students participate in SBAC Testing and data has been made available to staff at the end of the end of each school year. SBAC testing was reinstated in the spring of 2022. Three times yearly all students are assessed with the Measures of Academic Progress test and all teachers have access to reports on line.

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

Curriculum embedded assessments and MAP data are analyzed in school wide monthly collaboration and department meetings. All students participated in the interim SBAC testing in the spring of 2019. Additionally, staff members are meeting in curricular areas to develop a mapping component. Subject area teachers have identified the 10 necessary skills needed to enter a grade level subject area and the 10 necessary skills needed to exit and enter the next grade level. Staff have identified the process as "10 in and 10 out".

## Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

21 staff members at Rio Vista High School are Highly Qualified Teachers and there are 2 teaching intern.

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

Professional Development for all teachers in ELA, Social Science, Science, and Math Common Core instructional strategies has been provided for and is ongoing for all staff.

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

The focus of staff development has been the implementation of Common Core Standards and Academic Conversations. Our district trainings have focused on strategies for grade level performance in language arts, reading, writing and mathematics. Beginning teachers are supported through the Beginning Teacher Support and Assessment (BTSA) program. BTSA at the county level provides staff development through training modules which are self-selected by the beginning teacher and pertains to academic or classroom focus areas. Site training is ongoing through staff meetings and workshops focusing on classroom strategies, standards-based student performance, State-adapted programs, and articulation between grades. We are currently developing a "Best Practices" model for our teachers. RVHS has begun on campus visitations. Teachers are encouraged to invite their peers in to observe their lessons,. This is a non evaluative tool designed to provide an Open Door Policy on campus.

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

District provides multiple resources to assist staff in instructional practices, ie: Common Core trainings, ELD training, GLAD training, AP training, and Academic Conversations observations and input.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Teacher collaboration by departments are held bi-monthly on early release days. The focus over past years has been identification of Academic Conversations within grade level subject standards and Best Practices for staff. Additionally there will be identification of learning loss and differentiated instruction to assist these students.

## Teaching and Learning

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

Teachers are aware of the content and performance standards and have been given time to formally align the Common Core standards so that they may analyze performance benchmarks that align with California Content Standards. The staff has put forth meaningful work in the area of alignment of the school's instructional program and overall goals with the School Wide Learner Outcomes that must be continued in coming years.

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

NA



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

Rio Vista High School transitioned to a 4 X 4 Block in the 2014-15 school year. Staff feel that the block allows the necessary time for depth of Common Core Standards. Staff is researching hybrid models of the traditional 4 X 4 model as they feel that there are curricular areas that need a full year of instruction. In addition, they would like more visitations and trainings on models that incorporate intervention.

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

Academic departments use the State-adopted Standards and the State-adopted Textbook lists following the State cycle for adoptions and selection of textbooks and instructional materials. Purchases are made, as funding is available. Textbook selection and purchases are pre-approved by the Board of Trustees of the District upon certification by the principal that the requested textbooks meet State Standards and are on the State-adopted Textbook list. The Board certifies by Board Resolution that in compliance with Education Code 60119 each pupil in this school will have sufficient textbooks and/or instructional materials, consistent with the content and cycles of the framework adopted by the State Board provided that sufficient State funding is available to accomplish the task. Staff will be reviewing new Common Core textbooks offerings.

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

RVHS students have access to State adopted standards aligned materials including intervention materials.

## **Opportunity and Equal Educational Access**

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

Special Education students are provided with an Individual Education Plan that is implemented by a team of teachers, parents, and administrators. Student Study Team meetings provide an avenue for staff to determine and give input into developing successful strategies for student success. Summer School provides students opportunities to make up courses they have failed by offering remediation in any core subject of their choice. Title VI and EIA funds purchase needed academic materials that have provided additional support for existing ELD program. ELL students who score at the beginning or intermediate levels on the annual ELPAC exams are provided the opportunity to enroll in an ELL course.

Evidence-based educational practices to raise student achievement

Specially Designed Academic Instruction in English has been provided for all teachers. Core and intervention periods for all students is being implemented. In addition, teachers are provided with ongoing coaching in student interaction.

## Parental Engagement

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

Resources are available from family, school, district, and community to assist under-achieving students and this is a large component of our current plan. All of RVHS ELAC meetings each year are dedicated to providing parents with information to assist students at home and increase involvement at the school. RVHS has a full-time school counselor. The community provides a Parent Project component to assist in parenting skills. The community is also represented by a private counseling group, Rio Vista Care, who provide additional support.

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, community members and teachers are actively involved in school life. We have a functioning School Site Council, English Language Advisory Council, School, Athletic, and Fine Arts Boosters, and an Agriculture Advisory Council.

### Funding

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

Rio Vista High School receives Site Supplemental and Concentrated Local Control Funds to meet the needs of underperforming students.

### Fiscal support (EPC)

A lack of funding, declining enrollment, and budget cuts have negatively impacted the school budget.

## 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**

RVHS shared and sought input on the development of the SPSA with School Site Council, English Language Advisory Committee, Booster Club, RVHS Leadership class, Teachers and classified staff.

## Resource Inequities

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

Declining enrollment and lack of funds has resulted in a loss of state income.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	18-19	19-20	20-21
Grade 9	102	93	92
Grade 10	113	105	92
Grade 11	92	104	103
Grade 12	106	102	102
<b>Total Enrollment</b>	413	404	389

### Conclusions based on this data:

1. RVHS is maintaining an enrollment of approximately 400 students. New housing developments may result in an enrollment increase
2. Steady increase in African American enrollment.
3. Current facilities at RVHS are maxed out and school will need additional classrooms if growth does develop.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	18-19	19-20	20-21	18-19	19-20	20-21
English Learners	45	39	38	10.9%	9.7%	9.8%
Fluent English Proficient (FEP)	89	100	98	21.5%	24.8%	25.2%
Reclassified Fluent English Proficient (RFEP)	6	3	2	13.0%	6.7%	5.1%

### Conclusions based on this data:

1. English Learner enrollment remains steady at 9-11% of student population.
2. Percent of Fluent English Proficient students remains steady
3. Reclassification of students to Fluent English Proficient is decreasing which could be a result of the increasing number of Fluent English Proficient students and additional requirements to pass the current ELPAC exam (Must score all 4's now).

# 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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	93	94	98	92	91	0	92	91	0	98.9	96.8	0.0
All Grades	93	94	98	92	91	0	92	91	0	98.9	96.8	0.0

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	2562.	2554.		14.13	12.09		29.35	28.57		29.35	30.77		27.17	28.57	
All Grades	N/A	N/A	N/A	14.13	12.09		29.35	28.57		29.35	30.77		27.17	28.57	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	20.65	18.68		53.26	45.05		26.09	36.26	
All Grades	20.65	18.68		53.26	45.05		26.09	36.26	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	20.65	16.48		45.65	47.25		33.70	36.26	
All Grades	20.65	16.48		45.65	47.25		33.70	36.26	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	18.48	12.09		57.61	59.34		23.91	28.57	
All Grades	18.48	12.09		57.61	59.34		23.91	28.57	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	22.83	20.88		43.48	54.95		33.70	24.18	
All Grades	22.83	20.88		43.48	54.95		33.70	24.18	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**Conclusions based on this data:**

1. Prior test scores indicate a decrease in students exceeding or meeting ELA Standards. However CAASPP testing for 19-20 was suspended leaving a gap in scores and learning loss for the the past two years will need to be accounted for.
2. This could be a reflection on our changing demographics and the need for more differentiated instruction.
3. Additional attention should be considered for students to achieve "above-average" scores. More interventions and focused academics are needed to address the growing number of students performing "below basic".

# 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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	93	94	98	92	92	0	92	92	0	98.9	97.9	0.0
All Grades	93	94	98	92	92	0	92	92	0	98.9	97.9	0.0

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	2529.	2503.		3.26	2.17		14.13	10.87		25.00	22.83		57.61	64.13	
All Grades	N/A	N/A	N/A	3.26	2.17		14.13	10.87		25.00	22.83		57.61	64.13	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Concepts & Procedures Applying mathematical concepts and procedures												
Grade Level	% Above Standard			% At or Near Standard			% Below Standard					
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21			
Grade 11	9.78	6.52		21.74	16.30		68.48	77.17				
All Grades	9.78	6.52		21.74	16.30		68.48	77.17				

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	4.35	4.35		44.57	46.74		51.09	48.91	
All Grades	4.35	4.35		44.57	46.74		51.09	48.91	

### 2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	7.61	5.43		48.91	51.09		43.48	43.48	
All Grades	7.61	5.43		48.91	51.09		43.48	43.48	

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**Conclusions based on this data:**

1. Test scores indicate a decrease in students exceeding or meeting Math Standards. However CAASPP testing for 19-20 was suspended leaving a gap in scores and learning loss for the the past two years will need to be accounted for
2. This could be a reflection on our changing demographics and the need for more differentiated instruction.
3. Additional attention should be considered for students to achieve "above-average" scores. More interventions and focused academics are needed to address the growing number of students performing "below basic".



# 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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
9	1484.9	*	1558.2	1471.4	*	1569.1	1498.2	*	1547.0	11	*	11
10	1541.1	1499.6	1551.9	1549.3	1471.0	1549.0	1532.5	1527.5	1554.2	15	13	11
11	*	1556.2	*	*	1556.4	*	*	1555.6	*	*	13	4
12	*	1490.5	*	*	1458.8	*	*	1521.9	*	*	12	11
All Grades										39	41	37

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
9	*	*	18.18	*	*	27.27	*	*	45.45	*	*	9.09	11	*	11
10	*	30.77	18.18	*	7.69	36.36	*	7.69	36.36	*	53.85	9.09	15	13	11
11	*	23.08	*	*	30.77	*		15.38	*	*	30.77	*	*	13	*
12		8.33	*	*	25.00	*		25.00	*	*	41.67	*	*	12	*
All Grades	35.90	19.51	17.14	*	24.39	34.29	*	17.07	28.57	38.46	39.02	20.00	39	41	35

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
9	*	*	36.36	*	*	27.27		*	27.27	*	*	9.09	11	*	11
10	*	30.77	45.45	*	7.69	36.36	*	23.08	9.09	*	38.46	9.09	15	13	11
11	*	38.46	*	*	30.77	*	*	7.69	*	*	23.08	*	*	13	*
12		16.67	*	*	16.67	*		16.67	*	*	50.00	*	*	12	*
All Grades	38.46	29.27	40.00	*	19.51	28.57	*	17.07	17.14	33.33	34.15	14.29	39	41	35

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
9		*	9.09	*	*	18.18	*	*	45.45	*	*	27.27	11	*	11
10	*	15.38	9.09	*	15.38	18.18	*	7.69	54.55	*	61.54	18.18	15	13	11
11	*	0.00	*	*	15.38	*	*	53.85	*	*	30.77	*	*	13	*
12		8.33	*	*	16.67	*		25.00	*	*	50.00	*	*	12	*
All Grades	*	7.32	5.71	30.77	17.07	14.29	*	31.71	51.43	43.59	43.90	28.57	39	41	35

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
9	*	*	18.18	*	*	54.55	*	*	27.27	11	*	11
10	*	15.38	9.09	*	46.15	72.73	*	38.46	18.18	15	13	11
11	*	7.69	*	*	61.54	*	*	30.77	*	*	13	*
12		25.00	*	*	16.67	*	*	58.33	*	*	12	*
All Grades	41.03	14.63	8.57	*	46.34	62.86	41.03	39.02	28.57	39	41	35

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
9	*	*	63.64	*	*	27.27	*	*	9.09	11	*	11
10	*	38.46	81.82	*	15.38	9.09	*	46.15	9.09	15	13	11
11	*	53.85	*	*	23.08	*	*	23.08	*	*	13	*
12	*	33.33	*		16.67	*	*	50.00	*	*	12	*
All Grades	48.72	43.90	70.59	28.21	19.51	17.65	*	36.59	11.76	39	41	34

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>9</b>		*	9.09	*	*	54.55	*	*	36.36	11	*	11
<b>10</b>	*	23.08	9.09	*	30.77	63.64	*	46.15	27.27	15	13	11
<b>11</b>	*	7.69	*	*	69.23	*	*	23.08	*	*	13	*
<b>12</b>		8.33	*	*	41.67	*	*	50.00	*	*	12	*
<b>All Grades</b>	*	12.20	5.88	30.77	51.22	58.82	51.28	36.59	35.29	39	41	34

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

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	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
<b>9</b>	*	*	0.00	*	*	72.73	*	*	27.27	11	*	11
<b>10</b>	*	0.00	9.09	*	46.15	81.82	*	53.85	9.09	15	13	11
<b>11</b>	*	0.00	*	*	76.92	*	*	23.08	*	*	13	*
<b>12</b>		16.67	*	*	50.00	*	*	33.33	*	*	12	*
<b>All Grades</b>	*	7.32	8.57	46.15	56.10	65.71	28.21	36.59	25.71	39	41	35

2019-20 Data:

Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

**Conclusions based on this data:**

1. The changing demographics of our community continue to reflect on the data.

# School and Student Performance Data

## Student Population

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

This section provides information about the school's student population.

2020-21 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
<b>389</b>	<b>54.2</b>	<b>9.8</b>	<b>0.3</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.

2019-20 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	38	9.8
Foster Youth	1	0.3
Homeless	9	2.3
Socioeconomically Disadvantaged	211	54.2
Students with Disabilities	37	9.5

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	15	3.9
American Indian or Alaska Native	2	0.5
Asian	1	0.3
Filipino	6	1.5
Hispanic	172	44.2
Two or More Races	21	5.4
Native Hawaiian or Pacific Islander	1	0.3
White	171	44.0

### Conclusions based on this data:

1. Over 50 % of RVHS enrollment are Socioeconomically Disadvantaged.

2. Approximately 45% of our enrollment is white, 45% Hispanic and 10% all other combined,
3. The demographics of RVHS continue to change as more growth moves into the area.






# School and Student Performance Data

## Overall Performance

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

### 2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<b>English Language Arts</b>  Orange	<b>Graduation Rate</b>  Yellow	<b>Suspension Rate</b>  Green
<b>Mathematics</b>  Red		
<b>College/Career</b>  Orange		

#### Conclusions based on this data:

1. Academic performance needs to be a major focus in the future.
2. RVHS has a continual high graduation rate.
3. The implementation of restorative justice has resulted in decreasing suspension rates prior to the 2021-22 school year.

# School and Student Performance Data

## Academic Performance English Language Arts

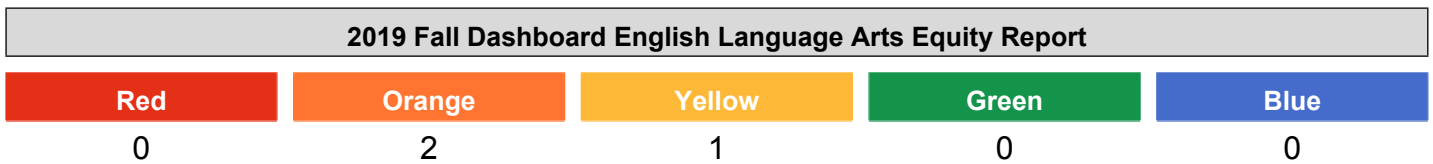
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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 24.8 points below standard Declined -8.8 points 86	<p><b>English Learners</b></p> No Performance Color 90.6 points below standard Declined -13.3 points 17	<p><b>Foster Youth</b></p> No Performance Color 0 Students
<p><b>Homeless</b></p> No Performance Color 0 Students	<p><b>Socioeconomically Disadvantaged</b></p> Yellow 23.9 points below standard Increased ++13 points 54	<p><b>Students with Disabilities</b></p> No Performance Color 135.8 points below standard 12

**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 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 1	 No Performance Color 0 Students
Hispanic	Two or More Races	Pacific Islander	White
 Orange 38.1 points below standard Declined -10.6 points 42	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3	 No Performance Color 0 Students	 Orange 9.6 points below standard Declined -4.6 points 37

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
Less than 11 Students - Data Not Displayed for Privacy 10	Less than 11 Students - Data Not Displayed for Privacy 7	19.8 points below standard Declined -8.9 points 54

**Conclusions based on this data:**

- Overall RVHS is facing declining test scores in ELA, particularly with our Hispanic population.
- The socioeconomic subgroup is making gains in scores.
- 2021-22 test results may indicate learning loss and the need for differentiated instruction and extended school year.



# School and Student Performance Data

## Academic Performance Mathematics

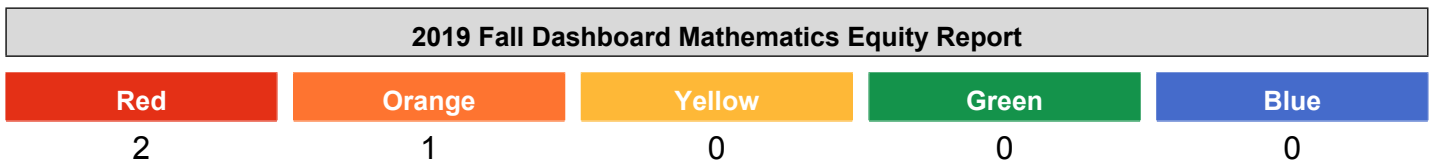
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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> Red 122.5 points below standard Declined Significantly -26.9 points 87	<p><b>English Learners</b></p> No Performance Color 202.6 points below standard Declined Significantly -56.4 points 17	<p><b>Foster Youth</b></p>
<p><b>Homeless</b></p>	<p><b>Socioeconomically Disadvantaged</b></p> Red 144 points below standard Declined Significantly -35 points 54	<p><b>Students with Disabilities</b></p> No Performance Color 241 points below standard 12

### 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 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 1	
Hispanic	Two or More Races	Pacific Islander	White
 Red 147.7 points below standard Declined Significantly -42.8 points 42	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3		 Orange 87.1 points below standard Declined -8.8 points 38

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
Less than 11 Students - Data Not Displayed for Privacy 10	Less than 11 Students - Data Not Displayed for Privacy 7	106.9 points below standard Declined Significantly -16.9 points 55

**Conclusions based on this data:**

1. Improved Mathematics scores need to be a focus for all populations.
2. Professional development in mathematics needs to be identified and additional scaffolding supports put in place.
3. 2021-22 test results may indicate learning loss and the need for differentiated instruction and extended school year.

# School and Student Performance Data

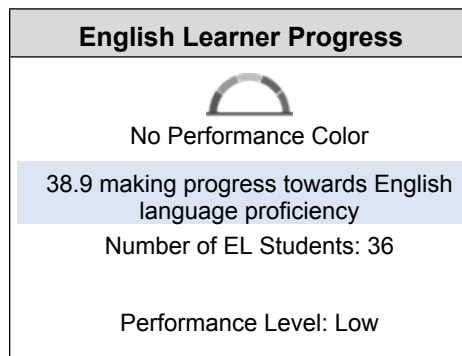
## Academic Performance English Learner Progress

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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
22.2	38.8	11.1	27.7

#### Conclusions based on this data:

- 39% of our English Language Learners have maintained an ELPI Level 4 or progressed one ELPI Level
- 2021-22 test results may indicate learning loss and the need for differentiated instruction and extended school year.

# School and Student Performance Data

## Academic Performance College/Career Measures Only Report

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

<b>Number and Percentage of Students in the Combined Graduation Rate and/or Dashboard Alternative School Status (DASS) Graduation Rate by Student Group</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>	97	100
<b>African American</b>	5	5.2
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>	2	2.1
<b>Hispanic</b>	36	37.1
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>	49	50.5
<b>Two or More Races</b>	5	5.2
<b>English Learners</b>	12	12.4
<b>Socioeconomically Disadvantaged</b>	64	66
<b>Students with Disabilities</b>	14	14.4
<b>Foster Youth</b>		
<b>Homeless</b>	3	3.1

<b>Advanced Placement Exams – Number and Percentage of Four-Year Graduation Rate Cohort Students</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
All Students	5	5.2
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic	2	5.6
Native Hawaiian or Pacific Islander		
White	2	4.1
Two or More Races		
English Learners	0	0
Socioeconomically Disadvantaged	3	4.7
Students with Disabilities	0	0
Foster Youth		
Homeless		

\* This table shows students in the four-year graduation rate cohort by student group who scored 3 or higher on at least two Advanced Placement exams.

<b>International Baccalaureate Exams – Number and Percentage of Four-Year Graduation Rate Cohort</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
All Students	0	0
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic	0	0
Native Hawaiian or Pacific Islander		
White	0	0
Two or More Races		
English Learners	0	0
Socioeconomically Disadvantaged	0	0
Students with Disabilities	0	0
Foster Youth		
Homeless		

\* This table shows students in the four-year graduation rate cohort by student group who scored 4 or higher on at least two International Baccalaureate Exams.

<b>Completed at Least One Career Technical Education (CTE) Pathway – Number and Percentage of All Students</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>	41	42.3
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>	15	41.7
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>	22	44.9
<b>Two or More Races</b>		
<b>English Learners</b>	0	0
<b>Socioeconomically Disadvantaged</b>	21	32.8
<b>Students with Disabilities</b>	0	0
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

<b>Completed a-g Requirements – Number and Percentage of All Students</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>	47	48.5
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>	17	47.2
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>	28	57.1
<b>Two or More Races</b>		
<b>English Learners</b>	1	8.3
<b>Socioeconomically Disadvantaged</b>	25	39.1
<b>Students with Disabilities</b>	2	14.3
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the University of California (UC) or California State University (CSU) a-g criteria with a grade of C or better (or Pass).

<b>Completed a-g Requirements AND at Least One CTE Pathway – Number and Percentage of All Students</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>	30	30.9
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>	11	30.6
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>	18	36.7
<b>Two or More Races</b>		
<b>English Learners</b>	0	0
<b>Socioeconomically Disadvantaged</b>	14	21.9
<b>Students with Disabilities</b>	0	0
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the UC or CSU a-g criteria with a grade of C or better (or Pass) AND completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

<b>Completed College Credit Courses – Number and Percentage of All Student Students Completing One Semester, Two Quarters, or Two Trimesters of College Credit Courses</b>		
<b>Student Group</b>	<b>Number of Students</b>	<b>Percent of Students</b>
<b>All Students</b>	35	36.1
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>	11	30.6
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>	20	40.8
<b>Two or More Races</b>		
<b>English Learners</b>	1	8.3
<b>Socioeconomically Disadvantaged</b>	21	32.8
<b>Students with Disabilities</b>	4	28.6
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

<b>Completed College Credit Courses – Number and Percentage of All Student Students Completing Two Semesters, Three Quarters, or Three Trimesters of College Credit Courses</b>		
<b>Student Group</b>	<b>Number of Students</b>	<b>Percent of Students</b>
<b>All Students</b>	32	33
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>	11	30.6
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>	17	34.7
<b>Two or More Races</b>		
<b>English Learners</b>	1	8.3
<b>Socioeconomically Disadvantaged</b>	20	31.3
<b>Students with Disabilities</b>	3	21.4
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

<b>Earned the State Seal of Biliteracy – Number and Percentage of All Students</b>		
<b>Student Group</b>	<b>Cohort Totals</b>	<b>Cohort Percent</b>
<b>All Students</b>	10	10.3
<b>African American</b>		
<b>American Indian or Alaska Native</b>		
<b>Asian</b>		
<b>Filipino</b>		
<b>Hispanic</b>	10	27.8
<b>Native Hawaiian or Pacific Islander</b>		
<b>White</b>	0	0
<b>Two or More Races</b>		
<b>English Learners</b>	0	0
<b>Socioeconomically Disadvantaged</b>	10	15.6
<b>Students with Disabilities</b>	0	0
<b>Foster Youth</b>		
<b>Homeless</b>		

\* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who earned the State Seal of Biliteracy.



**Conclusions based on this data:**

1. School wide focus on student's being A-G ready has been encouraged through registration process.
2. Block Schedule allows for students to have both a high A-G completion rate in additional to CTE pathway completers
3. RVHS continues to have a high graduation rate.

# School and Student Performance Data

## Academic Engagement Chronic Absenteeism

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

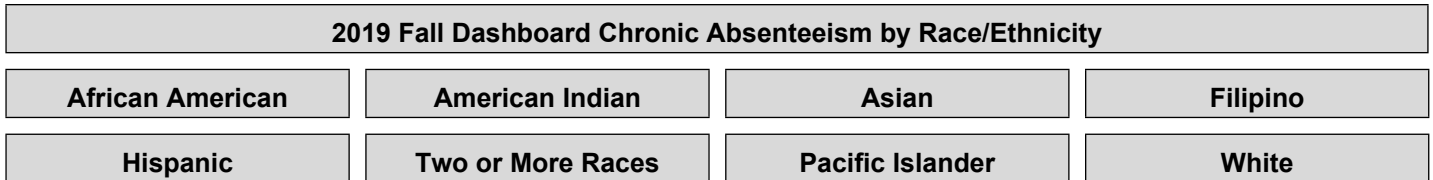
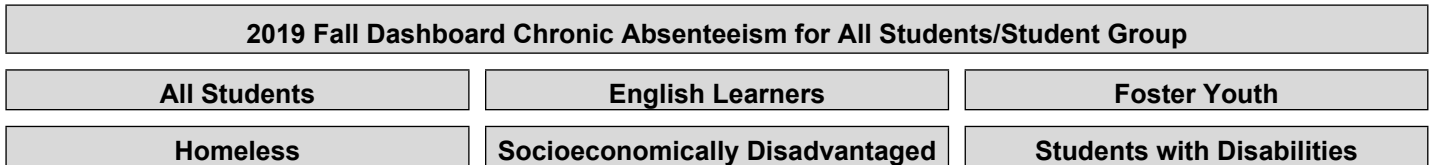
The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance      Red      Orange      Yellow      Green      Blue      Highest Performance

This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.



### Conclusions based on this data:

1. Chronic absenteeism has not been an issue in past years.
2. Data from 21-22 school year may show an increase in absenteeism

# School and Student Performance Data

## Academic Engagement Graduation Rate Additional Report

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

2021 Graduation Rate by Student Group				
Student Group	Number of Students in the Graduation Rate	Number of Graduates	Number of Fifth Year Graduates	Graduation Rate
All Students	97	91	0	93.8
English Learners	12	7	0	58.3
Foster Youth				
Homeless	3		0	
Socioeconomically Disadvantaged	64	58	0	90.6
Students with Disabilities	14	9	0	64.3
African American	5		0	
American Indian or Alaska Native				
Asian				
Filipino	2		0	
Hispanic	36	30	0	83.3
Native Hawaiian or Pacific Islander				
White	49	49	0	100
Two or More Races	5		0	

### Conclusions based on this data:

1. RVHS maintains a high graduation rate.
2. Students who start at RVHS but may transfer remain in our cohort for data collection.

# School and Student Performance Data

## Conditions & Climate Suspension Rate

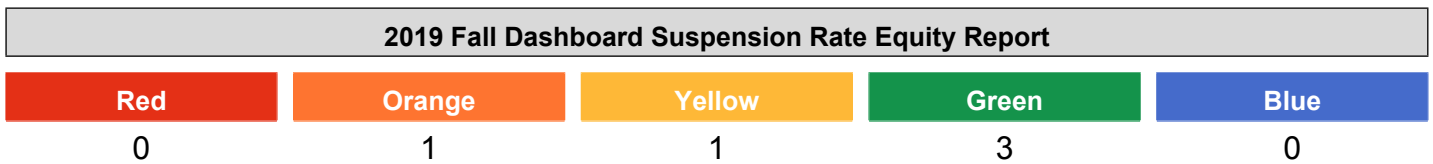
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

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>4.1</p> <p>Declined Significantly -3.7</p> <p>441</p>	<p><b>English Learners</b></p> <p>Orange</p> <p>8.2</p> <p>Increased +4.2</p> <p>49</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not</p> <p>1</p>
<p><b>Homeless</b></p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Green</p> <p>4.4</p> <p>Declined Significantly -3.5</p> <p>249</p>	<p><b>Students with Disabilities</b></p> <p>Yellow</p> <p>6.8</p> <p>Declined -5.9</p> <p>59</p>

### 2019 Fall Dashboard Suspension Rate by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color <span style="background-color: #d9e1f2; padding: 2px;">7.7</span> 13	 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 1
Hispanic	Two or More Races	Pacific Islander	White
 Green <span style="background-color: #d9e1f2; padding: 2px;">4.1</span> Declined -1.4 196	 No Performance Color <span style="background-color: #d9e1f2; padding: 2px;">3.6</span> Declined -11.4 28	 No Performance Color Less than 11 Students - Data 1	 Green <span style="background-color: #d9e1f2; padding: 2px;">4</span> Declined Significantly -4.1 198

This section provides a view of the percentage of students who were suspended.

### 2019 Fall Dashboard Suspension Rate by Year

2017	2018	2019
	7.7	4.1

**Conclusions based on this data:**

1. RVHS continues to have a low suspension rate.
2. The English Learner subgroup has the largest percentage of suspension rates.
3. Social emotional learning loss during the pandemic may result in higher suspension rates for 22-23.

# 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

Improve and support student learning to close the achievement and ensure all students who graduate are college and career ready.

## Goal 1

Improve student achievement and provide the necessary skills to pursue career/technical and/or post secondary education.

## Identified Need

Goal Statement:

By June 2023 65% of RVHS students will achieve a 3.0 or better GPA and less than 10% of RVHS students will be on the ineligibility list. And 50% of 12th grade students will have completed a CTE Pathway.

Additionally, RVHS will improve student access to explore post-secondary plans and help students explore choices and build skills for success after high school.

Area of Improvement #1: Focus on improving achievement and proficiency in ELA and Math

Area of improvement #4: Develop a data analysis system to drive instruction and monitor growth

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

Transcripts, report cards, detention and suspension records, AP course enrollments.

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

Early Release Wednesday Collaboratives, Department Meetings, MAP results, curricular assessments, block schedule and grades.

Strategy:

Block Schedule, Intervention (summer, after school), Goal setting, counseling.

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

in 2021-22 school year 53% of students in Block A Term 1 were on the Honor Roll, and 68% of students in Block A Term 2 were on the honor roll.

60% of the Class of 2021 were A - G ready. Currently RVHS averages 10-18% of the student population on the ineligible list.

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

Develop a data analysis system

##### Task:

Rio Vista High School continues to develop a collaborative structure, a comprehensive, detailed, and realistic strategic plan, and allocate sufficient resources to facilitate the use of data to drive instruction and monitor growth and to effectively communicate data and analysis of data to all stakeholders. In addition, Rio Vista High School continues to monitor at risk students and provide targeted instruction.

##### Measures:

Master schedule, class registration, student grades, visitations, parental and teachers input.

##### People Assigned:

Administration  
Counselor  
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)

District Funded

### 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 AVID class for each grade level. Implement school wide AVID strategies and support AVID Site Team

##### Task:

Support students in achieving skills necessary to be successful in a college atmosphere. Utilize AVID strategies which include: school wide notebook, Cornell Note Taking, and Critical Reading.

Send a team of teachers to AVID summer training and additionally provide training for student tutors during the school year.

Measures:

AVID student grades, college acceptance rate, and classroom observations.

People Assigned:

AVID site team

### **Proposed Expenditures for this Strategy/Activity**

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)

2500

Source(s)

Site Supplemental & Concentration

### **Strategy/Activity 3**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All

Strategy/Activity

Provide CTE Pathways for students. 60% of the Class of 2022 were CTE completers. Increase CTE completers in Class of 2023 by 5%.

Task:

RVHS offers Career Pathways in Culinary Arts, Construction, Graphic Design, Education, and Agricultural Mechanics.

Measures:

Classroom syllabi, class enrollments and CTE Pathway completers.

People Assigned:

CTE Teachers , counselor, Administration

### **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)

2500

Source(s)

Discretionary



## 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 student access to post secondary/career options

#### Task:

Increase invitations to schools/colleges/tech school representatives to present programs or information to RVHS students. Provide parent student nights focusing on post graduate opportunities and financial support. And support a career fair on alternative years.

#### Measures:

Calendar of presentations and visits.

#### People Assigned:

Administration Counselor

## Proposed Expenditures for this Strategy/Activity

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 5

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

### Strategy/Activity

Increase Percentage of Graduating Seniors Who Complete A-G Requirements.

#### Task:

60% of the Class of 2022 will have fulfilled the A-G requirements for admission into a UC or CSU by June of 2020. Staff continues to strive for 100% student A-G requirements completed in the 2019-20 school year. Additionally staff will encourage a higher participation rate of the SAT/ and or ACT exam.

#### Measures:

Transcripts.

Class of 2012 28% completed all A-G courses for CSU/UC.

Class of 2013 32% completed all A-G courses for CSU/UC.

Class of 2014 47% completed all A-G courses for CSU/UC.

Class of 2015 50% completed all A-G courses for CSU/UC.

Class of 2016 39% completed all A-G courses for CSU/UC.

Class of 2018 41% completed all A-G courses for CSU/UC

Class of 2019 52% completed all A-G courses for CSU/UC

Class of 2020 42% completed all A-G courses for CSU/UC  
Class of 2021 51% completed A-G courses for CSU/UC

People Assigned:  
Administration  
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 6**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Provide student access to PSAT and SAT test on campus

#### Strategy/Activity

Task:

PSAT test will be purchased and scheduled on campus for all 10th and 11th grade students. An SAT test will be scheduled for 12th grade students on campus in the fall of 2022 and an additional SAT will be scheduled in the spring of 2023 for 11th grade students on campus., Additionally a PSAT will be scheduled for 9th grade students in the spring of 2023

### **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

## LEA/LCAP Goal

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

## Goal 2

Common Core Standards

## Identified Need

Goal Statement:

RVHS will ensure students have access to rigorous textbooks and materials aligned to the Common Core Standards, provide professional development for teachers on the instructional shifts necessary to effectively implement Common Core Standards, and develop tools to evaluate the effectiveness of classroom instruction. In addition, RVHS will address programs to mitigate learning loss during the global pandemic. All students will baseline test in Measures of Academic Testing in Math and ELA in the fall of 2022. Each grade level will test 3 times a year. Objective: 60% of students in each grade level will reach their growth projection in both ELA and Math.

Area of Improvement #2: Focus on student achievement and proficiency in ELA and Math

Area of Improvement #5: Initiate a systematic and sustainable means by which to identify at-risk students, provide targeted interventions, and monitor progress

Strategy:

Initiate a systemic and sustainable means by which to identify at-risk students, provide targeted instruction and monitor progress.

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

Since 2010, 45 states have adopted the Common Core Standards for English Language Arts/Literacy and Math. The change in curricular pacing and pedagogy will prepare our students for college and career, in the hope of meeting the demands of a more global marketplace.

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

Students will be tested 3 times/year utilizing Measures of Achievement. Teachers will be provided with opportunities to collaborate and examine data. They will utilize the data to drive instruction, determine areas of strength and weaknesses and develop strategies for intervention. In Advisory period students will examine data, determine areas of growth and set goals with teacher after each test.

Task:  
MAP test will be scheduled in the fall, winter, and spring.

Measures:  
Teachers and students will be trained on MAP Growth Reports and will set measurable goals.

People Assigned:  
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)	Source(s)
2,000.00	Discretionary Materials and Supplies
2,000.00	Lottery: Unrestricted Materials and Supplies

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

English Language Learner

Strategy/Activity

Provide two classes of ELD instruction and explore ELD curriculum, engagement strategies, and professional development

Task:  
Develop an English Language Development curriculum that is engaging for students.

Measures:  
Student engagement, Purchase Orders

People Assigned:

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)
2,800.00	Site Supplemental & Concentration

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All

Strategy/Activity

Provide Teachers with Opportunities to Attend Professional Development Conferences

Task:  
Budget for AP Summer Institute, AVID Summer Institute, Mental Wellness Conference, School Leadership, and School Culture Conference.

Measures:  
Registration forms Conference agendas Reporting

People Assigned:  
Administration  
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)
4,500.00	Lottery: Instructional Materials

**Strategy/Activity 4**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All

Strategy/Activity

RVHS will provide district sponsored summer school for credit recovery, ELA and Math Academies, CTE Academies, and after school assignment assistance in the fall of 2022.

**Task:**

Students at RVHS need to be provided with strategies to mitigate learning loss

**Measures:**

Attendance, grades, credits, transcripts

**People Assigned:**

Administration  
School 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)

[Empty box for Amount(s)]

District Funded

**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**

Provide an Algebra Support Class and a Math Lab Course

**Task:**

RVHS will provide an Algebra Support class in addition to Algebra 1 classes. Struggling Algebra 9th grade students will enroll in the Algebra Support Class one block and the Algebra 1 class the following block. The block schedule enables students to access higher level courses once mastery is met. 75% of the Algebra Support students will pass Algebra 1. In addition, RVHS needs to identify 10th and 11th grade students who are not meeting the math standard and explore enrolling them in a math mastery program.

**Measures:**

Passing rates Algebra Support and Algebra 1 Class

**People Assigned:**

Administration  
Math Department  
Special Education Department

**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 3 - 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

Classrooms will be safe and support student learning

## Identified Need

Goal Statement:

RVHS will provide facilities that are safe and well- maintained and classrooms ready to support learning for the 21st century.

Area of Improvement #2: Focus on improving student achievement in ELA and Math with a focus on proficiency on the CAASPP

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

Technology inventory and survey, logs, work orders, walk throughs and emergency plans and drills

Strategy:

Technology is an integral part of the educational setting. Resources must be allocated to provide for technology upgrades and improvement.

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

The campus is clean and facilities are continually evaluated and upgraded.. A bond measure for school improvement was passed by voters and stakeholders have shared their vision for school improvement,

RVHS continues to update emergency plans and drills, In addition, The Catapult Emergency System, which operates in real time, has been purchased for the 2022-23 school year.

Technology at RVHS is beginning to meet the needs of a 21st Century Classroom., There is a need to continually access and upgrade hardware, software and student and teacher expectations.

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

Provide maintain and support Chrome labs, teacher workstations, teacher lap tops or surface pros, and classroom hardware,

#### Task:

Provide 1 to 1 access to chrome books, teacher work stations, and equip every classroom with necessary hardware.

#### Measures:

Classroom, teacher and student inventory

#### People Assigned:

Administration

### 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)

10000.00

Source(s)

Discretionary

Hardware and software

### 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

Upgrade RVHS Theater technology

#### Task:

RVHS needs to determine and purchase appropriate technology for theater use by students and community

#### Measures

Theater technology inventory

#### People Assigned:

Administration

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)

3,000.00

Source(s)

Site Supplemental & Concentration

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All

#### Strategy/Activity

Develop a Facilities Master List with input from all stakeholders

##### Task:

Provide a master list of upgrades, improvements and repairs on campus. Continue to improve and maintain the conditions of the facilities by developing a master calendar of routine maintenance needs, ie: painting, irrigating, pressure washing, mowing, and spraying. Institute procedures to ensure students keep campus clean and neat. Continue Campus Beautification Program.

##### Measures:

Facilities and technology inventory, work orders, stakeholders input

##### People Assigned:

Administration

#### 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)

Discretionary

Supplies

Site Supplemental & Concentration

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

LCAP 3 - Parent Involvement

## LEA/LCAP Goal

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

## Goal 4

Increase opportunities for parent to support students.

## Identified Need

Goal Statement:

RVHS will implement multiple forums for involving parents in student and school activities. During the 2021-22 school year 38% of RVHS families participated in 3 or more student and school activities. RVHS will strive towards 50% of families participating in 3 or more student or school activities.

Area of Improvement #1 expand mental health and partnerships to support students in crisis.  
Area of Improvement #6 Increase stakeholder engagement

What data did you use to form this goal (findings from data analysis)?  
LCAP Meetings, surveys, parental input.

Strategy:  
Continue to provide and implement new communication tools with parents.

What did the analysis of the data reveal that led you to this goal?  
Parents continue to express a need for continued and additional communication tools..

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

#### Create Multiple Parent Forums

**Task:**

Establish a School Site Council, an English Language Advisory Committee, Grade Level Parent Meetings, FAFSA Nights, 12th Grade Parent Nights, Grade level parental meetings, Cash for College, College Readiness, Athletic Coaches/Parents/Athletes Night, a Booster Club, and Arena Conferencing. In addition, schedule a monthly "Coffee or Dessert with RVHS Staff" to involve parents and students on an informal meeting status.

**Measures:**

Agendas and minutes from various committees.

**People Assigned:**

Administration Counselor Teachers Athletic Director  
Athletic Coaches

### Proposed Expenditures for this Strategy/Activity

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)**

	District Funded
	Materials and supplies
4000.00	Discretionary
	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

#### Utilize Technology To Increase Parental Communication

**Task:**

RVHS will continue to implement a web based program for grades and reporting to keep parents informed weekly regarding student progress. Regularly input school information, events, and activities on Parent Square.

Continue to develop and increase parent e-mail data base. Continue to send weekly bulletins, monthly newsletters, Remind and other information to parents via the data base. Continue teacher/parent call logs. Explore the possibility of an RVHS Instagram Page.

**Measures:**

Surveys, logs, e-mails, access numbers from AERIES, and Arena Conferencing.

**People Assigned:**

Administration

Counselor

Teachers

**Proposed Expenditures for this Strategy/Activity**

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)

Discretionary

Conferences and supplies

**Strategy/Activity 3**

**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 opportunities to celebrate their student's successes.

**Task:**

Invite parents to student rewards celebrations, provide evening opportunities to celebrate student success, and utilize different forums and locations (athletic events, Booster Club, ELAC and SSC meetings, and grade level parent meetings).

**Measures:**

Agendas

**People Assigned:**

Administration 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)

5,000.00

Source(s)

Site Supplemental & Concentration

Materials and supplies

## Strategy/Activity 4

### 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.

## Strategy/Activity 5

### 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.

# 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 -School Clima

## LEA/LCAP Goal

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

## Goal 5

Foster a safe environment that supports the academic and social/emotional needs of students

## Identified Need

Goal Statement:

RVHS will provide an educational environment that promotes rigorous academics, exploration of elective areas and student engagement and well-being. Positive referrals will increase by 10% and detentions and suspensions will decrease by 10%

Area of Improvement #1 Expand mental health resources and partnerships to support students

Area of improvement #5 Initiate a system to identify at risk students and provide target instruction

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

Course registration, 8th grade parent night, student six year plans, principal observations, walk throughs, Wellness Center visitations, counseling referrals

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

Stakeholders input, honor roll and ineligibility List, CTE completers, master schedule, Rammie of the month, detention and suspension rates.

Strategy:

Provide a variety of instructional strategies and activities that foster student engagement while promoting mental health.

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

There is a need to provide additional mental health counseling, strategies for coping with emotional issues and a variety of classes, clubs, and activities that promote student engagement and well-being.

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/Activity

Support AVID Site Team

Task:

Support students in achieving skills necessary to be successful in a college/career atmosphere. Utilize AVID strategies which include: school wide notebook, Cornell Note Taking, and Critical Reading. Send a team of teachers to AVID summer training and additionally provide training for student tutors during the school year.

Measures:

AVID student grades, college acceptance rate, and classroom observations.

People Assigned:

AVID site team

**Proposed Expenditures for this Strategy/Activity**

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

College Field Trips

1,000.00

Discretionary

Materials and supplies

**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 CTE Pathways for Students. 60% of the Class of 2022 were CTE completers. Increase CTE completers in Class of 2023 by 5%.

Task:

RVHS offers Career Pathways in Engineering, Culinary Arts, Construction, Graphic Design, Education, and Agricultural Mechanics. .

Measures:

Classroom syllabi, class enrollments and CTE Pathway completers.

People Assigned:

CTE Teachers Counselor Administration



**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 Materials, supplies, conferences

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All

Strategy/Activity

Support Student Math and Writing Center

Task:  
RVHS needs to re-instate the implementation of a student-centered Math and Writing Center. Tutors are trained to assist students in successful writing and math strategies and completion.

Measures:  
Math and ELA grades, EAP scores, SBAC test results.

People Assigned:  
Administration Counselor  
ELA Department

**Proposed Expenditures for this Strategy/Activity**

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 Substitutes, 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)

All

Strategy/Activity

Support Extracurricular Activities

**Task:**

Support Extracurricular Athletics, VAPA, Radio Rio, FFA, and Academic Decathlon

**Measures:**

Student Enrollment.

**People Assigned:**

Athletic Director Teachers Administration

**Proposed Expenditures for this Strategy/Activity**

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)

80,000.00

Source(s)

Lottery: Unrestricted

Stipends, transportation, officials, dues, competitions, and events

**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All

**Strategy/Activity**

Continue implementation of the Wellness Center

**Task:**

Enlarge the Wellness Center to support more students and student groups

**Measures:**

Nami Meeting Agendas

**People Assigned:**

Counselor  
NAMI Club

**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)

5000.00

Source(s)

Discretionary

## Strategy/Activity 6

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All

### Strategy/Activity

Educate students on diversity and cultural events,

#### Task:

Implement a Black Student Union, provide events to celebrate cultures, and train teachers in addressing racial bias

#### Measures:

Agendas, trainings, events

People Assigned: Principal

Administration

Teachers

Clubs

### 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)

All Students

### Strategy/Activity

Provide Programs to Address Social and Safety Issues on Campus

#### Task:

Provide instructional time and programs that address both on campus and social bullying for students, teachers, and parents. Provide instructional time and programs that address tobacco, alcohol, and drug use in young adults for students teachers, and parents

Provide Family Life Program for all 9th grade students. Investigate alternative discipline strategies in resolving issues.

#### Measures:

Panorama and WASC survey, suspension, and counseling referrals.

People Assigned:

Administration Counselor Nurse

**Proposed Expenditures for this Strategy/Activity**

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 8**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All

**Strategy/Activity**

Continue to reward students for exemplary behavior in academics, athletics, responsibility, and Leadership.

**Task:**

Provide 4 student 4 Showcases, 4 Rammies of the Month, Athletic Awards Night, Academic Awards Night, Attendance Rewards and Gotcha being good cards.

**Measures:**

Teacher input, honor roll, attendance records, scholarships.

**People Responsible:**

Administration  
Counselor]  
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)

# 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	\$137000
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$129,200.00

## 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	\$29,000.00
Lottery: Instructional Materials	\$4,500.00
Lottery: Unrestricted	\$82,000.00
Site Supplemental & Concentration	\$13,700.00

Subtotal of state or local funds included for this school: \$129,200.00

Total of federal, state, and/or local funds for this school: \$129,200.00

# 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	29,000.00
Lottery: Instructional Materials	4,500.00
Lottery: Unrestricted	82,000.00
Site Supplemental & Concentration	13,700.00

## Expenditures by Budget Reference

Budget Reference	Amount
------------------	--------

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
	Discretionary	29,000.00
	Lottery: Instructional Materials	4,500.00
	Lottery: Unrestricted	82,000.00
	Site Supplemental & Concentration	13,700.00

## Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	5,000.00
Goal 2	11,300.00
Goal 3	14,000.00

Goal 4
Goal 5
Goal 6
Goal 7

10,000.00
88,900.00
0.00
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
- 3 Classroom Teachers
- 1 Other School Staff
- 5 Parent or Community Members
- 1 Secondary Students

Name of Members	Role
Kristy Apple <i>K Apple</i>	Classroom Teacher
Jay Forbes <i>J Forbes</i>	Parent or Community Member
Rick Vieira <i>Rick V</i>	Parent or Community Member
Lenese Coughram <i>Lenese Coughram</i>	
Jane Cronin <i>Jane Cronin</i>	Parent or Community Member
Maria Delk <i>Maria Delk</i>	Parent or Community Member
Ann Arroyo <i>Ann Arroyo</i>	Other School Staff
Victoria Turk <i>Victoria Turk</i>	Principal
Michelle Bowers <i>Michelle Bowers</i>	Parent or Community Member
Chris Smith <i>Chris Smith</i>	Classroom Teacher
Kelli Mahoney <i>Kelli Mahoney</i>	Classroom Teacher

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

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 .

Attested:

Principal, Victoria Turk on 4/14/22

SSC Chairperson, Kristy Apple on

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

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

From: Codi Agan, Director of Personnel

Item Number: 10.14

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

**SUBJECT:**

Request to Approve the Unpaid Leave of Absence for the 2022-2023 School Year, made by employee #002089, Teacher at Bates Elementary School

**BACKGROUND:**

Request made by employee #002089, Teacher at Bates Elementary School, for unpaid Leave of Absence for the 2022/2023 school year, due to the need to care for her grandchildren full time.

**STATUS:**

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board approves the requested for an unpaid leave of absence made by employee #002089 for the 2022/2023 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 14, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.15

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

**SUBJECT:**

Request to Approve and Accept the Award for Elementary and Secondary School Emergency Relief III (ESSER III) Summer Grant Program

**BACKGROUND:**

The purpose of the ESSER III Summer Grant Program is for the implementation of evidence-based summer enrichment programs. There are two buckets of funding and the District can apply for the funds available for Existing After School Education and Safety (ASES) Program. The grant is due by June 27, 2022 and the district may qualify for up to \$60,000 for two (2) years starting in fiscal year 2022-23.

**STATUS:**

Chief Business Officer will coordinate the writing of the grant application with ASES coordinator, Superintendent and Chief Educational Services Officer. If the District is funded, coordination will continue between the listed staff.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

There is no cost to the district to apply for the grant program.

**RECOMMENDATION:**

That the Board approves and accepts the award for the ESSER III Summer Grant Program.

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 14, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.16

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

**SUBJECT:**

Request to Approve a Three (3) Year Agreement with Newsela for All School Sites Districtwide

**BACKGROUND:**

Newsela is an online program that several sites have been subscribing and utilizing over the years for ELA, Social Studies, and Science. Newsela has added another component for Social and Emotional Learning (SEL). This program is a good intervention program and it will be available for all sites and teachers. The District is going to subscribe to ELA, Science and SEL components.

**STATUS:**

Newsela will work with Chief Business Officer, TOSAs, and site principals to get this program up and running. Each site will receive professional development on how to use this program and how to set it up for students to use.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

The annual cost is \$48,808 and the agreement is for 3 years with a discount of 10% for having a 3-year agreement in place. The District will use COVID funding to pay for Newsela.

**RECOMMENDATION:**

That the Board approves the three (3) year agreement with Newsela for all school sites districtwide.

Time allocated: 2 minutes



Newsela Inc.  
500 5<sup>th</sup> Ave, FL 28  
New York, NY 10110

# Customer Agreement

## Billing Information:

Billing Frequency: Annual  
Payment Terms: Net 30  
Billing Schedule: Upon Contract Signature

**Customer Agreement No.** Q-81359  
**Newsela Sales Rep:** Justin Tedaldi  
**Contact Email:** justin.tedaldi@newsela.com  
**Offer Date:** May 24, 2022  
**Expiration Date:** June 15, 2022

**To:**  
Tammy Busch  
River Delta Joint Unified School District  
445 Montezuma St  
Rio Vista, CA 94571-1699

Qty	Products/Services	List Price
1	Newsela	\$146,400.00
<b>Contract Grand Total</b>		<b>\$146,400.00</b>

\*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product breakdown underlying this quote which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela’s Terms of Use, Newsela’s Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties (“Service Contract”).

**Terms of Use:** <https://newsela.com/pages/terms-of-use/>

**Privacy Policy:** <https://newsela.com/pages/privacy-policy/>

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. The Customer’s internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

*Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to [salestax@newsela.com](mailto:salestax@newsela.com).*

Notes:

Annual billing of \$48,800 over three years for eight schools below. Includes virtual PD webinar training for each site.

**Purchase Order Information**

If you need a Purchase Order, please fill out the following information.

PO Required: No

PO Number:

PO Amount: \$

**Billing Information**

Provide the billing service representative to whom the invoice should be addressed.

**Bill-To Name:** Kellee Sisneros

**Bill-To Email:** [ksisneros@rdusd.org](mailto:ksisneros@rdusd.org)

By initialing here, I agree that the billing details stated above are current and accurate.

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:	Date of Signature:
-----------------------	--------------------

**Appendix**

School	Products/Services	License Dates
RIO VISTA HIGH SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/25
RIO VISTA HIGH SCHOOL	Individual Virtual Add-On Session	07/01/22 - 06/30/25

RIO VISTA HIGH SCHOOL	Newsela ELA	07/01/22 - 06/30/25
RIO VISTA HIGH SCHOOL	Newsela Science	07/01/22 - 06/30/25
RIO VISTA HIGH SCHOOL	Social Emotional Learning High School Collection	07/01/22 - 06/30/25
BATES ELEMENTARY	All Access PD Pass - School License	07/01/22 - 06/30/25
BATES ELEMENTARY	Individual Virtual Add-On Session	07/01/22 - 06/30/25
BATES ELEMENTARY	Newsela ELA	07/01/22 - 06/30/25
BATES ELEMENTARY	Newsela Science	07/01/22 - 06/30/25
BATES ELEMENTARY	Social Emotional Learning Elementary Collection	07/01/22 - 06/30/25
CLARKSBURG MIDDLE SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/25
CLARKSBURG MIDDLE SCHOOL	Individual Virtual Add-On Session	07/01/22 - 06/30/25
CLARKSBURG MIDDLE SCHOOL	Newsela ELA	07/01/22 - 06/30/25
CLARKSBURG MIDDLE SCHOOL	Newsela Science	07/01/22 - 06/30/25
CLARKSBURG MIDDLE SCHOOL	Social Emotional Learning Middle School Collection	07/01/22 - 06/30/25
DELTA HIGH SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/25
DELTA HIGH SCHOOL	Individual Virtual Add-On Session	07/01/22 - 06/30/25
DELTA HIGH SCHOOL	Newsela ELA	03/01/23 - 06/30/25
DELTA HIGH SCHOOL	Newsela Science	07/01/22 - 06/30/25
DELTA HIGH SCHOOL	Social Emotional Learning High School Collection	07/01/22 - 06/30/25
ISLETON ELEMENTARY	All Access PD Pass - School License	07/01/22 - 06/30/25
ISLETON ELEMENTARY	Individual Virtual Add-On Session	07/01/22 - 06/30/25
ISLETON ELEMENTARY	Newsela ELA	07/01/22 - 06/30/25
ISLETON ELEMENTARY	Newsela Science	07/01/22 - 06/30/25
ISLETON ELEMENTARY	Social Emotional Learning Elementary Collection	07/01/22 - 06/30/25
RIVERVIEW MIDDLE SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/25
RIVERVIEW MIDDLE SCHOOL	Individual Virtual Add-On Session	07/01/22 - 06/30/25
RIVERVIEW MIDDLE SCHOOL	Newsela ELA	07/01/22 - 06/30/25
RIVERVIEW MIDDLE SCHOOL	Newsela Science	07/01/22 - 06/30/25
RIVERVIEW MIDDLE SCHOOL	Social Emotional Learning Middle School Collection	07/01/22 - 06/30/25
WALNUT GROVE ELEMENTARY	All Access PD Pass - School License	07/01/22 - 06/30/25
WALNUT GROVE ELEMENTARY	Individual Virtual Add-On Session	07/01/22 - 06/30/25
WALNUT GROVE ELEMENTARY	Newsela ELA	07/01/22 - 06/30/25
WALNUT GROVE ELEMENTARY	Newsela Science	07/01/22 - 06/30/25
WALNUT GROVE ELEMENTARY	Social Emotional Learning Elementary Collection	07/01/22 - 06/30/25
D.H. WHITE ELEMENTARY	All Access PD Pass - School License	07/01/22 - 06/30/25
D.H. WHITE ELEMENTARY	Individual Virtual Add-On Session	07/01/22 - 06/30/25
D.H. WHITE ELEMENTARY	Newsela ELA	07/01/22 - 06/30/25
D.H. WHITE ELEMENTARY	Newsela Science	07/01/22 - 06/30/25
D.H. WHITE ELEMENTARY	Social Emotional Learning Elementary Collection	07/01/22 - 06/30/25

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 10.17

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

**SUBJECT:**

Request to Approve Royce "Craig" Cornelson, Principal, and Greg Davis, Athletic Director, as Delta High and Clarksburg Middle Schools Representatives to California Interscholastic Federation (CIF) Leagues for the 2022-2023 School Year

**BACKGROUND:**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the Board, after joining CIF, designate their representatives to CIF leagues. It is a legal requirement that league representatives be so designated.

**STATUS:**

Delta High and Clarksburg Middle Schools would like Board to appoint Royce "Craig" Cornelson and Greg Davis as the DHS and CMS representatives to the CIF league for the 2022-2023 school year.

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

No cost to the District to appoint CIF league representatives for Delta High and Clarksburg Middle School

**RECOMMENDATION:**

That the Board appoint Royce "Craig" Cornelson, Principal, and Greg Davis, Athletic Director, as Delta High and Clarksburg Middle Schools Representatives to CIF Leagues for the 2022-2023 School Year.

Time allocated: 3 minutes





TO: SUPERINTENDENT OF PUBLIC SCHOOLS  
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 1, 2022

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2022-2023**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

**Please return the enclosed form no later than June 28, 2022 directly to your CIF Section Office. Addresses of each section are listed on the back of the form.** Please contact us if we can give you further information.

**2022-2023 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2022.**

River Delta Unified School District/Governing Board at its June 14, 2022 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2022-2023 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL Delta High and Clarksburg Middle Schools  
NAME OF REPRESENTATIVE Royce "Craig" Cornelson POSITION Principal  
ADDRESS 52810 Netherlands Avenue CITY Clarksburg ZIP 95612  
PHONE (916) 744-1714 FAX (916) 744-1673 E-MAIL rcornelson@rdusd.org

\*\*\*\*\*  
NAME OF SCHOOL Delta High and Clarksburg Middle Schools  
NAME OF REPRESENTATIVE Greg Davis POSITION Athletic Director  
ADDRESS 52810 Netherlands Avenue CITY Clarksburg ZIP 95612  
PHONE (916) 744-1714 FAX (916) 744-1673 E-MAIL gdavis@rdusd.org

\*\*\*\*\*  
NAME OF SCHOOL  
NAME OF REPRESENTATIVE POSITION  
ADDRESS CITY ZIP  
PHONE FAX E-MAIL

\*\*\*\*\*  
NAME OF SCHOOL  
NAME OF REPRESENTATIVE POSITION  
ADDRESS CITY ZIP  
PHONE FAX E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Katherine Wright Signature \_\_\_\_\_  
 Address 445 Montezuma Street City Rio Vista Zip 94571  
 Phone (707) 374-1700 FAX (707) 374-2995

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.  
 SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

## CIF SECTION OFFICES

### **CIF CENTRAL SECTION**

Ryan Tos, Commissioner  
P.O. Box 427  
Kingsburg, CA 93631  
Phone: (559) 781-7586  
Email: kellyjones@cifcs.org

### **CIF CENTRAL COAST SECTION**

David Grissom, Commissioner  
333 Piercy Road  
San Jose, CA 95138  
Phone: (408) 224-2994  
Email: dgrissom@cifccs.org

### **CIF LOS ANGELES SECTION**

Vicky Lagos, Commissioner  
10660 White Oak Avenue, Suite 216  
Granada Hills, CA 91344  
Phone: (818) 767-0800  
Email: vlagos@cif-la.org

### **CIF NORTH COAST SECTION**

Pat Cruickshank, Commissioner  
5 Crow Canyon Court, Suite 209  
San Ramon, CA 94583  
Phone: (925) 263-2110  
Email: slivingston@cifncs.org

### **CIF NORTHERN SECTION**

Scott Johnson, Commissioner  
2241 St. George Lane, Suite 2  
Chico, CA 95926  
Phone: (530) 343-7285  
Email: sjohnson@cifns.org

### **CIF OAKLAND SECTION**

Franky Navarro, Commissioner  
1000 Broadway, Ste. 150  
Oakland, CA 94607  
Phone: (510) 879-2846

### **CIF SAC-JOQUIN SECTION**

Michael Garrison, Commissioner  
P.O. Box 289  
Lodi, CA 95241  
Phone: (209) 334-5900  
Email: kjohnson@cifsjs.org

### **CIF SAN DIEGO SECTION**

Joe Heinz, Commissioner  
3470 College Avenue  
San Diego, CA 92115  
Phone: (858) 292-8165  
Email: scandia@cifsdcs.org

### **CIF SAN FRANCISCO SECTION**

Gail Barksdale, Commissioner  
555 Portola Drive, Bungalow 2  
San Francisco, CA 94131  
Phone: (415) 920-5185  
Fax: (415) 920-5189

### **CIF SOUTHERN SECTION**

Rob Wigod, Commissioner  
10932 Pine Street  
Los Alamitos, CA 90720  
Phone: (562) 493-9500  
Email: sharonh@cifss.org

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

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 2022.

**BACKGROUND:**

Changes in legislation and amendments to laws lead to necessary/mandated changes in District Board Policies, Administrative Regulations and Exhibits.

**STATUS:**

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to March 2022 which were approved for first reading at the May 10, 2022 Board meeting.

These Board Policies, Administrative Regulations and Exhibits are being submitted for a second and final reading and approval.

**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 of these Board Policies, Administrative Regulations and Exhibits as submitted resulting from legislation effective prior to March 2022.

Time allocated: 3 minutes

## **CSBA POLICY GUIDE SHEET**

### **March 2022**

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 4030 - Nondiscrimination in Employment**

Policy updated to reflect **NEW LAW (SB 331, 2021)** which makes unlawful a district's use of a nondisparagement agreement or other document that would deny an employee the right to disclose information about unlawful acts in the workplace, in exchange for a raise or bonus, with respect to any complaint or claim that involves workplace harassment or discrimination, not just those relating to sexual harassment or sexual assault. Policy also updated to reflect **NEW LAW (SB 807, 2021)** that makes it an unlawful employment practice for an employer to fail to maintain certain records in accordance with law, particularly when a workplace discrimination or harassment complaint has been filed with the California Department of Fair Employment and Housing.

#### **Exhibit(1) 4112.9/4212.9/4312.9 - Employee Notifications**

Exhibit updated to add employee notifications related to (1) receipt of written notification that minor student has committed a felony or misdemeanor involving specified offenses; (2) duties of the district liaison for homeless students; (3) termination of services of certificated permanent or probationary employee when, during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent; (4) receipt of transfer student record regarding acts that resulted in suspension or expulsion; and (5) disclosure of document identifying an employee who is a victim of domestic violence. Exhibit also updated to reflect **NEW LAW (AB 438, 2021)** regarding classified employees who are laid off due to lack of work or lack of funds, and classified employees whose positions must be eliminated due to expiration of a specially funded program.

#### **Board Policy 4141.6/4241.6 - Concerted Action/Work Stoppage**

Policy updated to reflect **NEW LAW (AB 237, 2021)** which prohibits public employers from discontinuing employer contributions for health care or other medical coverage for employees who are participating in an authorized strike, as defined in law.

#### **Administrative Regulation 4141.6/4241.6 - Concerted Action/Work Stoppage**

Regulation updated to provide implementation language for **NEW LAW (AB 237, 2021)** which prohibits public employers from discontinuing employer contributions for health care or other medical coverage for employees who are participating in an authorized strike, as defined in law. Updated Regulation includes other consistent changes.

#### **Board Policy 5111 - Admission**

Policy updated to reflect the distinction between compulsory education for students starting at age six and the requirement for districts to offer and admit students who are eligible for transitional kindergarten, delete the requirement for district enrollment applications to include information about health care options as the law requiring such information has self-repealed, and clarify that a student's residence is a location within the district that may be verified as part of school admission requirements.

#### **Administrative Regulation 5111 - Admission**

Regulation updated for consistency with **NEW LAW (AB 130, 2021)** which revises the timespans for transitional kindergarten (TK) admittance requirements to be phased in from the 2022-23 school year to the 2025-26 school year, as reflected in BP 6170.1 - Transitional Kindergarten.

### **Administrative Regulation 5113 - Absences and Excuses**

Regulation updated to reflect **NEW LAW (SB 14, 2021)** which includes an absence for the benefit of a student's mental or behavioral health within an absence due to a student's illness, and **NEW LAW (AB 516, 2021)** which includes an absence for a student's participation in a cultural ceremony or event as an excused absence. Regulation also updated for clarification and alignment with law.

### **Administrative Regulation 5142 - Safety**

Regulation updated to reflect **NEW LAW (SB 722, 2021)** which requires any district hosting or sponsoring an on-campus event that is not part of an interscholastic athletic program in or around a swimming pool to have at least one adult with a Cardiopulmonary Resuscitation training certification present throughout the event. Updated Regulation includes minor editorial changes.

### **Exhibit(1) 5145.6 - Parental Notifications**

Exhibit updated to reflect **NEW LAW (AB 128, 2021)** which extends the suspension of certain mandated activities through the 2021-22 fiscal year. Exhibit also updated to add parental notifications related to (1) completion and submission of the Federal Application for Federal Student Aid and California Dream Act Application; (2) public hearing on alternative schedule in secondary grades; and (3) early entry to transitional kindergarten if early entry is offered. Additionally, exhibit updated to expand description regarding notifications related to (1) uniform complaint procedures; (2) student records; (3) college admission requirements; (4) transfer opportunities for foster youth, homeless youth, former juvenile court school students and children of military families through the California Community Colleges; (5) parent/guardian rights when child participates in licensed child care and development program; (6) change in service to child care or preschool services; and (7) homeless student or unaccompanied youth notices. Exhibit also updated to include additional classroom/facility notices regarding uniform complaint procedures and parental rights related to licensed child care and development centers.

### **Board Policy 6173 - Education for Homeless Children**

Policy updated to reflect **NEW LAW (AB 27, 2021)** which requires districts to ensure that each school within the district identifies all homeless children and unaccompanied youths and to create a web page or post on the district website a list of district liaisons for homeless students, contact information for such liaisons, and specific information on homelessness, including information regarding the educational rights and resources available to persons experiencing homelessness. Policy also updated to reflect **AB 27** requirement for districts that receive American Rescue Plan Elementary and Secondary School Emergency Relief - Homeless Children and Youth funds to administer a housing questionnaire developed by the California Department of Education (CDE) to parents/guardians of all students and all unaccompanied youths and report to CDE the number of homeless children and unaccompanied youths enrolled in the district. In addition, policy updated to reflect **NEW LAW (SB 400, 2021)** which requires CDE to develop and implement a system to verify that districts are providing required training to district liaisons and other appropriate staff at least annually. Policy also updated for clarity and closer alignment with law.

### **Administrative Regulation 6173 - Education for Homeless Children**

Regulation updated to add email address to the district liaison's contact information since the California Department of Education (CDE) collects email addresses as part of the consolidated application process. Regulation also updated to reflect (1) **NEW LAW (SB 400, 2021)** which requires CDE to provide training materials to district liaisons for the purpose of providing required professional development and support to school personnel who provide services to homeless students; (2) CDE's recommendation regarding how dispute resolution information may be provided to parents/guardians or unaccompanied youth when the student involved is an English learner, including in the native language of the individual or through an interpreter; and (3) **NEW LAW (AB 27, 2021)** which requires districts to create a web page or post on the district website a list of district liaisons, contact information for such liaisons, and specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness.

**Exhibit(1) 6173 - Education for Homeless Children**

Exhibit updated for closer alignment with the U.S. Department of Education's "Education for Homeless Children and Youths Program Non-Regulatory Guidance", change the term "verbal" to "oral" to stay consistent with language in the administrative regulation and the California Department of Education's (CDE) "Homeless Education Dispute Resolution Process" letter to districts, and add the district liaison for homeless students email address to the district liaison's contact information as email is such a widely used means of communication and CDE collects email addresses as part of the consolidated application process. Exhibit also updated for clarity and gender neutrality.

**Exhibit(2) 6173 - Education for Homeless Children**

Exhibit updated to change the term "verbal" to "oral" to stay consistent with language in the administrative regulation and the California Department of Education's (CDE) "Homeless Education Dispute Resolution Process" letter to districts, add the district liaison for homeless students email address to the district liaison's contact information as email is such a widely used means of communication and CDE collects email addresses as part of the consolidated application process, and add that a copy of the dispute form be provided to the parent/guardian or student disputing enrollment as this is recommended in CDE's "Homeless Education Dispute Resolution Process" letter to districts and is stated in the administrative regulation.

**Board Bylaw 9322 - Agenda/Meeting Materials**

Bylaw updated to reflect **NEW LAW (SB 274, 2021)** which requires districts with a website to email a copy of, or a website link to, the agenda or a copy of all the documents constituting the agenda packet, if a person requests such items be delivered by email, unless it is technologically infeasible to do so. Bylaw also updated to include a focus on student well-being in the philosophical statement, add a provision for each agenda to include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian be excluded from the meeting minutes as required by law, and to make other clarifying changes.

**Policy 4030: Nondiscrimination In Employment**

**Status:** ADOPTED

**Original Adopted Date:** 05/01/2016 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

CSBA NOTE: The following Board policy and accompanying administrative regulation are mandated pursuant to Government Code 11138 and 2 CCR 11023. The California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996) prohibits districts and district employees from harassing or discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, [\\_military and veteran veteran or military](#) status, sex, sexual orientation, gender, gender identity, or gender expression. Pursuant to Government Code 12940, these protections apply to employees, job applicants, persons who serve in an unpaid internship or other limited-duration program to gain unpaid work experience, volunteers, and independent contractors.

The same or similar protections are available to employees and job applicants under various provisions of federal law, including Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Genetic Information Nondiscrimination Act (42 USC 2000ff-2000ff-11).

For policy addressing sexual harassment of and by employees, see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

[CSBA NOTE: 2 CCR 11027.1, as added by Register 2018, No. 20, provides a definition of "national origin" for the purpose of implementing state nondiscrimination laws.](#)

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, [\\_military and veteran veteran or military](#) status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

CSBA NOTE: 2 CCR 11028, prohibits inquiry into an employee's immigration status or discrimination on the basis of such status, unless the district provides clear and convincing evidence that it is required to do so in order to comply with federal immigration law. Districts should consult legal counsel as necessary.



The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that [it is necessary the district is required to do so in order](#) to comply with federal immigration law. (2 CCR 11028)

CSBA NOTE: The following items illustrate unlawful discriminatory practices as specified in Government Code 12940. Labor Code 1197.5 prohibits the payment of different wage rates to employees for similar work based on sex, race, or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation under the bona fide factor exception.

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. [Discrimination in Hiring](#), compensation, terms, conditions, and other privileges of employment
2. Taking of [an](#)-adverse employment actions such as termination or denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the [individual's employee's](#) work performance or creating an intimidating, hostile, or offensive work environment

CSBA NOTE: Item #4 below [addresses the lists some, but not all](#), specific practices prohibited under Government Code 12940 or 2 CCR 11006-11086 in relation to certain protected categories. For example, because "sex" as defined in Government Code 12926 includes pregnancy, childbirth, breastfeeding, or related medical conditions, any of these conditions may be the basis for an employee's sex discrimination claim. As the specific prohibitions are too numerous to list in policy, it is recommended that district legal counsel be consulted when questions arise as to any specific claim.

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
  - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status
  - b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
  - c. [Requirement for a Requiring](#) medical or psychological examination of a job applicant or [making](#) an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
  - d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

CSBA NOTE: Retaliation against complainants or other participants in the grievance procedures is prohibited by Government Code 12940 and 34 CFR 110.34. In addition to the general prohibition against retaliation, Government Code 12940 provides that an employee who requests accommodation

for a physical or mental disability or religious belief is protected from retaliation as specified below. CSBA recommends that this protection be extended to all protected characteristics, as provided below.

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, [reports an incident](#), testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

CSBA NOTE: Pursuant to Government Code 12964.5, the district is prohibited from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or similar document that would deny the employee the right to disclose information about unlawful acts in the workplace or requiring an employee to release the right to file a claim or civil action against the district.

Pursuant to Government Code 12964.5, as amended by SB 331 (Ch. 638, Statutes of 2021), the above prohibition applies not only to claims or complaints of sexual harassment or sexual assault, but to those involving harassment or discrimination based on any protected characteristic and to other unlawful employment practices under FEHA.

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign ~~any document that a~~ releases of the employee's claim or right to file a claim against the district or ~~to disclose a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing~~ information about harassment, discrimination, or other unlawful employment practices acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

CSBA NOTE: Pursuant to 2 CCR 11019, in certain instances, an employee's (especially a supervisor's) knowledge or notice of prohibited conduct of another employee or individual may subject the district to liability. Therefore, it is recommended that the district require its employees with knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940 ~~, as amended by SB 1300,~~ provides that a district may be responsible for harassment of employees by nonemployees where when the district knows or should have known of the conduct and failed to take immediate and corrective action, taking into consideration the extent of the district's control and other legal responsibility that the district may have with respect to the conduct of those nonemployees. Also see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

See the accompanying administrative regulation for requirements related to the identification of the employee who will be responsible for compliance with ~~the~~ nondiscrimination laws.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. ~~The district shall protect any employee who reports such incidents from retaliation.~~

CSBA NOTE: Government Code 12940 and 2 CCR 11023 require districts to take all reasonable steps to prevent prohibited discrimination and harassment, including, but not limited to, dissemination of the

district's policy on the prevention of harassment, discrimination, and retaliation. In addition, Government Code 12950 requires districts to post, in prominent and accessible locations on district premises, posters developed by the California Department of Fair Employment and Housing (DFEH), which are available on DFEH's web site. For further information on prevention strategies, see the accompanying administrative regulation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other [related-prohibited](#) conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

[CSBA NOTE: Government Code 12946, as amended by SB 807 \(Ch. 278, Statutes of 2021\), makes it an unlawful employment practice for a district to fail to maintain certain records and files for employees, applicants, and terminated employees, as provided in the following paragraph.](#)

[The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Department of Fair Employment and Housing, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. \(Government Code 12946\)](#)

---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex

Gov. Code 11135	Unlawful discrimination
Gov. Code 11138	Rules and regulations
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Pen. Code 422.56	Definitions, hate crimes
<b>Federal</b>	<b>Description</b>
20 USC 1681-1688	Title IX of the Education Amendments of 1972
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.6	Compliance information
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 104.8	Notice
34 CFR 106.8	Designation of responsible employee and adoption of grievance procedures
34 CFR 106.9	Dissemination of policy
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964, as amended
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs

<b>Management Resources</b>	<b>Description</b>
CA Dept of Fair Employment and Housing Publication	Transgender Rights in the Workplace
CA Dept of Fair Employment and Housing Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Dept of Fair Employment and Housing Publication	Workplace Harassment Guide for California Employers
CA Dept of Fair Employment and Housing Publication	Your Rights and Obligations as a Pregnant Employee
Court Decision	Shephard v. Loyola Marymount, (2002) 102 Cal.Appl 4th 837
Court Decision	Thomson v. North American Stainless LP, (2011) 131 S.Ct. 863

U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
Website	California Department of Fair Employment and Housing
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

## Cross References

<b>Code</b>	<b>Description</b>
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3312	Contracts
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
3600	Consultants
4000	Concepts And Roles
4032	Reasonable Accommodation
4033	Lactation Accommodation

4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112.4	Health Examinations
4112.41	Employee Drug Testing
4112.41	Employee Drug Testing
4112.6	Personnel Files
4112.8	Employment Of Relatives
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.41	Employees With Infectious Disease
4131	Staff Development
4144	Complaints
4144	Complaints
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.4	Health Examinations
4212.41	Employee Drug Testing

4212.41	Employee Drug Testing
4212.6	Personnel Files
4212.8	Employment Of Relatives
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.41	Employees With Infectious Disease
4231	Staff Development
4244	Complaints
4244	Complaints
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.4	Health Examinations
4312.41	Employee Drug Testing
4312.41	Employee Drug Testing
4312.6	Personnel Files
4312.8	Employment Of Relatives
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications

4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.41	Employees With Infectious Disease
4331	Staff Development
4344	Complaints
4344	Complaints
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.5	Military Leave
4361.8	Family Care And Medical Leave
9000	Role Of The Board
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session



**Exhibit 4112.9-E(1): Employee Notifications**

**Status:**  
ADOPTED

**Original Adopted Date:** 05/01/2016 | **Last Revised Date:** 03/01/2022 | **Last Reviewed Date:** 03/01/2022

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, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually	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	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
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

<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>			
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
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, 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
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
With each paycheck	Labor Code 246	AR 4161.1 AR 4261.1 4361.1	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
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>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>			
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	Labor Code 6409.6	AR 4157 4257 4357	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
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
<a href="#"><u>To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when principal believes needs the information for the protection of self or others when working with student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses</u></a>	<a href="#"><u>Welfare and Institutions Code 827</u></a>	<a href="#"><u>AR 4158</u></a> <a href="#"><u>4258</u></a> <a href="#"><u>4358</u></a>	<a href="#"><u>Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff</u></a>
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
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program
<a href="#"><u>To all employees working with homeless families</u></a>	<a href="#"><u>42 USC 11432</u></a>	<a href="#"><u>AR 6173</u></a>	<a href="#"><u>Duties of district liaison for homeless students</u></a>

<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	34 CFR 106.8	AR 4119.11 4219.11 4319.11	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
Annually	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<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
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 probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>II. To Certificated Employees (continued)</b>			
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 employee 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employee	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
Before the end of the school year 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
<u>During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated</u>	<u>Education Code 44955.5</u>	<u>BP 4117.3</u>	<u>Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board</u>

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
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

**II. To Certificated Employees (continued)**

[To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion](#)

[Education Code 48201](#) [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>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
----------------------------	--------------------------------------	--	----------------

**III. To Classified Employees**

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
--	----------------------	---------	--

[By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15](#)

[Education Code 45117](#) [AR 4217.3](#)

[Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination](#)

[During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds](#)

[Education Code 45117](#) [AR 4217.3](#)

[District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board](#)

At least 60 days prior to <a href="#">the effective date of layoff</a> , <del>or by April 29 for</del> <a href="#">if the employee's position must be eliminated due to the expiration of a specially funded program that expires at end of school year</a>	Education Code 45117	AR 4217.3	Notice of layoff <a href="#">date</a> , <a href="#">displacement</a> and reemployment rights
---	----------------------	-----------	--

<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>			
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 permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy; <a href="#">prior to administration of each drug or alcohol test</a>
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>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
----------------------------	--------------------------------------	--	----------------

**IV. To Administrative/Supervisory Personnel**

To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the 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>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</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
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employee 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
<a href="#"><u>When document identifying employee who is victim of domestic violence is disclosed</u></a>	<a href="#"><u>Labor Code 230</u></a>	<a href="#"><u>AR 4158</u></a> <a href="#"><u>4258</u></a> <a href="#"><u>4358</u></a>	<a href="#"><u>Accommodations and leave for victims of domestic violence</u></a>
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



<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

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling, limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status, alleged misconduct
8 CCR 3204	Employees exposed to bloodborne pathogens standard
8 CCR 5191	Chemical hygiene plan

8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44031	Personnel file contents, inspection
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices, certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures, districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified, administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
<a href="#">Ed. Code 44955.5</a>	<a href="#">Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance</a>
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45117	Notice of layoff, classified employees
Ed. Code 45169	Employee salary data, classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave

Ed. Code 46162	Notice of public hearing on block schedule
<a href="#">Ed. Code 48201</a>	<a href="#">Transfer student's record for acts that resulted in suspension or expulsion</a>
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
<a href="#">Lab. Code 230</a>	<a href="#">Accommodations and leave for victims of domestic violence</a>
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation, claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act, notification requirement
Pen. Code 11166.5	Employment, statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
<a href="#">Welfare and Institutions Code 827</a>	<a href="#">Limited exception to juvenile court record</a>
<b>Federal</b>	<b>Description</b>
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Dissemination of policy

34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act, notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
<a href="#">42 USC 11431-11435</a>	<a href="#">McKinney-Vento Homeless Assistance Act</a>
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

### Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment

4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries
<a href="#">4158</a>	<a href="#">Employee Security (BP and AR)</a>
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers

4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
<a href="#">4258</a>	<a href="#">Employee Security (BP and AR)</a>
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits

4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
<a href="#">4358</a>	<a href="#">Employee Security (BP and AR)</a>
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave
6117	Year-Round Schedules
<a href="#">6173</a>	<a href="#">Education for Homeless Children (BP/AR/E(1)/E(1))</a>
9310	Board Policies
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

**Exhibit 4212.9-E(1): Employee Notifications**

**Status:**  
ADOPTED

**Original Adopted Date:** 05/01/2016 | **Last Revised Date:** 03/01/2022 | **Last Reviewed Date:** 03/01/2022

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, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually	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	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
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



<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>			
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
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, 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
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
With each paycheck	Labor Code 246	AR 4161.1 AR 4261.1 4361.1	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
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>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>			
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	Labor Code 6409.6	AR 4157 4257 4357	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
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
<a href="#"><u>To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when principal believes needs the information for the protection of self or others when working with student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses</u></a>	<a href="#"><u>Welfare and Institutions Code 827</u></a>	<a href="#"><u>AR 4158</u></a> <a href="#"><u>4258</u></a> <a href="#"><u>4358</u></a>	<a href="#"><u>Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff</u></a>
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
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program
<a href="#"><u>To all employees working with homeless families</u></a>	<a href="#"><u>42 USC 11432</u></a>	<a href="#"><u>AR 6173</u></a>	<a href="#"><u>Duties of district liaison for homeless students</u></a>

<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	34 CFR 106.8	AR 4119.11 4219.11 4319.11	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
Annually	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<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
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 probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>II. To Certificated Employees (continued)</b>			
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 employee 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employee	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
Before the end of the school year 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
<u>During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated</u>	<u>Education Code 44955.5</u>	<u>BP 4117.3</u>	<u>Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board</u>

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
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

**II. To Certificated Employees (continued)**

<a href="#">To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion</a>	<a href="#">Education Code 48201</a>	<a href="#">AR 4158</a> <a href="#">4258</a> <a href="#">4358</a>	<a href="#">Student has committed specified act that constitutes ground for suspension or expulsion</a>
--	--------------------------------------	---	---

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>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
----------------------------	--------------------------------------	--	----------------

**III. To Classified Employees**

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
--	----------------------	---------	--

<a href="#">By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15</a>	<a href="#">Education Code 45117</a>	<a href="#">AR 4217.3</a>	<a href="#">Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination</a>
--	--------------------------------------	---------------------------	--

<a href="#">During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds</a>	<a href="#">Education Code 45117</a>	<a href="#">AR 4217.3</a>	<a href="#">District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board</a>
--	--------------------------------------	---------------------------	---

At least 60 days prior to <a href="#">the effective date of layoff</a> , <del>or by April 29 for</del> <a href="#">if the employee's position must be eliminated due to the expiration of a specially funded program that expires at end of school year</a>	Education Code 45117	AR 4217.3	Notice of layoff <a href="#">date</a> , <a href="#">displacement</a> and reemployment rights
---	----------------------	-----------	--

<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>			
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 permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy; <a href="#">prior to administration of each drug or alcohol test</a>
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>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<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 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>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</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
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employee 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
<a href="#"><u>When document identifying employee who is victim of domestic violence is disclosed</u></a>	<a href="#"><u>Labor Code 230</u></a>	<a href="#"><u>AR 4158</u></a> <a href="#"><u>4258</u></a> <a href="#"><u>4358</u></a>	<a href="#"><u>Accommodations and leave for victims of domestic violence</u></a>
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

<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

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling, limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status, alleged misconduct
8 CCR 3204	Employees exposed to bloodborne pathogens standard
8 CCR 5191	Chemical hygiene plan



8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44031	Personnel file contents, inspection
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices, certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures, districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified, administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
<a href="#">Ed. Code 44955.5</a>	<a href="#">Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance</a>
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45117	Notice of layoff, classified employees
Ed. Code 45169	Employee salary data, classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave

Ed. Code 46162	Notice of public hearing on block schedule
<a href="#">Ed. Code 48201</a>	<a href="#">Transfer student's record for acts that resulted in suspension or expulsion</a>
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
<a href="#">Lab. Code 230</a>	<a href="#">Accommodations and leave for victims of domestic violence</a>
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation, claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act, notification requirement
Pen. Code 11166.5	Employment, statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
<a href="#">Welfare and Institutions Code 827</a>	<a href="#">Limited exception to juvenile court record</a>
<b>Federal</b>	<b>Description</b>
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Dissemination of policy

34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act, notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
<a href="#">42 USC 11431-11435</a>	<a href="#">McKinney-Vento Homeless Assistance Act</a>
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

### Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment

4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries
<a href="#">4158</a>	<a href="#">Employee Security (BP and AR)</a>
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers

4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
<a href="#">4258</a>	<a href="#">Employee Security (BP and AR)</a>
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits

4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
<a href="#">4358</a>	<a href="#">Employee Security (BP and AR)</a>
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave
6117	Year-Round Schedules
<a href="#">6173</a>	<a href="#">Education for Homeless Children (BP/AR/E(1)/E(1))</a>
9310	Board Policies
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

**Exhibit 4312.9-E(1): Employee Notifications**

**Status:**  
ADOPTED

**Original Adopted Date:** 05/01/2016 | **Last Revised Date:** 03/01/2022 | **Last Reviewed Date:** 03/01/2022

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, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually	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	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
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

<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>			
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
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, 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
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
With each paycheck	Labor Code 246	AR 4161.1 AR 4261.1 4361.1	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
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>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>			
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	Labor Code 6409.6	AR 4157 4257 4357	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
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
<a href="#"><u>To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when principal believes needs the information for the protection of self or others when working with student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses</u></a>	<a href="#"><u>Welfare and Institutions Code 827</u></a>	<a href="#"><u>AR 4158</u></a> <a href="#"><u>4258</u></a> <a href="#"><u>4358</u></a>	<a href="#"><u>Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff</u></a>
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
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program
<a href="#"><u>To all employees working with homeless families</u></a>	<a href="#"><u>42 USC 11432</u></a>	<a href="#"><u>AR 6173</u></a>	<a href="#"><u>Duties of district liaison for homeless students</u></a>

<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	34 CFR 106.8	AR 4119.11 4219.11 4319.11	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
Annually	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<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
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 probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>II. To Certificated Employees (continued)</b>			
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 employee 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employee	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
Before the end of the school year 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
<u>During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated</u>	<u>Education Code 44955.5</u>	<u>BP 4117.3</u>	<u>Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board</u>

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
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

**II. To Certificated Employees (continued)**

<a href="#">To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion</a>	<a href="#">Education Code 48201</a>	<a href="#">AR 4158</a> <a href="#">4258</a> <a href="#">4358</a>	<a href="#">Student has committed specified act that constitutes ground for suspension or expulsion</a>
--	--------------------------------------	---	---

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>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
----------------------------	--------------------------------------	--	----------------

**III. To Classified Employees**

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
--	----------------------	---------	--

<a href="#">By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15</a>	<a href="#">Education Code 45117</a>	<a href="#">AR 4217.3</a>	<a href="#">Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination</a>
--	--------------------------------------	---------------------------	--

<a href="#">During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds</a>	<a href="#">Education Code 45117</a>	<a href="#">AR 4217.3</a>	<a href="#">District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board</a>
--	--------------------------------------	---------------------------	---

At least 60 days prior to <a href="#">the effective date of layoff</a> , <del>or by April 29 for</del> <a href="#">if the employee's position must be eliminated due to the expiration of a specially funded program that expires at end of school year</a>	Education Code 45117	AR 4217.3	Notice of layoff <a href="#">date</a> , <a href="#">displacement</a> and reemployment rights
---	----------------------	-----------	--

<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>			
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 permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy; <a href="#">prior to administration of each drug or alcohol test</a>
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>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
----------------------------	--------------------------------------	--	----------------

**IV. To Administrative/Supervisory Personnel**

To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the 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>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</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
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employee 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
<a href="#"><u>When document identifying employee who is victim of domestic violence is disclosed</u></a>	<a href="#"><u>Labor Code 230</u></a>	<a href="#"><u>AR 4158</u></a> <a href="#"><u>4258</u></a> <a href="#"><u>4358</u></a>	<a href="#"><u>Accommodations and leave for victims of domestic violence</u></a>
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

<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

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling, limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status, alleged misconduct
8 CCR 3204	Employees exposed to bloodborne pathogens standard
8 CCR 5191	Chemical hygiene plan

8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44031	Personnel file contents, inspection
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices, certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures, districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified, administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
<a href="#">Ed. Code 44955.5</a>	<a href="#">Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance</a>
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45117	Notice of layoff, classified employees
Ed. Code 45169	Employee salary data, classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave



Ed. Code 46162	Notice of public hearing on block schedule
<a href="#">Ed. Code 48201</a>	<a href="#">Transfer student's record for acts that resulted in suspension or expulsion</a>
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
<a href="#">Lab. Code 230</a>	<a href="#">Accommodations and leave for victims of domestic violence</a>
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation, claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act, notification requirement
Pen. Code 11166.5	Employment, statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
<a href="#">Welfare and Institutions Code 827</a>	<a href="#">Limited exception to juvenile court record</a>
<b>Federal</b>	<b>Description</b>
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Dissemination of policy

34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act, notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
<a href="#">42 USC 11431-11435</a>	<a href="#">McKinney-Vento Homeless Assistance Act</a>
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

### Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment

4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries
<a href="#">4158</a>	<a href="#">Employee Security (BP and AR)</a>
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers

4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
<a href="#">4258</a>	<a href="#">Employee Security (BP and AR)</a>
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits

4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
<a href="#">4358</a>	<a href="#">Employee Security (BP and AR)</a>
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave
6117	Year-Round Schedules
<a href="#">6173</a>	<a href="#">Education for Homeless Children (BP/AR/E(1)/E(1))</a>
9310	Board Policies
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

**Policy 4141.6: Concerted Action/Work Stoppage**

**Status:** ADOPTED

Original Adopted Date: 12/01/1989 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following optional policy may be revised to reflect district practice.

The Governing Board recognizes the importance of maintaining ongoing positive relations with employees and engaging in fair, respectful negotiations with employee organizations. The Board desires to reach agreement on employment contracts in a manner that ~~does not prevents~~ disruption to school operations ~~or~~ and minimizes impact on student achievement.

The Board recognizes that advance planning is necessary to ensure that, in the event of a work stoppage, strike, or other concerted employee activity, students continue to receive the educational services to which they are entitled ~~in the event of a work slowdown, sickout, strike, or other concerted activity by employees~~. The Superintendent or designee shall develop a written plan which shall include strategies for the provision of internal and external communications, preservation of student and staff safety, maintenance of district operations, and appropriate student instruction and supervision during a work slowdown or stoppage.

CSBA NOTE: The Governing Board may extend the school year, if necessary, to make up for days lost during a work stoppage. However, any extension of the school year that may impact represented employees' work year may be subject to bargaining with the employee organizations.

Days of instruction lost due to a work stoppage may be made up following the end of the normal school year.

If an employee organization gives notice that it intends to strike, the Superintendent or designee shall notify the Public Employment Relations Board, Employment Development Department, employees in the striking unit, other district employees ~~in the nonstriking unit~~, parents/guardians, students, law enforcement, the media, and others as appropriate.

CSBA NOTE: Because the legality of strikes and strike conduct is dependent on the specific circumstances, reflected in the see accompanying administrative regulation, the district should consult legal counsel before threatening or instituting discipline against an employee who has engaged in such activities. Also see BP/AR 4119.25/4219.25/4319.25 - Political Activities for information about permissible and prohibited political activities of employees and employee organizations.

Employees should be held accountable for their behavior during any labor dispute. The district may take disciplinary action against any employee who engages in an unlawful concerted action or in unlawful behavior in an otherwise protected activity, taking into account the seriousness of the behavior and the district's efforts to rebuild relations following the withholding of services by employees.

CSBA NOTE: Government Code 3140-3142, (the Public Employee Health Protection Act), as added by AB 237 (Ch. 740, Statutes of 2021), prohibits California public employers, including school districts and county offices of education, from discontinuing or threatening to discontinue employer contributions for health care or other medical coverage for employees who, during an authorized strike, fall below the minimum work hours required to qualify for employee health care coverage. An employer that violates this law may be required to restore any premiums, contributions, or out-of-pocket expenses

[paid by an employee as a result of the employer's violation.](#)

[However, the district shall not discontinue or threaten to discontinue employer contributions for health care or other medical coverage for any employee or their enrolled dependents for the duration of the employee's participation in an authorized strike, as defined in Government Code 3141 and specified in the accompanying administrative regulation.](#)

---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State**

Ed. Code 35204

**Description**

Contract with attorney in private practice

Ed. Code 35205

Contract for legal services

Ed. Code 37200-37202

School calendar

Gov. Code 3548.3548.8

Impasse Procedures

~~Ins. Code 10116~~

~~Employee continuation of insurance coverage~~

**Federal****Description**

~~29 USC 1161-1169—Continuation coverage and additional standards for group health plan~~

Gov. Code 3540-3549.3

Educational Employment Relations Act

Gov. Code 3543.5-3543.6

Unfair labor practices

Gov. Code 3548.3548.8

Impasse procedures

**Management Resources****Description**

Public Employment Relations Board Decision

Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110

Public Employment Relations Board Decision

Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152

Website

California Public Employment Relations Board

Website

State Mediation and Conciliation Service (SMCS)

Website

CSBA

**Cross References****Code****Description**

0400

Comprehensive Plans

0450

Comprehensive Safety Plan

0450

Comprehensive Safety Plan

1100

Communication With The Public

1112

Media Relations

1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3512	Equipment
3512-E(1)	Equipment
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4113	Assignment
4113	Assignment
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4354	Health And Welfare Benefits



4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
6111	School Calendar
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9000	Role Of The Board
9320	Meetings And Notices

**Policy 4241.6: Concerted Action/Work Stoppage**

**Status:** ADOPTED

Original Adopted Date: 12/01/1989 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following optional policy may be revised to reflect district practice.

The Governing Board recognizes the importance of maintaining ongoing positive relations with employees and engaging in fair, respectful negotiations with employee organizations. The Board desires to reach agreement on employment contracts in a manner that ~~does not prevents~~ disruption to school operations ~~or and minimizes~~ impact on student achievement.

The Board recognizes that advance planning is necessary to ensure that, in the event of a work stoppage, strike, or other concerted employee activity, students continue to receive ~~the~~ educational services to which they are entitled ~~in the event of a work slowdown, sickout, strike, or other concerted activity by employees~~. The Superintendent or designee shall develop a written plan which shall include strategies for the provision of internal and external communications, preservation of student and staff safety, maintenance of district operations, and appropriate student instruction and supervision during a work slowdown or stoppage.

CSBA NOTE: The Governing Board may extend the school year, if necessary, to make up for days lost during a work stoppage. However, any extension of the school year that may impact represented employees' work year may be subject to bargaining with the employee organizations.

Days of instruction lost due to a work stoppage may be made up following the end of the normal school year.

If an employee organization gives notice that it intends to strike, the Superintendent or designee shall notify the Public Employment Relations Board, Employment Development Department, employees in the striking unit, other district employees ~~in the nonstriking unit~~, parents/guardians, students, law enforcement, the media, and others as appropriate.

CSBA NOTE: Because the legality of strikes and strike conduct is dependent on the specific circumstances, reflected in the see accompanying administrative regulation, the district should consult legal counsel before threatening or instituting discipline against an employee who has engaged in such activities. Also see BP/AR 4119.25/4219.25/4319.25 - Political Activities for information about permissible and prohibited political activities of employees and employee organizations.

Employees should be held accountable for their behavior during any labor dispute. The district may take disciplinary action against any employee who engages in an unlawful concerted action or in unlawful behavior in an otherwise protected activity, taking into account the seriousness of the behavior and the district's efforts to rebuild relations following the withholding of services by employees.

CSBA NOTE: Government Code 3140-3142, (the Public Employee Health Protection Act), as added by AB 237 (Ch. 740, Statutes of 2021), prohibits California public employers, including school districts and county offices of education, from discontinuing or threatening to discontinue employer contributions for health care or other medical coverage for employees who, during an authorized strike, fall below the minimum work hours required to qualify for employee health care coverage. An employer that violates this law may be required to restore any premiums, contributions, or out-of-pocket expenses

[paid by an employee as a result of the employer's violation.](#)

[However, the district shall not discontinue or threaten to discontinue employer contributions for health care or other medical coverage for any employee or their enrolled dependents for the duration of the employee's participation in an authorized strike, as defined in Government Code 3141 and specified in the accompanying administrative regulation.](#)

---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State**

Ed. Code 35204

**Description**

Contract with attorney in private practice

Ed. Code 35205

Contract for legal services

Ed. Code 37200-37202

School calendar

Gov. Code 3548.3548.8

Impasse Procedures

~~Ins. Code 10116~~

~~Employee continuation of insurance coverage~~

**Federal****Description**

~~29 USC 1161-1169—Continuation coverage and additional standards for group health plan~~

Gov. Code 3540-3549.3

Educational Employment Relations Act

Gov. Code 3543.5-3543.6

Unfair labor practices

Gov. Code 3548.3548.8

Impasse procedures

**Management Resources****Description**

Public Employment Relations Board Decision

Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110

Public Employment Relations Board Decision

Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152

Website

California Public Employment Relations Board

Website

State Mediation and Conciliation Service (SMCS)

Website

CSBA

**Cross References****Code****Description**

0400

Comprehensive Plans

0450

Comprehensive Safety Plan

0450

Comprehensive Safety Plan

1100

Communication With The Public

1112

Media Relations

1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3512	Equipment
3512-E(1)	Equipment
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4113	Assignment
4113	Assignment
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4354	Health And Welfare Benefits

4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
6111	School Calendar
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9000	Role Of The Board
9320	Meetings And Notices

**Regulation 4141.6: Concerted Action/Work Stoppage**

**Status:** ADOPTED

Original Adopted Date: 12/01/1989 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following optional regulation may be revised to reflect district practice.

The legality of public employee work stoppages in California is not specifically addressed in statutes and depends on the type of work stoppage, what provoked it and other circumstances. Generally, the Public Employment Relations Board ([PERB](#)) has exclusive jurisdiction to determine if a strike is protected or unprotected under the Educational Employment Relations Act (Government Code 3540-3549.3). Districts may request that PERB seek an injunction to stop a strike or to limit certain strike behavior.

### Maintenance of District Operations

During any work stoppage, strike, or other concerted employee activity, the Superintendent or designee shall take measures to minimize disruption to district operations and student learning. At the discretion of the Superintendent or designee, employees reporting for duty may be temporarily assigned to other duties. In addition, the Superintendent or designee may hire qualified substitute and/or temporary employees as needed to maintain district operations and shall recommend to the Governing Board an appropriate rate of pay for such employees for the period of the work stoppage.

~~CSBA NOTE: The district may extend the school year, if necessary, to make up for days lost during a work stoppage.~~

### Strike Plan

The Superintendent or designee may establish a committee to develop a plan in the event of a work stoppage. This committee may include district-level staff, legal counsel, the district's negotiator and parents/guardians.

The strike plan shall address, at a minimum, the following elements:

1. Roles and responsibilities during a work stoppage, including roles of the Board, Superintendent, district-level staff, legal counsel, principals, certificated or classified staff when they are not participating in the strike, substitutes and other employees
2. Criteria for keeping schools open during a work stoppage, including potential costs, availability of qualified substitutes or other staffing, and the ability to maintain ~~the quality of the educational program and other~~ essential services and ~~the ability~~ to ensure the safety of students and staff
3. Maintenance of the educational program, including availability of lesson plans and instructional materials, alternatives for handling special education and other programs as appropriate
4. Internal communications among district staff and the Board during a work stoppage
5. Plans for obtaining and paying for the services of and communicating with temporary or substitute employees

6. Status of district-paid benefits, including health care, insurance, vacation and sick leave benefits
7. Communications with parents/guardians, the media, business partners, public officials and other community members that identify key messages, strategies and district spokespersons
8. Equipment and supply needs
9. Desirability and feasibility of conducting extracurricular activities during a work stoppage including an analysis of the number of events and activities that would be affected, the availability of staffing, the degree of student and/or community participation and the ability to provide adequate security at events
10. Contingency plans for transportation
11. Contingency plans for the provision of food services
12. Identification of outside resources who may be called upon to help with school operations
13. Coordination with law enforcement and other agencies
14. Appropriate safeguards for the safety of students, working employees, substitutes, volunteers, parent/guardians and Board members
15. Provisions for safe, effective board meetings
16. Cost estimates for the various strategies to be implemented during a work stoppage
17. Legal remedies available to enjoin the work stoppage if possible or to file unfair labor practice charges against the employee organization
18. Continuation of negotiations during a work stoppage
19. Plans for resuming normal district operations, rebuilding relations and disciplining employees if necessary after the work stoppage

### **Activities of Employees**

CSBA NOTE: In situations where strikes by employees are protected by the EERA, not all strike behavior is legal and employees who engage in unprotected activity may be subject to disciplinary action. Under most circumstances, peaceful picketing in areas considered public forums, distributing handbills or leaflets to employees or the public and letter writing are protected by the U.S. Constitution and California Constitution. However, picketers have no right to violate criminal laws or engage in misconduct which "may reasonably tend to coerce or intimidate [nonstriking] employees in the exercise of their rights" (*Fresno Unified School District*).

The district shall not impose or threaten to impose reprisals, discriminate or threaten to discriminate, or otherwise interfere with, restrain or coerce employees for the exercise of their rights. (Government Code 3543.5-3543.6)

Employees engaging in a work stoppage shall not prevent access to school facilities by other employees, substitutes or students; use or threaten physical violence or bodily injury; trespass; distribute malicious or defamatory leaflets or materials; or otherwise coerce or intimidate individuals in the conduct of school business.

During an actual or threatened work stoppage, an employee shall not retain [in his/her possessions](#) any

district property, including but not limited to student attendance and grading records, lesson plans, keys, equipment and supplies.

CSBA NOTE: PERB has found certain employees' strike activities related to students to be unprotected under the EERA, including sending notes about a labor dispute to parents/guardians through the students as well as addressing students during duty time by stopping a school bus to encourage students to support a strike (*Konocti Unified School District*).

Employees shall not use students to distribute messages that promote or explain the position of any employee organization that is contemplating or engaged in a work stoppage. In addition, employees shall not use classroom or other duty time to promote an employee organization's position in negotiations or in a work stoppage.

When students raise questions related to a work stoppage, teachers shall approach the subject in accordance with the district's policy on controversial issues and shall not allow such discussions to interfere with their regular teaching responsibilities.

### Salary and Benefits

Employees withholding services shall not receive salary or unemployment benefits during the period of the work stoppage.

CSBA NOTE: The district should consult legal counsel regarding its obligations to continue to pay benefits during a work stoppage and revise the following section accordingly. The district may be required to continue certain benefits depending on the number of days employees are absent from work or to offer employees an opportunity to pay for their own coverage.

Government Code 3140-3142, (the Public Employee Health Protection Act), as added by AB 237 (Ch. 740, Statutes of 2021), prohibits California public employers, including school districts and county offices of education, from discontinuing employer contributions for health care or medical coverage for employees who, during an authorized strike, fall below the minimum work hours required to qualify for coverage. An employer that violates this law may be required to restore any premiums, contributions, or out-of-pocket expenses paid by an employee as a result of the employer's violation.

Any employee withholding services may be subject to the loss of payroll deduction privileges.

~~The district may not pay contributions to health care benefits if employees fail to work the minimum number of hours per month as specified in the collective bargaining agreement, Board policy or administrative regulation. However, the district shall offer employees the option of paying their own coverage under COBRA. (29 USC 1161-1169)~~

~~If the district determines that it will withhold its contributions to employees' life and disability insurance, employees shall be offered an opportunity to retain these coverages by paying the contributions themselves. (Insurance Code 10116)~~

Throughout the duration of any enrolled employee's participation in an authorized strike, the district shall not fail or refuse to maintain and pay for the employee's continued health care or other medical coverage or the coverage of their enrolled dependents, nor shall the district fail to collect and remit the employee's contributions to any such coverage. The district shall maintain the coverage at the same level and under the same conditions that the coverage would have been provided if the employee had continued to work in the employee's position for the duration of the strike. Health care or other medical coverage for this



[purpose includes coverage for medical, dental, vision, behavioral health, disability, accidental death and dismemberment, life, and supplemental health insurance benefits. \(Government Code 3141-3142\)](#)  
[“Authorized strike” means a strike sanctioned by the central labor council or the membership of an employee organization that represents the striking employees, or one that is engaged in by unrepresented employees. \(Government Code 3141\)](#)

Employees whose vacation leave has been authorized prior to the work stoppage shall receive vacation pay for the authorized period.

If an employee is on a paid sick or disability leave when the work stoppage begins, [the employee](#) shall be entitled to continued payment as long as [the employee](#) remains ill or disabled and is otherwise eligible according to Board policy and collective bargaining agreements.

The Superintendent or designee may determine that credit shall not be applied toward probationary service, salary schedule advancement, permanent status, vacation earnings, retirement credit or sick leave accrual during the period of time that employees withhold services.

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
Ed. Code 35204	Contract with attorney in private practice
Ed. Code 35205	Contract for legal services
Ed. Code 37200-37202	School calendar
<a href="#">Gov. Code 3140-3142</a>	<a href="#">Public Employee Health Protection Act</a>
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3543.5-3543.6	Unfair labor practices
Gov. Code 3548.3548.8	Impasse procedures
<del><a href="#">Ins. Code 10116</a></del>	<del><a href="#">Employee continuation of insurance coverage</a></del>
<del><a href="#">29 USC 1161-1169</a></del>	<del><a href="#">Continuation coverage and additional standards for a group health plan</a></del>

<b>Management Resources</b>	<b>Description</b>
Public Employment Relations Board Decision	Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110
Public Employment Relations Board Decision	Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152
Website	California Public Employment Relations Board
Website	State Mediation and Conciliation Service (SMCS)
Website	CSBA

**Cross References**

<b>Code</b>	<b>Description</b>
-------------	--------------------

0400	Comprehensive Plans
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1100	Communication With The Public
1112	Media Relations
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3512	Equipment
3512-E(1)	Equipment
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4113	Assignment
4113	Assignment
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations

4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
6111	School Calendar
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9000	Role Of The Board
9320	Meetings And Notices

**Regulation 4241.6: Concerted Action/Work Stoppage**

**Status:** ADOPTED

Original Adopted Date: 12/01/1989 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following optional regulation may be revised to reflect district practice.

The legality of public employee work stoppages in California is not specifically addressed in statutes and depends on the type of work stoppage, what provoked it and other circumstances. Generally, the Public Employment Relations Board ([PERB](#)) has exclusive jurisdiction to determine if a strike is protected or unprotected under the Educational Employment Relations Act (Government Code 3540-3549.3). Districts may request that PERB seek an injunction to stop a strike or to limit certain strike behavior.

### Maintenance of District Operations

During any work stoppage, strike, or other concerted employee activity, the Superintendent or designee shall take measures to minimize disruption to district operations and student learning. At the discretion of the Superintendent or designee, employees reporting for duty may be temporarily assigned to other duties. In addition, the Superintendent or designee may hire qualified substitute and/or temporary employees as needed to maintain district operations and shall recommend to the Governing Board an appropriate rate of pay for such employees for the period of the work stoppage.

~~CSBA NOTE: The district may extend the school year, if necessary, to make up for days lost during a work stoppage.~~

### Strike Plan

The Superintendent or designee may establish a committee to develop a plan in the event of a work stoppage. This committee may include district-level staff, legal counsel, the district's negotiator and parents/guardians.

The strike plan shall address, at a minimum, the following elements:

1. Roles and responsibilities during a work stoppage, including roles of the Board, Superintendent, district-level staff, legal counsel, principals, certificated or classified staff when they are not participating in the strike, substitutes and other employees
2. Criteria for keeping schools open during a work stoppage, including potential costs, availability of qualified substitutes or other staffing, and the ability to maintain ~~the quality of the educational program and other~~ essential services and the ability to ensure the safety of students and staff
3. Maintenance of the educational program, including availability of lesson plans and instructional materials, alternatives for handling special education and other programs as appropriate
4. Internal communications among district staff and the Board during a work stoppage
5. Plans for obtaining and paying for the services of and communicating with temporary or substitute employees
6. Status of district-paid benefits, including health care, insurance, vacation and sick leave benefits

7. Communications with parents/guardians, the media, business partners, public officials and other community members that identify key messages, strategies and district spokespersons
8. Equipment and supply needs
9. Desirability and feasibility of conducting extracurricular activities during a work stoppage including an analysis of the number of events and activities that would be affected, the availability of staffing, the degree of student and/or community participation and the ability to provide adequate security at events
10. Contingency plans for transportation
11. Contingency plans for the provision of food services
12. Identification of outside resources who may be called upon to help with school operations
13. Coordination with law enforcement and other agencies
14. Appropriate safeguards for the safety of students, working employees, substitutes, volunteers, parent/guardians and Board members
15. Provisions for safe, effective board meetings
16. Cost estimates for the various strategies to be implemented during a work stoppage
17. Legal remedies available to enjoin the work stoppage if possible or to file unfair labor practice charges against the employee organization
18. Continuation of negotiations during a work stoppage
19. Plans for resuming normal district operations, rebuilding relations and disciplining employees if necessary after the work stoppage

### **Activities of Employees**

CSBA NOTE: In situations where strikes by employees are protected by the EERA, not all strike behavior is legal and employees who engage in unprotected activity may be subject to disciplinary action. Under most circumstances, peaceful picketing in areas considered public forums, distributing handbills or leaflets to employees or the public and letter writing are protected by the U.S. Constitution and California Constitution. However, picketers have no right to violate criminal laws or engage in misconduct which "may reasonably tend to coerce or intimidate [nonstriking] employees in the exercise of their rights" (*Fresno Unified School District*).

The district shall not impose or threaten to impose reprisals, discriminate or threaten to discriminate, or otherwise interfere with, restrain or coerce employees for the exercise of their rights. (Government Code 3543.5-3543.6)

Employees engaging in a work stoppage shall not prevent access to school facilities by other employees, substitutes or students; use or threaten physical violence or bodily injury; trespass; distribute malicious or defamatory leaflets or materials; or otherwise coerce or intimidate individuals in the conduct of school business.

During an actual or threatened work stoppage, an employee shall not retain ~~in his/her possessions~~ any district property, including but not limited to student attendance and grading records, lesson plans, keys, equipment and supplies.

CSBA NOTE: PERB has found certain employees' [s-strike](#) activities related to students to be unprotected under the EERA, including sending notes about a labor dispute to parents/[guardians](#) through the students as well as addressing students during duty time by stopping a school bus to encourage students to support a strike (*Konocti Unified School District*).

Employees shall not use students to distribute messages that promote or explain the position of any employee organization that is contemplating or engaged in a work stoppage. In addition, employees shall not use classroom or other duty time to promote an employee organization's position in negotiations or in a work stoppage.

When students raise questions related to a work stoppage, teachers shall approach the subject in accordance with the district's policy on controversial issues and shall not allow such discussions to interfere with their regular teaching responsibilities.

### Salary and Benefits

Employees withholding services shall not receive salary or unemployment benefits during the period of the work stoppage.

CSBA NOTE: The district should consult legal counsel regarding its obligations to continue to pay benefits during a work stoppage and revise the following section accordingly. The district may be required to continue certain benefits depending on the number of days employees are absent from work or to offer employees an opportunity to pay for their own coverage.

[Government Code 3140-3142, \(the Public Employee Health Protection Act\), as added by AB 237 \(Ch. 740, Statutes of 2021\), prohibits California public employers, including school districts and county offices of education, from discontinuing employer contributions for health care or medical coverage for employees who, during an authorized strike, fall below the minimum work hours required to qualify for coverage. An employer that violates this law may be required to restore any premiums, contributions, or out-of-pocket expenses paid by an employee as a result of the employer's violation.](#)

Any employee withholding services may be subject to the loss of payroll deduction privileges.

~~The district may not pay contributions to health care benefits if employees fail to work the minimum number of hours per month as specified in the collective bargaining agreement, Board policy or administrative regulation. However, the district shall offer employees the option of paying their own coverage under COBRA. (29 USC 1161-1169)~~

~~If the district determines that it will withhold its contributions to employees' life and disability insurance, employees shall be offered an opportunity to retain these coverages by paying the contributions themselves. (Insurance Code 10116)~~

[Throughout the duration of any enrolled employee's participation in an authorized strike, the district shall not fail or refuse to maintain and pay for the employee's continued health care or other medical coverage or the coverage of their enrolled dependents, nor shall the district fail to collect and remit the employee's contributions to any such coverage. The district shall maintain the coverage at the same level and under the same conditions that the coverage would have been provided if the employee had continued to work in the employee's position for the duration of the strike. Health care or other medical coverage for this purpose includes coverage for medical, dental, vision, behavioral health, disability, accidental death and dismemberment, life, and supplemental health insurance benefits. \(Government Code 3141-3142\) "Authorized strike" means a strike sanctioned by the central labor council or the membership of an employee organization that represents the striking employees, or one that is engaged in by](#)

[unrepresented employees. \(Government Code 3141\)](#)

Employees whose vacation leave has been authorized prior to the work stoppage shall receive vacation pay for the authorized period.

If an employee is on a paid sick or disability leave when the work stoppage begins, [the employee](#) shall be entitled to continued payment as long as [the employee](#) remains ill or disabled and is otherwise eligible according to Board policy and collective bargaining agreements.

The Superintendent or designee may determine that credit shall not be applied toward probationary service, salary schedule advancement, permanent status, vacation earnings, retirement credit or sick leave accrual during the period of time that employees withhold services.

---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State**

Ed. Code 35204

**Description**

Contract with attorney in private practice

Ed. Code 35205

Contract for legal services

Ed. Code 37200-37202

School calendar

[Gov. Code 3140-3142](#)

[Public Employee Health Protection Act](#)

Gov. Code 3540-3549.3

Educational Employment Relations Act

Gov. Code 3543.5-3543.6

Unfair labor practices

Gov. Code 3548.3548.8

Impasse procedures

[Ins. Code 10116](#)

[Employee continuation of insurance coverage](#)

[29 USC 1161-1169](#)

[Continuation coverage and additional standards for a group health plan](#)

**Management Resources**

Public Employment Relations Board Decision

**Description**

Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110

Public Employment Relations Board Decision

Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152

Website

California Public Employment Relations Board

Website

State Mediation and Conciliation Service (SMCS)

Website

CSBA

**Cross References**

**Code**

0400

**Description**

Comprehensive Plans

0450

Comprehensive Safety Plan

0450	Comprehensive Safety Plan
1100	Communication With The Public
1112	Media Relations
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3512	Equipment
3512-E(1)	Equipment
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4113	Assignment
4113	Assignment
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits



4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
6111	School Calendar
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9000	Role Of The Board
9320	Meetings And Notices

**Policy 5111: Admission**

**Status:** ADOPTED

**Original Adopted Date:** 04/01/2015 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

CSBA NOTE: Pursuant to Education Code 48200, all children ages 6-18 years are subject to compulsory full-time education, unless specifically exempted. See BP/AR 5112.1 - Exemptions from Attendance for further information about such exemptions.

Pursuant to Education Code 234.7, ~~as added by AB 699 (Ch. 493, Statutes of 2017)~~, districts are mandated to adopt policy, equivalent to a model policy developed by the California Attorney General, which prohibits the solicitation or collection of information regarding the immigration or citizenship status of students and their families, unless otherwise required by law. See the Office of the Attorney General's publication "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues," available on its web site. These requirements are addressed in the following policy and BP/AR 5111.1 - District Residency.

In *Plyler v. Doe*, the U.S. Supreme Court ruled that, under the Fourteenth Amendment to the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, "Information on the Rights of All Children to Enroll in School," jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented. For further discussion of these issues, see CSBA's Legal Guidance ~~on~~ "Providing All Children Equal Access to Education, Regardless of Immigration Status." Also see CSBA's legal guidance also includes a sample board resolution "Providing All Children Equal Access to Education, Regardless of Immigration Status," available on its web site, that may be used to inform students, parents/guardians, and the community of students' rights under current law to attend a district school regardless of their citizenship or immigration status.

The Governing Board encourages the enrollment and appropriate placement of all ~~school-aged~~ children who are eligible for enrollment in school. The Superintendent or designee shall inform parents/guardians of children seeking admission to a district school ~~at any grade level~~ about admission requirements and shall assist them with enrollment procedures.

~~CSBA NOTE: Education Code 49452.9 requires that district enrollment forms include an informational item about affordable health care options and available enrollment assistance. Pursuant to Education Code 49452.9, the district could accomplish this by developing its own informational item or using a flier developed by the California Department of Education.~~

~~The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)~~

## Verification of Admission Eligibility

CSBA NOTE: Admission requirements include age criteria for [grades Transitional Kindergarten-1](#); see the accompanying administrative regulation [and BP 6170.1 - Transitional Kindergarten](#). Other admission requirements are addressed in AR 5111.1 - District Residency, BP/AR 5141.31 - Immunizations, and AR 5141.32 - Health Screening for School Entry.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residence [within the district](#), immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

CSBA NOTE: Although a districts may require proof ~~of that a student's~~ residence [is](#) within the district (e.g., utility or phone bill, property tax payment receipt, rental property lease agreement, etc.), [inquiring into the citizenship or immigration status of students and their families is they are](#) prohibited, pursuant to Education Code 234.7, ~~as added by AB 699 (Ch. 493, Statutes of 2017), from inquiring into the citizenship or immigration status of students and their families~~. Consequently, consistent with the Attorney General's model policy [developed pursuant to Education Code 234.7](#), districts may not request a student's or parent/guardian's green card, visa, passport, voter registration, or other documentation that indicates citizenship status, ~~and could discourage undocumented children from enrolling in school, except when collection of such information is required to comply with state or federal reporting requirements for special programs, such as language instruction programs for English Learners. Even for those limited purposes, the information should not be collected during the admission process to avoid discouraging immigrant children from enrolling in school, in violation of law~~. Also see BP/AR 5111.1 - District Residency.

In addition, pursuant to Education Code 49076.7, a district is prohibited from soliciting or collecting social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. One such exception is the collection of the last four digits of the social security number for the purpose of establishing eligibility for a federal benefit program. Also see BP/AR 5125 - Student Records.

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student [or the student's/his/her](#) family members. (Education Code 234.7, 49076.7)

~~CSBA NOTE: The following paragraph reflects the Attorney General's model policy developed pursuant to Education Code 234.7. Information regarding national origin (e.g., place of birth, date of entry into the United States, and date the student first attended school in the United States) may be collected only when required to comply with state or federal reporting requirements for special programs, such as language instruction programs for English learners, but should not be collected during the admission process to avoid deterring initial school enrollment of immigrant students.~~

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or [the student's/his/her](#) parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

CSBA NOTE: The following paragraph is for use by districts that maintain grades K-1. In addition to the methods specified in Education Code 48002 for documenting a child's age for admittance to kindergarten or first grade, as listed in the accompanying administrative regulation, the Governing Board

is authorized to prescribe alternative means for proof of a child's age. The following paragraph may be revised to reflect any such alternative means approved by the Board. The following paragraph also reflects the Attorney General's model policy, ~~developed pursuant to Education Code 234.7~~, requiring that such alternative means be available to all persons regardless of immigration status, citizenship status, or national origin.

School registration information shall list all possible means of documenting a child's age for [entry into](#) grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

CSBA NOTE: State and federal law require the immediate enrollment of homeless youth (Education Code 48850, 48852.7; 42 USC 11432), foster youth (Education Code 48853.5), and former juvenile court school students (Education Code 48645.5) regardless of their ability to provide the school with records normally required for enrollment; see BP/AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, and AR 6173.3 - Education for Juvenile Court School Students. In addition, Education Code 49701 requires the district to facilitate the enrollment of children of military families and to ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements; see BP/AR 6173.2 - Education of Children of Military Families.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or [his/her-an](#) inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 200	Promotion from kindergarten to first grade
5 CCR 201	Admission to high school
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 46300	Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten
Ed. Code 46600	Agreements for admission of students desiring interdistrict attendance
Ed. Code 48000	Minimum age of admission (kindergarten)
Ed. Code 48002	Evidence of minimum age required to enter kindergarten or first grade

Ed. Code 48010	Minimum age of admission (first grade)
Ed. Code 48011	Admission from kindergarten or other school; minimum age
Ed. Code 48050-48053	Nonresidents
Ed. Code 48200	Children between ages of 6 and 18 years (compulsory full-time education)
Ed. Code 48350-48361	Open Enrollment Act
Ed. Code 48645.5	Enrollment of former juvenile court school students
Ed. Code 48850-48859	Educational placement of homeless and foster youth
Ed. Code 49076	Access to records by persons without written consent or under judicial order
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49408	Information <a href="#">foref</a> use in emergencies
<del>Ed. Code 49452.9</del>	<del>Health care coverage options and enrollment assistance</del>
Ed. Code 49700-49703	Education of children of military families
<a href="#">Civil Code 51</a>	<a href="#">Unruh Civil Rights Act</a>
<a href="#">Code of Civil Procedure 1002.7</a>	<a href="#">Provision in enrollment agreement waiving legal right, remedy, forum, proceeding or procedure; criminal sexual assault or sexual battery</a>
H&S Code 120325-120380	Educational and child care facility immunization requirements
H&S Code 121475-121520	Tuberculosis tests for students
<b>Federal</b>	<b>Description</b>
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
5 USC 552a	<del><a href="#">Note Refusal to disclose social security number</a></del> <a href="#">Records maintained on individuals</a>
<b>Management Resources</b>	<b>Description</b>
CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
Court Decision	Plyler v. Doe, 457 U.S. 202 (1982)
CSBA Publication	Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
U.S. DOJ & DOE Civil Rights Joint Publication	Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014
U.S. DOJ & DOE Civil Rights Joint Publication	Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014
U.S. DOJ & DOE Civil Rights Joint Publication	Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Website	California Department of Education <a href="https://www.cde.ca.gov/">(https://www.cde.ca.gov/)</a> ; <a href="#">Health Care Coverage and Enrollment Assistance</a>
Website	California Office of the Attorney General
Website	U.S. Department of Justice
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

## Cross References

Code	Description
5111.1	District Residency
5111.1	District Residency
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5142.1	Identification And Reporting Of Missing Children
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment

5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6170.1	Transitional Kindergarten
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	<a href="#">Education For Foster Youth (BP and AR)</a>
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students

**Policy Reference UPDATE Service**

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691

All rights reserved.

**Regulation 5111: Admission**

**Status:** ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following optional administrative regulation is for use by districts offering [grades transitional kindergarten \(TK\)](#)-1.

**Age of Admittance to [Transitional Kindergarten](#), Kindergarten and First Grade**

At the beginning of each school year, the Superintendent or designee shall enroll any eligible child whose ~~will have his/her~~ fifth or sixth birthday ~~is~~ on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

[CSBA NOTE: Education Code 48000, as amended by AB 130 \(Ch.44, Statutes of 2021\), revises the timespans for TK admittance requirements to be phased in from the 2022-23 school year to the 2025-26 school year. See BP 6170.1 - Transitional Kindergarten for eligibility and admission into TK.](#)

~~Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program Admission into transitional kindergarten shall be~~ in accordance with law and [as specified in Board Policy BP 6170.1 - Transitional Kindergarten](#). (Education Code 48000)

CSBA NOTE: The following paragraph is optional. Education Code 48000 authorizes the district, ~~at its discretion on a case-by-case basis, to allow enrollment admit children into kindergarten during the school year into kindergarten during the school year on a case-by-case basis,~~ under the conditions described below. ~~According to the "Transitional Kindergarten FAQs" issued by the California Department of Education (CDE), enrollment into TK during the school year is also permitted on a case-by-case basis and under the same conditions. CDE information on "Kindergarten in California," available on its web site, cautions that any district utilizing this option must ensure that the child has turned age five or else may jeopardize its apportionments as auditors may impose fiscal sanctions. The According to the California Department of Education's CDE "Kindergarten in California," also cautions that the some districts may risk being challenged by parents/guardians if it bases early admission on test results, maturity of the child, or preschool records to be consistent with the early admission policy and to avoid challenge by parents/guardians whose children were denied early admission.~~ The district might consider establishing a process for parents/guardians [who choose](#) to challenge denial of early entry.

On a case-by-case basis, [and with the approval of the child's parent/guardian](#), a child who will turn five years old in a given school year may be enrolled in kindergarten ~~or TK~~ at any time during that school year ~~with the approval of the child's parent/guardian~~, provided that: (Education Code 48000)

1. The Governing Board determines that admittance is in the best interest of the child.
2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.



The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to kindergarten, [as appropriate](#). In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size.

### Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

CSBA NOTE: Education Code 48002 specifies that the method of proof of age may include any appropriate means prescribed by the Governing Board. The following items reflect examples in Education Code 48002 and may be revised to reflect district practice.

Although Education Code 48002 includes a passport as a possible means for determining a child's age, the California Attorney General's model policy developed pursuant to Education Code 234.7, ~~as added by AB 699 (Ch. 493, Statutes of 2017)~~, states that districts should not require documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. [In addition, a district may not bar or discourage a child from enrolling in school because the child lacks a birth certificate or passport, or has one from a foreign country.](#) See the Office of the Attorney General's publication "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues."

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport
4. When none of the above documents is obtainable, an affidavit of the parent/guardian
5. Other means prescribed by the Board

---

#### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 200	Promotion from kindergarten to first grade
5 CCR 201	Admission to high school
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 46300	Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

Ed. Code 46600	Agreements for admission of students desiring interdistrict attendance
Ed. Code 48000	Minimum age of admission (kindergarten)
Ed. Code 48002	Evidence of minimum age required to enter kindergarten or first grade
Ed. Code 48010	Minimum age of admission (first grade)
Ed. Code 48011	Admission from kindergarten or other school; minimum age
Ed. Code 48050-48053	Nonresidents
Ed. Code 48200	Children between ages of 6 and 18 years (compulsory full-time education)
Ed. Code 48350-48361	Open Enrollment Act
Ed. Code 48645.5	Enrollment of former juvenile court school students
Ed. Code 48850-48859	Educational placement of homeless and foster youth
Ed. Code 49076	Access to records by persons without written consent or under judicial order
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49408	Information for <del>of</del> use in emergencies
<del>Ed. Code 49452.9</del>	<del>Health care coverage options and enrollment assistance</del>
Ed. Code 49700-49703	Education of children of military families
<a href="#">Civil Code 51</a>	<a href="#">Unruh Civil Rights Act</a>
<a href="#">Code of Civil Procedure 1002.7</a>	<a href="#">Provision in enrollment agreement waiving legal rights, remedy, forum, proceeding or procedure; criminal sexual assault or sexual battery</a>
H&S Code 120325-120380	Educational and child care facility immunization requirements
H&S Code 121475-121520	Tuberculosis tests for students
<b>Federal</b>	<b>Description</b>
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
5 USC 552a	<del>Note</del> <a href="#">Refusal to disclose social security number</a> <a href="#">Records maintained on individuals</a>
<b>Management Resources</b>	<b>Description</b>
CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
Court Decision	Plyler v. Doe, 457 U.S. 202 (1982)
CSBA Publication	Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

U.S. DOJ & DOE Civil Rights Joint Publication	Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014
U.S. DOJ & DOE Civil Rights Joint Publication	Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014
U.S. DOJ & DOE Civil Rights Joint Publication	Dear Colleague Letter: School Enrollment Procedures, May 8, 2014
Website	California Department of Education ( <a href="https://www.cde.ca.gov/">https://www.cde.ca.gov/</a> ), <a href="#">Health Care Coverage and Enrollment Assistance</a>
Website	California Office of the Attorney General
Website	U.S. Department of Justice
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

## Cross References

<b>Code</b>	<b>Description</b>
5111.1	District Residency
5111.1	District Residency
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry

5142.1	Identification And Reporting Of Missing Children
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6170.1	Transitional Kindergarten
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	<a href="#">Education for Foster Youth (BP and AR)</a>
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students

**Regulation 5113: Absences And Excuses**

**Status:** ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

**Excused Absences**

CSBA NOTE: Items #1-154 below reflect absences that are authorized by law to be considered as excused absences for purposes of enforcing the compulsory state attendance laws. Pursuant to Education Code 48205, absences specified in ~~items~~ #1-110, [although excused for purposes of enforcing compulsory state attendance laws](#), are considered absences in computing average daily attendance and do not generate state apportionment payments.

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

[CSBA NOTE: Pursuant to Education Code 48205, as amended by SB 14 \(Ch. 672, Statutes of 2021\), an absence due to a student's illness includes an absence for the benefit of the student's mental or behavioral health.](#)

1. Personal illness, [including absence for the benefit of the student's mental or behavioral health](#) (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)
3. Medical, dental, optometrical, or chiropractic [service or](#) appointment (Education Code 48205)
4. Attendance at funeral services for a member of the student's immediate family (Education Code 48205)

Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. Jury duty in the manner provided for by law (Education Code 48205)

CSBA NOTE: Pursuant to Education Code 48205, absence due to the illness or medical appointment of a student's child is counted as an excused absence. ~~As amended by AB 2289 (Ch. 942, Statutes of 2018), Education Code 48205 prohibits and~~ the district [is prohibited](#) from requiring a physician's note for such absences. See the section "Method of Verification" below.

6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)
7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
  - a. Appearance in court
  - b. Attendance at a funeral service
  - c. Observance of a religious holiday or ceremony
  - d. Attendance at religious retreats for no more than four hours per semester

- e. Attendance at an employment conference
  - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization
8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)
  9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at [the student's](#) a naturalization ceremony to become a United States citizen (Education Code 48205)

CSBA NOTE: Education Code 48205, as amended by AB 516 (Ch. 281, Statutes of 2021), includes an absence for the purpose of participating in a cultural ceremony or event as an excused absence.

11. [Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people](#) (Education Code 48205)

CSBA NOTE: Item #12~~4~~ below should be included only if the Governing Board has adopted a resolution permitting absences for religious instruction or exercises. See the accompanying Board policy. If these absences are allowed, Education Code 46014 mandates that the Board adopt regulations governing students' attendance at religious exercises or instruction and the reporting of such absences. These regulations should include all of ~~item~~ #1~~2~~ below and may be expanded to reflect district practice.

12. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school (Education Code 46014)

CSBA NOTE: Education Code 46014 provides that absence for participation in religious instruction or exercises will not be considered an absence for state apportionment purposes if the student attends school for at least the minimum school day and is not absent for this purpose on more than four days per school month. Pursuant to Education Code 46112, 46113, 46117, and 46141, unless otherwise provided by law, the minimum school day is generally 180 minutes for kindergarten, 230 minutes for grades 1-3, and 240 minutes for grades 4-12. For further information, see AR 6112 - School Day.

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

13. Work in the entertainment or allied industry (Education Code 48225.5)

~~Such absence shall be excused provided that the~~ [Work for a](#) student [who](#) holds a work permit authorizing ~~such~~ work [in the entertainment or allied industries and is absent](#) for a period of not more than five consecutive days. [For this purpose, student absence shall be excused for a maximum of and](#) up to five absences per school year. (Education Code 48225.5)

14. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

~~CSBA NOTE: As amended by AB 2289, Education Code 48205 clarifies that, in addition to the excused absences described in Education Code 48205 and 48225.5, students may be excused for other reasons at the discretion of school administrators.~~

15. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)

~~CSBA NOTE: AB 2289 amended Education Code 48205 to revise the definition of "immediate family" as provided in the following paragraph.~~

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

### Method of Verification

CSBA NOTE: Education Code 48205, ~~as amended by AB 2289~~, prohibits the district from requiring a physician's note for absences due to the illness or medical appointment of the student's child. However, the district is authorized to require verification of other absences. The following section should be revised to reflect district-adopted methods of verification and to specify employee(s) assigned to verify absences.

5 CCR 420-421 provide guidelines for verifying absences due to illness; quarantine; medical, dental, or eye appointments; or attendance at a funeral service of a member of a student's immediate family. 5 CCR 421 authorizes a student's absence to be verified by a school or public health nurse, attendance supervisor, physician, principal, teacher, or any other qualified district employee assigned to make such verification. Pursuant to Education Code 48205, as amended by SB 14, state regulations related to illness verification will be updated as necessary to account for a student's absence for the benefit of the student's mental or behavioral health.

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

- a. Name of student
  - b. Name of parent/guardian or parent representative
  - c. Name of verifying employee
  - d. Date(s) of absence
  - e. Reason for absence
3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in [item #2](#) above.
  4. Physician's verification.

CSBA NOTE: The following optional paragraph provides a means of verifying an excuse for confidential medical services without inquiring into the nature of the medical services.

- a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.

CSBA NOTE: The following optional paragraph provides that, after absences for illness on multiple occasions, the student may be required to bring a note from a physician to verify the illness. If a student does not have access to medical services in order to obtain such verification, the district may assist the student in obtaining the medical consultation if it is required.

- b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

## Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

CSBA NOTE: The requirement in [item #1](#) below is for use by districts whose board has adopted a resolution permitting an excused absence for religious instruction or exercises. See the accompanying Board policy and [item #124](#) in the section "Excused Absences" above.

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)

CSBA NOTE: The requirement in [item #2](#) applies to all districts. Districts that maintain only elementary grades should delete the reference to students in grades 7-12.

2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)
3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)



---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 306	Explanation of absence
5 CCR 420-421	Record of verification of absence due to illness and other causes
Ed. Code 1740	Employment of personnel to supervise attendance (county superintendent)
Ed. Code 37201	School month
Ed. Code 37223	Weekend classes
Ed. Code 41601	Reports of average daily attendance
Ed. Code 42238-42250.1	Apportionments
Ed. Code 46000	Records (attendance)
Ed. Code 46010-460154	Absences
Ed. Code 461100-4612019	Attendance in kindergarten and elementary schools
<del>Ed. Code 46110-46119</del>	<del>Attendance in kindergarten and elementary schools</del>
Ed. Code 46140-461487	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18 (compulsory full-time attendance)
Ed. Code 48210-48216	Exclusions from attendance
Ed. Code 48225.5	Work permit; excused absence; entertainment or allied industries; <a href="#">participation in not-for-profit performing arts organization</a>
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48292	Filing complaint against parent
Ed. Code 48320-48324	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48980	Parent/ <a href="#">Guardian</a> notifications
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 49701	Provisions of the interstate compact on educational opportunities for military children
Elec. Code 12302	Student participation on precinct boards
Fam. Code 6920-693029	Consent by minor for medical treatment

[Veh. Code 13202.7](#)

[Driving privileges; minors; suspension or delay for habitual truancy](#)

W&I Code 11253.5

Compulsory school attendance

W&I Code 601-601.54

Habitually truant minors

**Management Resources**

**Description**

Attorney General Opinion

66 Ops.Cal.Atty.Gen. 244 (1983)

Attorney General Opinion

87 Ops.Cal.Atty.Gen. 168 (2004)

Court Decision

American Academy of Pediatrics et al v. Lungren et al (1997)  
16 Cal.4th 307

CSBA Publication

Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010

Website

CSBA

Website

California Department of Education  
(<https://www.cde.ca.gov>)

**Cross References**

**Code**

**Description**

0450

Comprehensive Safety Plan

0450

Comprehensive Safety Plan

0470

COVID-19 Mitigation Plan

3516

Emergencies And Disaster Preparedness Plan

3516

Emergencies And Disaster Preparedness Plan

4119.41

Employees With Infectious Disease

4219.41

Employees With Infectious Disease

4319.41

Employees With Infectious Disease

5000

Concepts And Roles

5020

Parent Rights And Responsibilities

5020

Parent Rights And Responsibilities

5112.1

Exemptions From Attendance

5112.1

Exemptions From Attendance

5112.2

Exclusions From Attendance

5112.5

Open/Closed Campus

5113.1

Chronic Absence And Truancy

5113.1

Chronic Absence And Truancy

5113.11

Attendance Supervision

5113.12

District School Attendance Review Board

5113.12	District School Attendance Review Board
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131	Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.33	Head Lice
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	<a href="#">School Day (BP and AR)</a>
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6183	Home And Hospital Instruction
6184	Continuation Education

6184	Continuation Education
6185	Community Day School
6185	Community Day School

**Regulation 5142: Safety**

**Status:** ADOPTED

Original Adopted Date: 07/01/2006 | Last Revised Date: 03/2022

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice.

At ~~E~~ each school, the principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians, and readily available at the school at all times.

### Release of Students

CSBA NOTE: The following optional section may be revised to reflect district practice. For release of students during an emergency, see AR 3516 - Emergencies and Disaster Preparedness Plan.

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian
2. An adult authorized on the student's emergency card as ~~someone-an individual~~ to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity
3. An authorized law enforcement officer acting in accordance with law
4. An adult taking the student to emergency medical care at the request of the principal or designee

### Supervision of Students

CSBA NOTE: The following optional section may be revised to reflect district practice.

~~Pursuant to 5 CCR 5570-states that, unless otherwise provided by rule of the Governing Board,~~ teachers are required to be present at their rooms and admit students not less than 30 minutes before school starts ~~unless otherwise provided by rule of the Governing Board.~~ The district's collective bargaining agreement may include supervision of students. The following paragraph may be revised to maintain consistency with the district's collective bargaining agreement and/or district practice.

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time that school starts. (5 CCR 5570)

Every teacher shall hold students ~~to a strict~~ accountable for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, ~~and~~ promptly report any ~~such-unusual-observations incidents~~ to the principal or designee and file a written report as appropriate.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones on the playground and require all playground supervisors to remain outside at a location from which they can observe their entire zone of supervision and be observed by students in the supervision zone
2. Consider the size of the playground area, the number of areas that are not immediately visible obstructed from open view, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Such training shall be documented and kept on file.

### **Playground Safety**

CSBA NOTE: Health and Safety Code 115725 defines "playground" to include fall zones, surface materials, access ramps, and all areas within and including the designated enclosure and barriers.

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

### **Activities with Safety Risks**

CSBA NOTE: The following optional section lists activities that might be prohibited by the district because of high risk to student safety and should be revised to reflect district practice.

Pursuant to Government Code 831.7, public entities, including districts, are not liable to participants in a hazardous recreational activity, those who assist participants, or spectators for any damage to person or property arising out of the hazardous recreational activity when the person knew or reasonably should have known that the hazardous recreational activity created a substantial risk of injury and was voluntarily in the place of risk or having the ability to leave but failed to do so. Government Code 831.7 defines a "hazardous recreational activity" as a recreational activity conducted on school grounds that creates a substantial risk of injury, as distinguished from a minor, trivial, or insignificant risk of injury. The list below includes, but is not limited to, some of the hazardous recreational activities listed in Government Code 831.7. Prior to authorizing such activities, it is recommended that districts consult with their insurance carrier or joint powers authority or, for those who self-insure, with legal counsel. See BP/AR 3530 - Risk Management/Insurance.

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
6. Cross-country or downhill skiing
7. Motorcycling
8. Target shooting
9. Horseback riding
- 10 Rodeo
11. Archery
12. Mountain bicycling
13. Rock climbing
14. Rocketeering
15. Surfing
16. Other activities determined by the principal to have a high risk to student safety

CSBA NOTE: The following paragraph is optional. Vehicle Code 21201 establishes requirements for bicycles on roadways in regard to brakes, handlebars, size, and illumination when operated during darkness. Districts may want to provide such information to students and parents/guardians.

Students who operate or ride as a passenger on a bicycle, nonmotorized scooter, or skateboard, or wear in-line or roller skates, upon a street, bikeway, or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet.

### Events In or Around a Swimming Pool

CSBA NOTE: The following section is optional. Any district that chooses to sponsor or host an on-campus event that is not part of an interscholastic athletic program in or around a swimming pool is required to comply with the following paragraph, pursuant to Education Code 35179.6, as amended by SB 722 (Ch. 679, Statutes of 2021).

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

### **Laboratory Safety**

CSBA NOTE: The following optional section reflects the Legislature's intent as stated in Education Code 49341, and the California Department of Education's Science Safety Handbook for Public Schools.

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to implement and regularly review these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

### Eye Safety Devices

CSBA NOTE: Education Code 32031 addresses circumstances under which eye protection devices must be used.

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed the actual cost to the district. (Education Code 32030, 32031, 32033)

---

#### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 14030	Preliminary procedure, planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of pupils
5 CCR 5552	Playground supervision
5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Approval of plans and supervision of construction
Ed. Code 17365-17374	Fitness of buildings for occupancy; liability of board members



Ed. Code 32001	Fire alarms and drills
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32030-32034	Eye safety
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32240-32245	Lead-Safe Schools Protection Act
Ed. Code 32250-32254	CDE school safety and security resources unit
Ed. Code 32280-32289	School safety plans
<a href="#">Ed. Code 35179.6</a>	<a href="#">School-sponsored on-campus event in or around swimming pool</a>
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property
Ed. Code 44808.5	Permission for students to leave school grounds; notice (high school)
Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Hazing
Ed. Code 49300-49307	School safety patrols
Ed. Code 49330-49335	Injurious objects
Ed. Code 49341	Hazardous materials in school science laboratories
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 8482-8484.6	After School Education and Safety Program
Gov. Code 810-996.6	California Tort Claims Act
H&S Code 115725-115735	Playground safety
H&S Code 115775-115800	Wooden playground equipment
H&S Code 116046	Issuance of best practices guidelines for K-12 pool safety
Pen. Code 245.6	Hazing
Pub. Res. Code 5411	Purchase of equipment usable by persons with disabilities
Veh. Code 21100	Rules and regulations; crossing guards
Veh. Code 21212	Use of helmets
Veh. Code 42200	Fines and forfeitures, disposition by cities
Veh. Code 42201	Fines and forfeitures, disposition by counties
Vehicle Code 21201	Rules for operation of bicycle on roadway
<b>Management Resources</b>	<b>Description</b>

American Society for Testing and Materials	F 1487-05, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2017
California Department of Education Publication	Science Safety Handbook for California Public Schools, 2014
Court Decision	Knight v. Jewett, (1992) 3 Cal.4 <sup>th</sup> 296, 313
Court Decision	Lane v. City of Sacramento, (2010) 183 Cal. App. 4 <sup>th</sup> . 1337
Court Decision	J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4 <sup>th</sup> 123
Court Decision	Kahn v. East Side Union High School District, (2003) 31 Cal.4 <sup>th</sup> 990
Court Decision	Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741
Court Decision	Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508
Court Decision	Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4 <sup>th</sup> 1138
U.S. Consumer Product Safety Comm Publication	Public Playground Safety Handbook, 2010
Website	American Society for Testing and Materials
Website	U.S. Department of Education, Safe Schools
Website	U.S. Consumer Product Safety Commission
Website	U.S. Environmental Protection Agency
Website	California Department of Education, Safe Schools
Website	California Department of Public Health
Website	Centers for Disease Control and Prevention
<a href="#">Website</a>	<a href="https://www.nrpa.org/certification/CPSI/">National Recreation and Park Association, Certified Playground Safety Inspector Certification (https://www.nrpa.org/certification/CPSI/)</a>

## Cross References

<b>Code</b>	<b>Description</b>
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3260	Fees And Charges
3260	Fees And Charges

3452	Student Activity Funds
3512	Equipment
3512-E(1)	Equipment
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5021	Noncustodial Parents
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.4	Student Disturbances

5131.4	Student Disturbances
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5142.1	Identification And Reporting Of Missing Children
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.11	Questioning And Apprehension By Law Enforcement
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.93	Science Instruction
6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips

6163.2	Animals At School
6163.2	Animals At School
7110	Facilities Master Plan

**Policy Reference UPDATE Service**

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691  
All rights reserved.

**Exhibit 5145.6-E(1): Parental Notifications**

**Status:**  
ADOPTED

**Original Adopted Date:** 07/01/2020 | **Last Revised Date:** 03/01/2022

**Cautionary Notice:** Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of [2021 \(AB 128, Ch. 21, Statutes of 2021\)](#) ~~2020 (SB 74, Ch. 6, Statutes of 2020)~~ extends the suspension of these requirements through the [2021-22](#) ~~2020-21~~ fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures as mandated by 5 CCR 4622.

The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>I. Annually</b>			
Beginning of each school year	Education Code 222.5	BP 5146	Rights and options for pregnant and parenting students
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually (continued)</b>			
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8	AR 5145.7	Copy of sexual harassment policy as related to students; contact information for Title IX coordinator
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>I. Annually (continued)</b>			
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3 <a href="#">BP 0460</a> <a href="#">BP 3260</a> ,	Uniform complaint procedures available appeals, civil law <del>r</del> Remedies, <a href="#">coordinator, complaints about student fees and local control and accountability plan</a>
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria <a href="#">for defining school officials and</a> to determine legitimate educational interest, <a href="#">categories defined as directory information, disclosures, right to file complaint with U.S. Department of Education, course prospectus availability</a>
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year and at least one more time during school year using specified methods	Education Code 49428	None	How to access mental health services at school and/or in community
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures



<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually (continued)</b>			
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
-----------------------	--------------------------------------	--	----------------

**II. At Specific Times During the Student's Academic Career**

Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
When child first enrolls in a public school, if school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. At Specific Times During the Student's Academic Career (continued)</b>			
When participating in courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance driver training coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	BP 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students enter grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
<a href="#"><u>Before grade 12</u></a>	<a href="#"><u>Education Code 51225.8</u></a>	<a href="#"><u>AR 6143</u></a>	<a href="#"><u>Completion and submission of FAFSA and CADAA</u></a>
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	<a href="#"><u>UC and CSU</u></a> College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. At Specific Times During the Student's Academic Career (continued)</b>			
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled or reenrolled in a licensed child care center or preschool	Health and Safety Code 1596.7996	AR 5148	Information on risks and effects of lead exposure, blood lead testing
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release student's name, address, and phone number to military recruiters without prior written consent

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b>			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
<a href="#">Prior to implementing alternative schedule</a>	<a href="#">Education Code 46162</a>	<a href="#">BP 6112</a>	<a href="#">Public hearing on alternative schedule in secondary grades</a>
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
Before early entry to <a href="#">transitional kindergarten</a> or kindergarten, if <a href="#">early entry</a> offered	Education Code 48000	AR 5111 <a href="#">AR 6170.1</a>	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
When student transfers from another district or private school <a href="#">into the district</a>	Education Code 49068	AR 5125	Right to receive copy of student's record and <a href="#">a hearing</a> to challenge <del>its</del> content of <a href="#">student's record</a>
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
Annually to parents/guardians of student athletes	Education Code 49476	AR 6145.2	Opioid fact sheet

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>III. When Special Circumstances Occur (continued)</b>			
Within 30 days of foster youth, homeless youth, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 AR 6175	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school, <a href="#">transfer opportunities through California Community Colleges</a>
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857; <a href="#">22 CCR 101218.1</a>	AR 5148	Parent/guardian right to enter <a href="#">and inspect</a> facility <a href="#">and other rights as specified</a>
When a licensed child care center has a building constructed before January 1, 2010 and has drinking water tested for lead	Health and Safety Code 1597.16	AR 5148	The requirement to test the facility, and the results of the test
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school



<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies regarding excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
<a href="#">At least 14 days before change in service or other intended action,</a> upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/guardian of child's assignment

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>III. When Special Circumstances Occur (continued)</b>			
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When district receives Impact Aid funds for students residing on Indian lands, to parents/guardians of Indian children	20 USC 7704; 34 CFR 222.94	AR 3231	Relevant applications, evaluations, program plans, information about district's general educational program; opportunity to submit comments
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal; <a href="#">duties of district liaison</a> ; <a href="#">public notice</a>
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to <a href="#">receive review-records and an opportunity for hearing upon request</a>
When student complains of sexual harassment	34 CFR 106.44, 106.45	AR 5145.7	Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of complaint if applicable
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>IV. Special Education Notices</b>			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/ guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district under Section actions, procedural safeguards

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>V. Classroom/Facility Notices</b>			
<a href="#">In all district schools and offices, including staff lounges and student government meeting rooms</a>	<a href="#">Education Code 234.1</a>	<a href="#">AR 1312.3</a>	<a href="#">Uniform complaint procedures board policy and administrative regulation</a>
In each classroom used for license-exempt California State Preschool Program	Education Code <a href="#">82128235.5</a>	AR 1312.3 E 1312.3	Health and safety requirements for preschool programs; where to get complaint form
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints subject to Williams uniform complaint procedures
<a href="#">In a licensed child care and development center at a location accessible to parents/guardians</a>	<a href="#">Health and Safety Code 1596.857</a>	<a href="#">AR 5148</a>	<a href="#">Parent/guardian right to inspect, prohibition against retaliation, right to file complaint; registered sex offender database available to public; review licensing reports of facility visits and substantiated complaints against facility</a>

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 2950-2951	Hearing tests
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal

5 CCR 4702	Student transfer from school identified under Open Enrollment Act
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results
<u>22 CCR 101218.1</u>	<u>Child care licensing; parent/guardian rights</u>
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17288	Building standards for university campuses
Ed. Code 17611.5-17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
<u>Ed. Code 234.1</u>	<u>Student protections relating to discrimination, harassment, intimidation, and bullying</u>
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners, parental consultation
Ed. Code 313.2	Long-term English learner, notification
<u>Ed. Code 8212</u>	<u>Health and safety requirement for preschool programs; complaint forms</u>
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479- <u>33479.9</u>	The Eric Paredes Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Extracurricular and cocurricular activities
Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability
Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card

Ed. Code 35291	Rules for student discipline
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44808.5	Permission to leave school grounds
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes
<a href="#">Ed. Code 46162</a>	<a href="#">Alternative schedule for junior high and high school; public hearing with notice</a>
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48000	Minimum age of admission
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48204	Residency requirements
Ed. Code 48205	Absence for personal reasons
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions
Ed. Code 48207-48208	Students with temporary disabilities in hospitals
Ed. Code 48213	Prior notice of exclusion from attendance
Ed. Code 48216	Immunization
Ed. Code 48260.5	Notice regarding truancy
Ed. Code 48262	Need for parent conference regarding truancy
Ed. Code 48263	Referral to school attendance review board or probation department
Ed. Code 48301	Interdistrict transfers
Ed. Code 48350-48361	Open Enrollment Act
Ed. Code 48354	Option to transfer from school identified under Open Enrollment Act
Ed. Code 48357	Status of application for transfer from school identified under Open Enrollment Act
Ed. Code 48412	Certificate of proficiency
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 48432.5	Involuntary transfers of students
Ed. Code 48850-48859	Education of foster youth and homeless students

Ed. Code 48900.1	Parental attendance required after suspension
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48911	Notification in case of suspension
Ed. Code 48911.1	Assignment to supervised suspension classroom
Ed. Code 48912	Closed sessions; consideration of suspension
Ed. Code 48915.1	Expelled students; enrollment in another district
Ed. Code 48916	Readmission procedures
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor
Ed. Code 48980	Required notification at beginning of term
Ed. Code 48980.3	Notification of pesticide use
Ed. Code 48981	Time and means of notification
Ed. Code 48982	Parent signature acknowledging receipt of notice
Ed. Code 48983	Contents of notice
Ed. Code 48984	Activities prohibited unless notice given
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 48987	Child abuse information
Ed. Code 49013	Use of uniform complaint procedures for complaints regarding student fees
Ed. Code 49063	Notification of parental rights
Ed. Code 49067	Student evaluation; student in danger of failing course
Ed. Code 49068	Transfer of permanent enrollment and scholarship record
Ed. Code 49069	Absolute right to access
Ed. Code 49070	Challenging content of student record
Ed. Code 49073	Release of directory information
Ed. Code 49073.6	Student records; social media
Ed. Code 49076	Access to student records
Ed. Code 49077	Access to information concerning a student in compliance with court order
Ed. Code 49403	Cooperation in control of communicable disease and immunizations
Ed. Code 49423	Administration of prescribed medication for student

Ed. Code 49451	Physical examinations: parent's refusal to consent
Ed. Code 49452.5	Screening for scoliosis
Ed. Code 49452.7	Information on type 2 diabetes
Ed. Code 49452.8	Oral health assessment
Ed. Code 49456	Results of vision or hearing test
Ed. Code 49471-49472	Insurance
Ed. Code 49475	Student athletes; concussions and head injuries
Ed. Code 49480	Continuing medication regimen for nonepisodic conditions
Ed. Code 49510-49520	Duffy-Moscone Family Nutrition Education and Services Act of 1970
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits; foster youth, homeless youth, former juvenile court school students and military-connected students
Ed. Code 51225.3	Graduation requirements; courses that satisfy college entrance criteria
<a href="#">Ed. Code 51225.8</a>	<a href="#">Completion and submission of FAFSA and CADAA</a>
Ed. Code 51229	Course of study for grades 7-12
Ed. Code 51513	Personal beliefs; privacy
Ed. Code 51938	HIV/AIDS and sexual health instruction
Ed. Code 52164	Language census
Ed. Code 52164.1	Census-taking methods; determination of primary language; assessment of language skills
Ed. Code 52164.3	Reassessment of English learners; notification of results
Ed. Code 54444.2	Migrant education programs; parent involvement
Ed. Code 56301	Child-find system; policies regarding written notification rights
Ed. Code 56321	Special education: proposed assessment plan
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education
Ed. Code 56329	Written notice of right to findings; independent assessment
Ed. Code 56341.1	Development of individualized education program; right to audio record meeting
Ed. Code 56341.5	Individualized education program team meetings
Ed. Code 56343.5	Individualized education program meetings
Ed. Code 56521.1	Behavioral intervention



Ed. Code 58501	Alternative schools; notice required prior to establishment
Ed. Code 60615	Exemption from state assessment
Ed. Code 60641	California Assessment of Student Performance and Progress
Ed. Code 69432.9	Submission of grade point average to Cal Grant program
Ed. Code 8483	Before/after school program; enrollment priorities
H&S Code 104420	Tobacco use prevention
H&S Code 104855	Availability of topical fluoride treatment
H&S Code 116277	Lead testing of school drinking water
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information
H&S Code 124100-124105	Health screening and immunizations
H&S Code 1596.857	Right to enter child care facility
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus
Pen. Code 627.5	Hearing request following denial or revocation of registration
<b>Federal</b>	<b>Description</b>
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7908	Armed forces recruiter access to students
34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Notification of nondiscrimination on basis of sex
34 CFR 200.48	Teacher qualifications
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities

34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records, disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information
34 CFR 99.7	Student records, annual notification
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals
7 CFR 245.6a	Verification of eligibility for free and reduced-price meals
<b>Management Resources</b>	<b>Description</b>
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017
Website	U.S. Department of Agriculture, Food and Nutrition Service

#### Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3231	Impact Aid
3260	Fees And Charges
3260	Fees And Charges

3312	Contracts
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3543	Transportation Safety And Emergencies
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111	Admission
5111	Admission

5111.1	District Residency
5111.1	District Residency
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5125.3	Challenging Student Records
5131.61	Drug Testing
5132	Dress And Grooming
5132	Dress And Grooming
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry

5141.6	School Health Services
5141.6	School Health Services
5142.1	Identification And Reporting Of Missing Children
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.8	Refusal To Harm Or Destroy Animals
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
<a href="#">6112</a>	<a href="#">School Day (BP and AR)</a>
6117	Year-Round Schedules
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction

6142.2	World Language Instruction
6143	Courses Of Study
6143	Courses Of Study
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.8	Research
6162.8	Research
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
<a href="#">6170.1</a>	<a href="#">Transitional Kindergarten (BP)</a>
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth

6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
9310	Board Policies

**Policy 6173: Education For Homeless Children**

**Status:** ADOPTED

Original Adopted Date: 07/01/2005 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following policy reflects the intent of the McKinney-Vento Homeless Assistance Act (42 USC 11431-11435) ~~as amended by the Every Student Succeeds Act (P.L. 114-95)~~, that each homeless student should have equal access to the same free, appropriate public education and services as other students. 42 USC 11432 mandates that districts adopt, review, and revise policies to remove barriers to the identification, enrollment, and retention of homeless children and youth, ensure that homeless students are not segregated or stigmatized on the basis of their status as homeless, and provide for professional development for appropriate staff, as provided in the following policy. In addition, 42 USC 11432 requires that, in reviewing and revising applicable policies, consideration be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship.

The Governing Board ~~believes desires that the identification of homeless students is critical to improving the educational outcomes of such students and ensuring~~ that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for ~~them~~ such students to meet the same challenging academic standards as other students.

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060, 52064)

CSBA NOTE: The following paragraph is mandated pursuant to 42 USC 11432. ~~as amended by P.L. 114-95.~~ 42 USC 11432 requires that districts adopt policy to remove barriers to homeless students' enrollment and retention due to absences or outstanding fees or fines. See the accompanying administrative regulation for additional procedures designed to remove barriers to the identification and enrollment of homeless students.

The Superintendent or designee shall regularly review and recommend updates to district policies to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address ~~identify and remove any barriers to the identification, enrollment, identification, enrollment, of homeless students~~ and retention of ~~homeless~~ such students, including those barriers that are due to absences or outstanding fees or fines. (42 USC 11432)

~~When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)~~

CSBA NOTE: Pursuant to 42 USC 11432, districts are required to designate an appropriate staff person, who may also be a coordinator for other federal programs, as a district liaison for homeless students. See the accompanying administrative regulation for information about the designation and duties of the district liaison.



The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison [for homeless students](#) shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

[CSBA NOTE: Education Code 48851, as added by AB 27 \(Ch. 394, Statutes of 2021\), requires the district to ensure that each school within the district identifies all homeless children and youths and unaccompanied youths enrolled at the school.](#)

[The Superintendent or designee shall ensure that each district school identifies all homeless children and youths and unaccompanied youths enrolled at the school. \(Education Code 48851\)](#)

[CSBA NOTE: The following paragraph is for districts that receive funding from the American Rescue Plan Elementary and Secondary School Emergency Relief - Homeless Children and Youth Fund \(ARP-HCY\) and may be deleted or revised to reflect district practice by districts that do not receive such funds. Education Code 48851, as added by AB 27, requires districts receiving ARP-HCY funds to annually administer a housing questionnaire to parents/guardians of all students and all unaccompanied youths for purposes of identifying homeless children and youths and unaccompanied youths. The housing questionnaire must be based on best practices developed by the California Department of Education \(CDE\), include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth, and be made available in paper form. A sample housing questionnaire is available on CDE's web site.](#)

[To ensure easy identification of homeless students, the Superintendent or designee shall annually administer a housing questionnaire developed by the California Department of Education \(CDE\) to all parents/guardians of students and all unaccompanied youths. \(Education Code 48851\)](#)

[If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. \(Education Code 48851\)](#)

[CSBA NOTE: The U.S. Department of Education's \(USDOE\) Non-Regulatory Guidance, Education for Homeless Children and Youths Program, emphasizes that districts should include the identification of homeless students and their unique educational needs in district needs assessments and school improvement plans. The following optional paragraph reflects strategies included in the Guidance for identifying homeless students and may be revised to reflect district practice. Also see the California Department of Education's \(CDE\) web site for a sample student residency questionnaire and "You Can Enroll in School" poster. Education Code 48852.6, as added by AB 27, requires districts to create a web page or post on its web site \(1\) a list of district liaisons and contact information for such liaison\(s\) and \(2\) specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness. Additionally, Education Code 48852.6, as added by AB 27, requires a district school, if it has a web site, to post the contact information for the district liaison, as well as the name and contact information of any employee or person under contract the school may have who assists the district liaison in completing the liaison's duties. See the accompanying administrative regulation for more information regarding posting requirements.](#)

[In, ~~addition, order to identify district students who are homeless,~~ the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons](#)

experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

~~may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.~~

~~CSBA NOTE: Although students' addresses generally may be designated as "directory information" that is not harmful if disclosed, P.L. 114-95 amended 42 USC 11432 to provide that information about a homeless student's living situation must instead be provided the protections afforded to other student records under the Family Educational Rights and Privacy Act. For further information about the disclosure of homeless students' records, see the USDOE's Non-Regulatory Guidance, Education for Homeless Children and Youths Program.~~

~~Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)~~

CSBA NOTE: Pursuant to 42 USC 11432, placement determinations for homeless students must be made according to the student's "best interest," as defined in the accompanying administrative regulation.

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

CSBA NOTE: The following paragraph is mandated by 42 USC 11432. Although this law prohibits the segregation of homeless students into a separate school or program, separate schools that were in operation before 2001 may continue to operate under specified conditions. Districts that maintain such a school may revise the following paragraph to reflect district practice.

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for homeless students are provided in a manner and form understandable to the parents/guardians of homeless students and to unaccompanied youths.

CSBA NOTE: Although students' addresses generally may be designated as "directory information" that is not harmful if disclosed, 42 USC 11432 provides that information about a homeless student's living situation must instead be provided the protections afforded to other student records under the Family Educational Rights and Privacy Act. For further information about the disclosure of homeless students'

[records, see the U.S. Department of Education's \(USDOE\) "Education for Homeless Children and Youths Program Non-Regulatory Guidance."](#)

[Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. \(42 USC 11432\)](#)

CSBA NOTE: Pursuant to 42 USC 11432, districts receiving assistance through the McKinney-Vento Homeless Assistance Act are required to coordinate services as provided below. Other districts may delete or revise the following paragraph to reflect district practice.

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

CSBA NOTE: 42 USC 11432 [as amended by P.L. 114-95](#) mandates that districts adopt policies and practices to ensure participation by district liaisons and other appropriate staff in professional development and other technical assistance activities, as determined appropriate by the federal Office of the Coordinator.

Education Code 48852.5 [as amended by SB 1068 \(Ch. 538, Statutes of 2016\)](#), requires ~~the~~ CDE to provide specified informational and training materials to district liaisons, including informational materials on the educational rights of homeless children and youth and resources available to assist homeless children and youth. [Education Code 48852.5, it also requires the CDE to adopt policies and practices to ensure that liaisons participate in professional development and technical assistance programs as amended by SB 400 \(Ch. 400, Statutes of 2021\), also requires CDE to develop and implement a system to verify that districts are providing the required training to school personnel providing services to youth experiencing homelessness at least annually.](#)

[The following paragraph reflects the training requirement of Education Code 48852.5 and USDOE's "Education for Homeless Children and Youths Program Non-Regulatory Guidance," regarding the content of the professional development.](#)

[At least annually, the d](#)District liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students. [Such professional development and technical assistance shall include, but are not limited to, and to provide training on the definitions of terms related to homelessness, the signs of homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect homeless students with appropriate housing and service providers. \(Education Code 48852.5; 42 USC 11432\)](#)

CSBA NOTE: Education Code 48851, as added by AB 27, requires districts to collect the completed [housing questionnaires described above, and annually report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district.](#)

[The Superintendent or designee shall report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district as identified from the housing questionnaire described above. \(Education Code 48851\)](#)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 52064.5, the State Board of Education has adopted evaluation rubrics for use by districts in evaluating their strengths, weaknesses, and areas that require improvement.

In addition, pursuant to 20 USC 6311 ~~as amended by P.L. 114-95~~, annual district report cards for districts receiving Title I funds are required to include disaggregated student achievement data and graduation rates of homeless students.

At least annually, the Superintendent or designee shall report to the Board on [the identification of and outcomes for homeless students](#), which may include, but are not limited to, [the housing questionnaire responses](#), school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to [better more effectively identify and](#) support the education of homeless students.

---

#### **Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
<a href="#">Ed. Code 48850-48859</a>	<a href="#">Education of students in foster care and students who are homeless, especially:</a>
Ed. Code 48850	<del>Participation of homeless students and foster youth in extracurricular activities and interscholastic sports</del> <a href="#">Academic achievement of students in foster care and homeless children</a>
<a href="#">Ed. Code 48851</a>	<a href="#">Identification of homeless children and youths and unaccompanied youths; housing questionnaire</a>
<a href="#">Ed. Code 48851.5</a>	<a href="#">Local educational agency liaison for homeless children and youths</a>
Ed. Code 48852.5	Notice of educational rights of homeless students
<a href="#">Ed. Code 48852.6</a>	<a href="#">Web site posting of information regarding homelessness</a>
Ed. Code 48852.7	Education of homeless students; immediate enrollment
<a href="#">Ed. Code 48859</a>	<a href="#">Definitions</a>
Ed. Code 48915.5	Recommended expulsion, homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
<a href="#">Ed. Code 48985</a>	<a href="#">Notices to parents in language other than English</a>

Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
<b>Federal</b>	<b>Description</b>
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
<a href="#">20 USC 1400-1482</a>	<a href="#">Individuals with Disabilities Education Act</a>
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies
<b>Management Resources</b>	<b>Description</b>
California Child Welfare Council	Partial Credit Model Policy and Practice Recommendations
<a href="#">California Department of Education Publication</a>	<a href="#">2021-22 Federal Program Monitoring Instrument, May 2021</a>
California Department of Education Publication	Homeless Education Dispute Resolution Process, <del>January 30, 2007</del> <a href="#">March 2020</a>
National Center for Homeless Education Publication	Homeless Liaison Toolkit, <del>2013</del> <a href="#">2020</a>
<del>U.S. Department of Education Guidance</del>	<del>Dear Colleague Letter, July 27, 2016</del>
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, <del>July 2016</del> <a href="#">August 2018</a>
<a href="#">Website</a>	<a href="#">California Community Colleges (https://www.cccco.edu)</a>
Website	California Department of Education, Homeless Children and Youth Education
<a href="#">Website</a>	<a href="#">California Interscholastic Federation (https://www.cifstate.org/landing/index)</a>
<a href="#">Website</a>	<a href="#">California State University (https://www.calstate.edu)</a>
Website	National Center for Homeless Education at SERVE
Website	National <a href="#">Homelessness</a> Law Center <del>on Homelessness and Poverty</del>
<a href="#">Website</a>	<a href="#">University of California (https://www.universityofcalifornia.edu)</a>
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities
Website	California Child Welfare Council <a href="https://www.chhs.ca.gov/home/committees/california-child-welfare-council">https://www.chhs.ca.gov/home/committees/california-child-welfare-council</a>

## Cross References

<b>Code</b>	<b>Description</b>
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency

5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6143	Courses Of Study
6143	Courses Of Study
<a href="#">6145</a>	<a href="#">Extracurricular and Cocurricular Activities (BP and AR)</a>
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements

6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program



**Regulation 6173: Education For Homeless Children**

**Status:** ADOPTED

Original Adopted Date: 12/01/2014 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following administrative regulation is mandated pursuant to 42 USC 11432; see section on "Transportation" below.

## Definitions

CSBA NOTE: The federal McKinney-Vento Homeless Assistance Act (42 USC 11434a) [and Education Code 48859, as amended by AB 27 \(Ch. 394, Statutes of 2021\)](#), defines "homeless [children and youths](#)" ~~students~~ as provided below. ~~This law applies to foster youth in certain circumstances (i.e., when they~~ who are living in emergency or transitional shelters) [are within the definition of homeless students](#) but ~~as amended by P.L. 114-95, the definition of "homeless students" no longer includes~~ youth who are awaiting foster care placement [are not](#). See BP/AR 6173.1 - Education for Foster Youth for state law regarding foster children.

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code ~~48852.7~~ [48859](#); 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals
2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

Unaccompanied youth includes [a homeless child or youth](#) ~~who are~~ not in the physical custody of a parent or guardian. (Education Code [48859](#); ~~20-42~~ USC 11434a)

CSBA NOTE: The following definition of "school of origin" generally reflects Education Code 48852.7, which exceeds the definition in 42 USC 11432 and is consistent with the state definition of "school of origin" that applies to foster youth. However, ~~as amended by P.L. 114-95~~, 42 USC 11432 includes preschools in the definition as provided below.

School of origin means the school that the homeless student attended when permanently housed or the school in which [the student he/she](#) was last enrolled, including a preschool. If the school the homeless student attended when permanently housed is different from the school in which [the student he/she](#) was last enrolled, or if there is some other school that the student attended within the preceding 15 months and with which [the student he/she](#) is connected, the district liaison [for homeless students](#) shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

CSBA NOTE: Education Code 48850 expresses legislative intent that the "best interest" of a homeless student or foster youth includes educational stability as well as placement in the least restrictive educational program, as provided below. Education Code 48853 further provides that the placement of a foster youth must should consider the student's access to academic resources, services, and extracurricular and enrichment activities. For consistency with the definition of "best interest" applicable to foster youth (see AR 6173.1 - Education for Foster Youth), the following definition also reflects Education Code 48853.

Best interest means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

### District Liaison

CSBA NOTE: Pursuant to 42 USC 11432, districts are required to designate an appropriate staff person, who may also be a coordinator for other federal programs, as a district liaison for homeless students. The district should fill in the blanks below with the title or position, address, email address, and phone number of the district liaison.

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

**Social Worker**

**445 Montezuma Street, Rio Vista, CA 94571**

**[Contactus@rdusd.org](mailto:Contactus@rdusd.org)**

**(707) 374-1700**

CSBA NOTE: The duties of the district liaison for homeless students are listed in 42 USC 11432 and are specified below. Also see the U.S. Department of Education's (USDOE) Non-Regulatory Guidance "Education for Homeless Children and Youths Program Non-Regulatory Guidance" and the "Homeless Liaison Toolkit" developed by the National Center for Homeless Education.

The district's liaison for homeless students shall: (Education Code 48851.5, 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel through outreach and coordination activities with other entities and agencies
2. Ensure that homeless students are enrolled in, and have a full and equal opportunity to succeed in, district schools
3. Ensure that homeless families and children and youth have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district
4. Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services
5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of

their children

6. Disseminate [public](#) notice of the educational rights of homeless students in locations frequented by parents/guardians of homeless children and youth and by unaccompanied youth, including schools, [family](#) shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.
7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below
8. Fully inform parents/guardians of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

CSBA NOTE: [P.L. 114-95 amended 42 USC 11432 to add the duties specified in items #9-10 below Pursuant to Education Code 48852.5, as amended by SB 400 \(Ch. 400, Statutes of 2021\), the California Department of Education \(CDE\) is required to provide training materials to district liaisons for homeless students for the purpose of providing required professional development and support to school personnel who provide services to homeless students.](#)

[The examples of school personnel listed below reflect CDE's 2021-22 Federal Program Monitoring Instrument.](#)

9. Ensure that school personnel providing services to homeless students, [including principals and other school leaders, attendance supervisors, teachers, enrollment personnel, and specialized instructional support personnel](#), receive professional development and other support
10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090
11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the [collection and](#) provision of comprehensive data to the state coordinator as required by law

CSBA NOTE: Pursuant to Education Code 48918.1, the district liaison must be notified [at least 10 calendar days](#) before the [date of the](#) expulsion hearing for a homeless student, when the student's alleged violation does not require a mandatory recommendation for expulsion, [and may be notified for mandatory expulsions](#); see AR 5144.1 - Suspension and Expulsion/Due Process. When so notified, the district liaison is expected to assist the student and, as necessary, advocate on the student's behalf.

Furthermore, pursuant to Education Code 48915.5, if the homeless student has also been identified as an individual with a disability and the district has proposed a change of placement due to an act for which decision to recommend expulsion is discretionary, the district liaison must be invited to participate in the individualized education program (IEP) team meeting that makes a manifestation determination pursuant to the Individuals with Disabilities Education Act (20 USC 1415(k)).

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in [the student's his/her](#) expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program (IEP) team meeting to make a manifestation determination regarding the behavior of a student with a disability.

CSBA NOTE: 42 USC 11432, ~~as amended by P.L. 114-95~~, requires ~~that the California Department of Education (CDE)~~ to publish a list of district liaisons on its web site. ~~The~~ CDE collects the name and contact information of district liaisons through the consolidated application process, along with information about district compliance with federal program requirements.

The Superintendent or designee shall inform homeless children and youth, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. ~~The Superintendent or designee He/she~~ shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on ~~the~~ CDE's web site. (42 USC 11432)

## Enrollment

The district shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

CSBA NOTE: 42 USC 11432 ~~as amended by P.L. 114-95~~, specifies factors that must be considered in determining a student's best interest, as provided below.

In determining the best interest of the student, the district shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)

CSBA NOTE: The following optional paragraph presents examples of factors that may be considered in making placement decisions based on a student's "best interest," and may be revised to reflect district practice.

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with ~~the student's his/her~~ homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the ~~district~~ liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of ~~his/her the right to~~ appeal ~~rights~~. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in ~~the his/her~~ school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

CSBA NOTE: Education Code 48852.7 and 42 USC 11432 require schools to immediately enroll homeless students as specified below. In its "Non-Regulatory Guidance Education for Homeless Children and Youths Program," the USDOE recommends that the district take steps to facilitate immediate enrollment such as accepting school records directly from families, establishing school-based immunization clinics, and training staff on the legal requirements for immediate enrollment. See AR 5111.1 - District Residency.

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if ~~the studenthe/she~~ (Education Code ~~48850~~,

48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records

[CSBA NOTE: P.L. 114-95 amended 42 USC 11432 to add the circumstance specified in item #4 below.](#)

4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall [immediately](#) refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if [the student he/she](#) is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than the school of origin or [the his/her](#) school requested by [the student's his/her](#) parent/guardian or [the student, if](#) an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the [reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest](#), along with a statement regarding the right to appeal the placement decision. [The written explanation shall be in a manner and form understandable to such parent/guardian or unaccompanied youth.](#) (42 USC 11432)

[At the point of any change or subsequent change in the residence of a homeless student,](#) ~~t~~The student may continue attending the student's [his/her](#) school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with [the student's his/her](#) peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, [the student he/she](#) shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, [the student he/she](#) shall be allowed to continue to the school designated for matriculation in that district.

[CSBA NOTE: Education Code 48852.7 and 42 USC 11432 and Education Code 48852.7](#) require that homeless students who become permanently housed during the school year be allowed to remain in the school of origin for the remainder of the school year. [Additionally](#), Education Code 48852.7 allows homeless students to remain in the school of origin, or matriculate to a feeder school, even if the student is no longer homeless. The district may revise the following list to reflect the grade levels and feeder school patterns in the district.

If the student's status changes before the end of the school year so that [the student he/she](#) is no longer homeless, [the student he/she](#) shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if [the student the/she](#) is in grades K-8
2. Through graduation if [the student the/she](#) is in high school

### Resolving Enrollment Disputes

CSBA NOTE: In the event that a dispute arises over the district's decision related to student eligibility, school selection, or enrollment, the district must comply with the requirements of 42 USC 11432 and the dispute resolution process established by [the CDE](#). CDE's process is described in its, "[Homeless Education Dispute Resolution Process](#)" ~~a January 30, 2007~~ letter to districts, available on [the CDE's web site](#). ~~The CDE's~~ letter does not specify a hearing process or timelines for the district-level dispute resolution process. Thus, the district may revise the following section to reflect district practice, provided that the process is consistent with law.

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

CSBA NOTE: The following optional list should be modified to reflect district practice. In ~~its Non-Regulatory Guidance~~ its "Education for Homeless Children and Youths Program [Non-Regulatory Guidance](#)," the USDOE recommends that the written explanation contain the elements specified below. See the accompanying exhibits for a sample explanation and appeal form.

The written explanation shall include:

1. A description of the action proposed or refused by the district
2. An explanation of why the action is proposed or refused
3. A description of any other options the district considered and the reasons that any other options were rejected
4. Contact information for the district liaison and state coordinator, and a brief description of ~~tho~~[the](#) roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

CSBA NOTE: The following optional paragraph is recommended in the USDOE's [Non-Regulatory Guidance](#) "Education for Homeless Children and Youths Program [Non-Regulatory Guidance](#)."

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

CSBA NOTE: The following optional paragraph is recommended in ~~the CDE's~~ "[Homeless Education Dispute Resolution Process](#)" letter to districts. ~~January 30, 2007 CDE recommends that if the parent/guardian or unaccompanied youth is an English Learner, the native language and/or an~~



interpreter be used, and/or if additional supports are needed because of a disability, such services be made available without charge.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

When a student's parent/guardian or an unaccompanied youth involved in the enrollment dispute is an English learner, Items #1-5 shall be provided either in the native language of the parent/guardian or unaccompanied youth or through an interpreter, and any additional support needed because of a disability of that parent/guardian or unaccompanied youth shall be made available without a charge.

If a parent/guardian or unaccompanied youth disagrees with the district liaison's enrollment decision, ~~he/she may appeal~~ the decision may be appealed to the Superintendent. The Superintendent shall make a determination within five working days.

CSBA NOTE: In its "Homeless Education Dispute Resolution Process" ~~January 30, 2007~~ letter to districts, ~~the~~ CDE describes the process for appealing a district's enrollment decision to the county office of education (COE) and ~~the~~ CDE. Upon receipt of materials describing the dispute from the district, the ~~county office~~ COE liaison will determine the school selection or enrollment decision within five working days. If the dispute remains unresolved or is appealed, the ~~county office~~ COE liaison will forward the documentation to ~~the state homeless coordinator~~ CDE's Homeless Education Program. CDE ~~who~~ will notify ~~the parent/guardian~~ all parties of the final determination of eligibility, school selection, or enrollment ~~decision~~ within five working days of receipt of the appeal.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the ~~homeless~~ liaison for homeless students at the county office of education.

CSBA NOTE: 42 USC 11432, ~~as amended by P.L. 114-95~~, provides that, during any dispute over a student's enrollment, the student must be allowed to be enrolled in the school in which enrollment is sought during the period of all appeals. 42 USC 11434a defines "enrollment" as including attendance in classes and full participation in school activities.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

## Transportation

CSBA NOTE: 42 USC 11432 mandates that districts adopt policies and practices to ensure that transportation is provided to homeless students, at the request of the student's ~~or~~ parent/guardian or of the district liaison in the case of an unaccompanied youth, to and from the ~~if~~ school of origin as specified below.

In its [Non-Regulatory Guidance](#) "Education for Homeless Children and Youths Program [Non-Regulatory Guidance](#)," ~~the~~ USDOE states that the law imposes an affirmative obligation to transport homeless students, even if transportation is not provided to other students. The Guidance clarifies that, because the State of California receives funds under McKinney-Vento, all districts in California are subject to this requirement.

Federal law does not address the authorization provided by Education Code 39807.5 for the district to charge for the cost of home-to-school transportation. However, it is likely that most homeless students would be identified as indigent and would therefore be exempt from transportation costs. See AR 3250 - Transportation Fees.

The district shall provide transportation for a homeless student to and from [the student's his/her](#) school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend [the student's his/her](#) school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

CSBA NOTE: Education Code 48852.7 requires that the district provide transportation to a formerly homeless student with an [individualized education program IEP only if that provides](#) transportation [is as a necessary](#) related service. Education Code 48852.7 does not supersede or exceed other laws governing special education services for eligible homeless students.

The following paragraph may be revised if the district chooses to provide transportation to other formerly homeless students attending their school of origin.

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an [individualized education program IEP](#) that includes transportation as a necessary related service for the student. (Education Code 48852.7)

### **Transfer of Coursework and Credits**

CSBA NOTE: The following section is for use by districts maintaining high schools.

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, [a charter school, a school in a country other than the United States](#), or a nonpublic, nonsectarian school ~~or agency~~ and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, [the student he/she](#) shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that [the student he/she](#) did not complete at [the his/her](#) previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, [the student he/she](#) shall be enrolled in the same or equivalent course, if applicable, so that [the student he/she](#) may continue and complete the entire course. (Education Code 51225.2)



CSBA NOTE: Although Education Code 51225.2 requires districts to award partial credits to homeless students who transfer from school to school, there is no uniform system for calculating and awarding partial credits. A recommendation for how to award partial credit is available in the California Child Welfare Council's Partial Credit Model Policy and Practice Recommendations and should be revised to reflect district practice.

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

### **Applicability of Graduation Requirements**

CSBA NOTE: The following section is for use by districts maintaining high schools. Also see BP 6146.1 - High School Graduation Requirements.

To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements established ~~prescribed~~ by the Governing Board.

However, when a homeless student who has completed the his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, the student he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for the student, him/her and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education Code 51225.1)

To determine whether a homeless student is in the his/her third or fourth year of high school, the district shall use either the number of credits the student he/she has earned as of the date of the transfer or the length of the student's his/her school enrollment, whichever qualifies the student him/her for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for the student him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student. (Education Code 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if [the student he/she](#) transfers to another school, [including a charter school](#), or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within [the his/her](#) fifth year of high school, [the Superintendent or designee he/she](#) shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for [the student, him/her](#) of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect [the his/her](#) ability to gain admission to a postsecondary educational institution
2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for [the student him/her](#) if [he/she is](#) under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

### Eligibility for Extracurricular Activities

CSBA NOTE: The following paragraph is required pursuant to Education Code 48850. See BP 6145 - Extracurricular and Cocurricular Activities for additional eligibility requirements.

A homeless student who enrolls in any district school shall [be immediately deemed to meet all residency requirements have access to extracurricular and enrichment activities that are available to all students in the school, including but not limited to, ,for participation interscholastic sports administered by the California Interscholastic Federation or other extracurricular activities.](#) (Education Code 48850)

### Notification, ~~and~~ Complaints, ~~and~~ Posting Requirements

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

CSBA NOTE: Education Code 51225.1 and 51225.2 provide that complaints of noncompliance with specified requirements related to the educational rights of homeless students may be filed in accordance with the uniform complaint procedures [\(UCP\)](#) specified in 5 CCR 4600-4670. As with other complaints covered under the [uniform complaint procedures UCP](#), a complainant may appeal the district's decision to ~~the~~ CDE and, if the district or CDE finds any merit in the complaint, the district must provide a remedy to the affected student. See BP/AR 1312.3 - Uniform Complaint Procedures.

Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

[CSBA NOTE: Education Code 48852.6, as added by AB 27, requires the district and each district school that maintains a web site to post on the district and school web sites information related to homeless students' education, as specified in the following paragraphs.](#)

[The Superintendent or designee shall ensure that a list of the district's liaison\(s\) and the contact information for such liaison\(s\), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district's web site. \(Education Code 48852.6\)](#)

[Each district school that has a web site shall also post the contact information for the district liaison and the name and contact information of any employee or other person under contract with the school who assists the district liaison in completing the liaison's duties pursuant to 42 USC 11432. \(Education Code 48852.6\)](#)

---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
<a href="#">Ed. Code 48850-48859</a>	<a href="#">Education of students in foster care and students who are homeless, especially:</a>
Ed. Code 48850	<del>Participation of homeless students and foster youth in extracurricular activities and interscholastic sports</del> <a href="#">Academic achievement of students in foster care and homeless children</a>
<a href="#">Ed. Code 48851</a>	<a href="#">Identification of homeless children and youths and unaccompanied youths; housing questionnaire</a>
<a href="#">Ed. Code 48851.5</a>	<a href="#">Local educational agency liaison for homeless children and youths</a>
Ed. Code 48852.5	Notice of educational rights of homeless students
<a href="#">Ed. Code 48852.6</a>	<a href="#">Web site posting of information regarding homelessness</a>
Ed. Code 48852.7	Education of homeless students; immediate enrollment
<a href="#">Ed. Code 48985</a>	<a href="#">Notices to parents in language other than English</a>
Ed. Code 48915.5	Recommended expulsion, homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
<b>Federal</b>	<b>Description</b>
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
<a href="#">20 USC 1400-1482</a>	<a href="#">Individuals with Disabilities Education Act</a>
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act

42 USC 12705

Cranston-Gonzalez National Affordable Housing Act; state and local strategies

**Management Resources**

California Child Welfare Council

**Description**

Partial Credit Model Policy and Practice Recommendations

[California Department of Education Publication](#)

[2021-22 Federal Program Monitoring Instrument, May 2021](#)

California Department of Education Publication

Homeless Education Dispute Resolution Process, [March 2020-January 30, 2007](#)

National Center for Homeless Education Publication

Homeless Liaison Toolkit, [2020](#)

U.S. Department of Education Guidance

Education for Homeless Children and Youths Program, Non-Regulatory Guidance, [August 2018](#)

[Website](#)

[California Community Colleges \(https://www.cccco.edu\)](https://www.cccco.edu)

Website

California Department of Education, Homeless Children and Youth Education

[Website](#)

[California Interscholastic Federation \(https://www.cifstate.org/landing/index\)](https://www.cifstate.org/landing/index)

[Website](#)

[California State University \(https://www.calstate.edu\)](https://www.calstate.edu)

Website

National Center for Homeless Education at SERVE

Website

National [Homelessness](#) Law Center -

[Website](#)

[University of California \(https://www.universityofcalifornia.edu\)](https://www.universityofcalifornia.edu)

Website

U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities

Website

California Child Welfare Council  [\(https://www.chhs.ca.gov/home/committees/california-child-welfare-council\)](https://www.chhs.ca.gov/home/committees/california-child-welfare-council)

**Cross References**

**Code**

**Description**

0410

Nondiscrimination In District Programs And Activities

0415

Equity

0460

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

0470

COVID-19 Mitigation Plan

0500

Accountability

1113

District And School Web Sites

1113

District And School Web Sites

1113-E(1)

District And School Web Sites

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming

5132	Dress And Grooming
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6143	Courses Of Study
6143	Courses Of Study
<a href="#">6145</a>	<a href="#">Extracurricular and Cocurricular Activities (BP and AR)</a>
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students

6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program

**Policy Reference UPDATE Service**

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691  
All rights reserved.

**Exhibit 6173-E(1): Education For Homeless Children**

Original Adopted Date: 07/01/2005 | Last Revised Date: 03/01/2022 | Last Reviewed Date: 03/01/2022

Status:  
ADOPTED

**DISTRICT EXPLANATION OF DECISION  
RELATED TO ELIGIBILITY, SCHOOL SELECTION, OR ENROLLMENT**

Note: The following form should be revised to reflect district practice. In its, "[Non-Regulatory Guidance](#) Education for Homeless Children and Youths Program [Non-Regulatory Guidance](#)," the U.S. Department of Education recommends that the written statement of any decision regarding a homeless student's eligibility, school selection, or enrollment include the elements specified below. See the accompanying administrative regulation.

Instructions: The following form provides notice and explanation to a student's parent/guardian or an unaccompanied youth regarding the district's decision related to student eligibility, school selection, or enrollment.

Date: \_\_\_\_\_ Name of person completing form: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone number: \_\_\_\_\_

In accordance with the federal McKinney-Vento Homeless Assistance Act (42 USC 11431-11435), this notification is being provided to either:

Name of parent(s)/guardian(s): \_\_\_\_\_

Name of unaccompanied student: \_\_\_\_\_

School requested: \_\_\_\_\_

District's placement decision (name of school): \_\_\_\_\_

[Description of aAction](#)(s) proposed/refused by the district related to eligibility, school selection, or enrollment, including an explanation of why the action(s) is proposed/refused:

---

---

---

---

---

The district's determination regarding eligibility, school selection, or enrollment was based upon the following evidence [and for the following reasons](#):

---

---

---

---



Other options ~~that~~ the district considered, if any, ~~included the following options~~ which were rejected for the following reasons:

---

---

---

---

---

---

Factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources, if any:

---

---

---

---

---

---

You have the right to appeal this decision to the district Superintendent. To do so, contact the district's homeless liaison listed below within the next \_\_\_(insert number of days)\_\_\_ days to request a Dispute Form. You may provide written or [oral/verbal](#) documentation to support your position, and may also seek the assistance of social services, advocates, and/or service providers in the dispute process. The Superintendent or designee will review all the evidence and will notify you of [the his/her](#) decision within \_\_\_(insert number of days)\_\_\_ days.

If you are not satisfied with the Superintendent's decision, you may appeal to the \_\_\_\_\_(insert county name)\_\_\_\_\_ County Office of Education ([COE](#)). If you are not satisfied with the [county office's COE's](#) decision, you may then appeal to the California Department of Education ([CDE](#)). The district's homeless liaison can assist you with this appeal.

CONTACT INFORMATION:

District Liaison: The district liaison is one of the primary contacts between homeless families and school or district staff. [The liaison He/she](#) is responsible for coordinating services to ensure that homeless students enroll in school and have the opportunity to succeed academically, and mediates enrollment disputes as needed.

Name of district's homeless liaison: \_\_\_\_\_

Address: \_\_\_\_\_

[Email Address:](#) \_\_\_\_\_

Phone number: \_\_\_\_\_

County Liaison: If you appeal the district's decision to the [county office of education COE](#), the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the [county office COE](#). The county liaison will review the materials and determine the eligibility, school selection, or enrollment decision within five working days of receiving the materials. ~~He/she will~~ [and](#) notify you of the decision.

Name of County Office of Education homeless liaison: \_\_\_\_\_

Address: \_\_\_\_\_

[Email Address:](#) \_\_\_\_\_

Phone number: \_\_\_\_\_

State Coordinator: If you appeal the [county office's COE's](#) decision to [the California Department of Education CDE](#), the county homeless liaison shall forward all written documentation and related paperwork to [the State Homeless Coordinator CDE's Homeless Education Program](#). The state coordinator will review the district, [county office COE](#), and parent/guardian information and will notify you of the decision within ten working days of receiving the materials.

Name of state homeless coordinator: \_\_\_\_\_

Address: \_\_\_\_\_

[Email Address:](#) \_\_\_\_\_

Phone number: \_\_\_\_\_

**RIGHTS:**

Pending the final resolution of this dispute, including the period of all appeals, the student has the right to immediately enroll in the school requested and to participate fully in school activities at that school.

**Exhibit 6173-E(2): Education For Homeless Children**

Original Adopted Date: 07/01/2005 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

Status:  
ADOPTED

**DISPUTE FORM**

Instructions: This form is to be completed by a parent/guardian or student when a dispute regarding enrollment has arisen. As an alternative to completing this form, the information on this form may be shared [orally/verbally](#) with the district's liaison for homeless students.

Date submitted: \_\_\_\_\_

Student's name: \_\_\_\_\_

Name of person completing form: \_\_\_\_\_

Relation to student: \_\_\_\_\_

Address: \_\_\_\_\_

[Email address:](#) \_\_\_\_\_

Phone number: \_\_\_\_\_

Name of school requested: \_\_\_\_\_

I wish to appeal the eligibility, school selection, or enrollment decision made by:

District liaison  District Superintendent  County office of education liaison

Reason for the appeal: You may include an explanation to support your appeal in this space or provide your explanation [orally/verbally](#).

---

---

---

I have been provided with:

- A written explanation of the district's decision
- Contact information for the district's homeless liaison
- Contact information for the county office of education's homeless liaison
- Contact information for the state homeless coordinator
- [A copy of this dispute form](#)

**Policy Reference UPDATE Service**

Copyright 2022 by California School Boards Association, West Sacramento, California 95691  
All rights reserved.

**Bylaw 9322: Agenda/Meeting Materials**

**Status:** ADOPTED

Original Adopted Date: 03/01/2008 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

## Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning [and well-being](#).

CSBA NOTE: Government Code 54954.2 requires Governing Board meeting agendas to briefly describe each item to be discussed, including closed session items, and states that a brief general description of an item generally need not exceed 20 words. For information regarding the different types of meetings and meeting location requirements, [including teleconferenced meetings](#), see BB 9320 - Meetings and Notices. For agenda requirements regarding closed session agenda items, see BB 9321 - Closed Session Purposes and Agendas.

Each agenda shall state the meeting time and [locationplace](#) and shall briefly describe each [business](#) item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting [by of](#) a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, [before or during the committee's consideration of the item, at that meeting](#) and ~~that~~ the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

CSBA NOTE: Pursuant to Government Code 54957.5, the agenda for a regular meeting must include the address of the location where the public can inspect any materials that are related to an open session item and are distributed to the Board less than 72 hours before that meeting. See section below entitled "Agenda Dissemination to Members of the Public."

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

CSBA NOTE: Government Code 54954.2 requires that the agenda include information regarding how, when, and to whom a request for a disability-related accommodation or modification may be made. See BB 9320 - Meetings and Notices. The following paragraph should be modified to reflect district practice as to when and to whom such a request should be made.

The agenda shall include information regarding how, when, and to whom a request [for should be made if an individual requires](#) disability-related accommodations or modifications, including auxiliary aids and

services, [may be made by an individual who requires accommodations or modifications](#) in order to participate in the Board meeting. (Government Code 54954.2)

## Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

CSBA NOTE: Education Code 35145.5 mandates that the Board adopt reasonable regulations to ensure that members of the public can place matters directly related to district business on Board meeting agendas. The following paragraph, including the timeline, should be revised to reflect district practice. Districts are free to establish their own timeline for placing an item on the agenda, taking into account staff time and resources, as long as the established timeline is a reasonable one. In *Caldwell v. Roseville Joint Union High School District*, a federal district court upheld a district bylaw requiring members of the public to submit a written request in order to place items on a meeting agenda. The [case involved an alleged violation of the plaintiff's](#) ~~had alleged that his~~ First Amendment rights ~~were violated~~ when the district did not place ~~his~~ an item on the agenda in response to ~~his~~ [the plaintiff's](#) oral request because the district disagreed with [the plaintiff's](#) religious beliefs. However, the court held that the district's bylaw requiring that requests first be made in writing was content-neutral and thus a reasonable restriction.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

CSBA NOTE: In *Mooney v. Garcia*, a California appeals court reaffirmed the board's discretion in determining whether an agenda item is related to school district matters.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information ~~or whether the issue is covered by an existing policy or administrative regulation, and if so, respond accordingly.~~

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

CSBA NOTE: The following optional paragraph is for boards that use the consent agenda or calendar to take action on matters of a routine nature for which discussion may not be necessary. It is important for such boards to limit the use of the consent agenda to noncontroversial matters and to establish rules that help ensure that any use of the consent agenda does not reduce transparency in the board's conduct of district business or result in violation of the open meeting laws. In addition, boards should be

aware that, by law, certain items may not be placed on the consent agenda. For example, pursuant to Government Code 54960.2, a board's decision to approve or rescind its unconditional commitment to refrain from taking certain actions in violation of the Brown Act must be made as a separate item and not on the consent agenda. See BB 9323.2 - Actions by the Board.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item that has ~~not~~ been previously considered at an open meeting of a committee comprised exclusively of Board members. (Government Code 54954.3)

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

### **Agenda Dissemination to Board Members**

CSBA NOTE: The following section is optional and should be modified to reflect district practice. Pursuant to Government Code 6252.7, when the Board, in the conduct of its duties, is authorized by law to access any writing of the Board or district, including agenda and supporting documents, the district is prohibited from discriminating between or among Board members as to when and which writing records will be made available.

CSBA's GAMUT Meetings, an electronic board meeting agenda service for use by districts, county offices of education, and the public allows development of and access to Board meeting agendas, supporting documents, and minutes from any computer that has Internet access. Further information can be found on CSBA's web site.

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

### **Agenda Dissemination to Members of the Public**

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public

Records Act ([PRA](#)) and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

CSBA NOTE: Pursuant to Government Code 54954.2, the agenda for a regular meeting of the Board must be posted at least 72 hours prior to the meeting on the district's web site, if it has one, and at a location that is freely accessible to the public. The Attorney General has determined in 78 Ops.Cal.Atty.Gen. 327 (1995) that weekend hours may be counted as part of the 72-hour period for posting of the agenda prior to a regular meeting. In the same opinion, the Attorney General found that the term "freely accessible" requires that the agenda be posted in a location where it can be read by the public at any time, including evening hours, during the 72 hours immediately preceding the meeting. Also see BB 9320 - Meetings and Notices.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

CSBA NOTE: Government Code 54954.2 requires that the agenda for any meeting occurring on or after January 1, 2019, be posted on the homepage of the district web site, if it has one, in accordance with law. Districts that use an integrated agenda management platform, such as CSBA's GAMUT Meetings, may provide a [direct link on the homepage of the district's web site](#) to access agendas posted on the platform. Pursuant to Government Code 54954.2, the link must not be solely accessible through a contextual menu, and the agenda must be posted in a format which is retrievable, downloadable, indexable, electronically searchable by commonly used Internet search applications, [available to the public free of charge](#), and without any restriction that would impede the reuse or redistribution of the agenda.

The Attorney General has opined [in 99 Ops. Cal. Atty. Gen. 11 \(2016\)](#) that the Brown Act regular meeting online agenda posting provision contained within Government Code 54954.2 is not necessarily violated when a local agency's web site experiences technical difficulties that cause the agenda to become inaccessible to the public for a portion of the 72 hours that precede the scheduled meeting. If the local agency has otherwise substantially complied with the Brown Act agenda posting requirements, the legislative body may lawfully hold its regular meeting as scheduled.

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. (Government Code 54957.5)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

[CSBA NOTE: The following paragraph is for districts that have a web site and should be deleted by districts that do not have a web site. Pursuant to Government Code 54954.1, as amended by SB 274 \(Ch. 763, Statutes of 2021\), any district with a web site is required to email a copy of, or a web site link](#)

[to, the agenda or a copy of all the documents constituting the agenda packet if a person requests that such items be delivered by email, as specified below.](#)

[The Superintendent or designee shall email a copy of, or a web site link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a web site link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. \(Government Code 54954.1\)](#)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

CSBA NOTE: The following optional paragraph is for use by districts that charge a fee for mailing the agenda or agenda packet. Government Code 54954.1 authorizes districts to charge a fee for mailing the agenda or agenda packet as long as the fee does not exceed the cost of providing the service. Pursuant to Government Code 54957.5, a surcharge may not be imposed for providing the agenda and other public record documents in alternative formats to persons with disabilities.

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the [Public Records Act PRA](#). (Government Code 54957.5)

CSBA NOTE: Pursuant to Government Code 54954.1, upon request, the agenda and supporting documentation must be made available in appropriate alternative formats to persons with a disability, as required under the Americans with Disabilities Act (42 USC 12132). Examples of alternative formats, also referred to as "auxiliary aids and services," are listed in 28 CFR 36.303 and include accessible electronic and information technology, audio recordings, or Braille materials.

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

---

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
<a href="#">Ed. Code 49061</a>	<a href="#">Student records; definitions</a>
<a href="#">Ed. Code 49073.2</a>	<a href="#">Meeting minutes; directory or personal information</a>
Gov. Code 53635.7	Separate item of business <a href="#">for borrowing of \$100,000 or more</a>



Gov. Code 54954.1	<a href="#">Request for copy of agenda or agenda packet by member of public</a> <a href="#">Mailed notice to property owners</a>
Gov. Code 54954.2	Agenda posting requirements, board actions
Gov. Code 54954.3	Opportunity for public to address legislative body
Gov. Code 54954.5	Closed session item descriptions
Gov. Code 54956.5	Emergency meetings
Gov. Code 54957.5	Public records
Gov. Code 54960.2	Challenging board actions; cease and desist
Gov. Code 6250-6270	California Public Records Act
Gov. Code 95000-9500429	California Early Intervention Services Act

**Federal**

28 CFR 35.160	<b>Description</b> Effective communications
28 CFR 36.303	Auxiliary aids and services
42 USC 12101-12213	Americans with Disabilities Act

**Management Resources**

Attorney General Opinion	<b>Description</b> 99 Ops. Cal. Atty. Gen. 11 (2016)
Attorney General Opinion	78 Ops. Cal. Atty. Gen. 327 (1995)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Caldwell v. Roseville Joint Union High School District, (2007) U.S. Dist. LEXIS 66318
Court Decision	Mooney v. Garcia, (2012) 207 Cal.App.4th 229
CSBA Publication	Call to Order: A Blueprint for Great Board Meetings, 20185
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 20194
<a href="#">Website</a>	<a href="https://www.csba.org/gamut">CSBA (https://www.csba.org/gamut)</a>
Website	California Attorney General's Office

**Cross References**

<b>Code</b>	<b>Description</b>
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
1100	Communication With The Public
1112	Media Relations
1113	District And School Web Sites

1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3312	Contracts
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
4312.1	Contracts
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
9012	Board Member Electronic Communications

9121	President
9122	Secretary
9130	Board Committees
9150	Student Board Members
9200	Limits Of Board Member Authority
9310	Board Policies
9320	Meetings And Notices
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session
9323	Meeting Conduct
9323.2-E(1)	Actions By The Board
9323.2-E(2)	Actions By The Board
9323.2	Actions By The Board
<a href="#">9324</a>	<a href="#">Minutes and Recordings (BB)</a>

**Policy Reference UPDATE Service**

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691  
All rights reserved.

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments:   X  

From: Codi Agan, Director of Personnel

Item Number:   12  

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

**SUBJECT:**

Request for Approval of the "Declaration of Need for Fully Qualified Educators" for the 2022-23 School Year

**BACKGROUND:**

The Commission on Teacher Credentialing (CTC) 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:**

School Districts across the state and nation are currently facing a teacher shortage. At this time, the District has the need to hire many educators to fill open positions. The District is requesting the Board approves the "Declaration of Need for Fully Qualified Educators" for the 2022-2023 school year to be able to hire intern teachers in the event that fully credential teachers are not available.

**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 2022-23 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: 2022-2023

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: 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/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 06/14/2022 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, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

Codi Agan \_\_\_\_\_ Director of Personnel

*Name*

*Signature*

*Title*

707-374-2995

707-374-1714

06/15/2022

*Fax Number*

*Telephone Number*

*Date*

445 Montezuma Street, Rio Vista, CA 94571

*Mailing Address*

cagan@rdusd.org

*EMail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

**► Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

\_\_\_\_\_  
*Name Signature Title*

\_\_\_\_\_  
*Fax Number Telephone Number Date*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*E-Mail Address*

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	<u>8</u>
Bilingual Authorization (applicant already holds teaching credential)	<u>2</u>
List target language(s) for bilingual authorization: <u>Spanish</u>	
Resource Specialist	<u>3</u>
Teacher Librarian Services	<u>0</u>

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	<b>5</b>
Single Subject	<b>3</b>
Special Education	<b>2</b>
<b>TOTAL</b>	<b>10</b>

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
<b>Science</b>	<b>1</b>
<b>Math</b>	<b>2</b>

**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? \_\_\_\_\_

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 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

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

From: Katherine Wright, Superintendent

Item Number: 13

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

**SUBJECT:**

Request Approval of Action Taken During Closed Session Regarding Student Discipline/Expulsion Hearing(s) or Stipulation Agreement(s) Action Taken to be Announced and Voted on Individually by Student Case Number to Maintain Student Confidentiality (Ed. Code 49070 (c) and 76232(c) - Board President Stone

4.1.1 Student Case #2122-321-006

4.1.2 Student Case #2122-311-007

**BACKGROUND:**

During Closed Session the Board will reviewed expulsion documents and recommendation submitted by Site Administrators and the River Delta Unified School District Administrative Discipline Panel.

**STATUS:**

The Board is to make a final decision on each expulsion case and vote individually in Open Session on each case using student case number.

**PRESENTER:**

Jennifer Stone, Board President

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

N/A

**RECOMMENDATION:**

That the Board votes in Open Session on each expulsion case.

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 14, 2022

Attachments: 4

From: Tammy Busch, Chief Business Officer

Item Number: 14

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

**SUBJECT:** Roofing Repairs and Replacement at Various Sites

**BACKGROUND:** On February 15, 2022 the Board approved the Master Plan for the Measure J and K Facilities Bond Programs. Included in the Master Plan was repair and replacement of roofing. The District subsequently contracted with the Bright Group to complete a survey of the District's roof and make recommendations.

**Status:** The Bright Group has completed their survey and has recommended replacement of roofs at Delta High School Admin Building North Wing, Rio Vista High School Admin/Library/Cafeteria Building and the two classroom buildings at D. H. White Elementary School. They have also recommended the repair of failed roofing along the edge of a portion of the classroom building at Bates Elementary School. In addition, the District Maintenance Department has identified other leaks including roofing repairs and minor repairs of interior finishes to the District Office, which the Bright Group investigated and recommends repairing as required. RGM Kramer has obtained a proposal from the Bright Group for design services for the roofing replacement and repair work and provide asbestos testing of the roofs. Upon completion of the design, the projects will be out for bid and presented to the Board for award of the contract(s). RGM Kramer has prepared the attached preliminary master budget for this work.

**Presenter:** Katherine Wright, Superintendent and Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:** Maria Denney and Ralph Caputo, RGM Kramer

**COST AND FUNDING SOURCES:** Measure J not to exceed \$1,119,245

Measure K not to exceed \$ 310,155

Maintenance/General Fund not to exceed \$15,000

**RECOMMENDATION:** Staff recommends the Board:

- (1) Approve the preliminary Master Budget for the roofing projects estimated costs \$1,429,400
- (2) Approve the attached proposal from the Bright Group in the amount of \$11,400 for design services and asbestos testing,
- (3) Approve the attached proposal from RGM Kramer in the amount of \$88,000 for construction management services,

Staff further recommends the Superintendent or designee, receive authorization to approve expenditures for miscellaneous roofing repairs not to exceed \$50,000 total for SFID #1, \$50,000 total for SFID #2, and \$15,000 for the District Office

Time allocated: 5 minutes



Description: Roofing Repair & Replacement  
 Buildings: NA  
 Square Feet: NA

X Preliminary  
 Pre Final  
 Final

Description	Amount	Comments
<b>A. SITE</b>		
1 SITE ACQUISITION/APPRaisal/TITLE	\$ -	
2 SURVEY	\$ -	
3 SITE SUPPORT - BOND FEES	\$ -	
4 LEGAL FEES - Allowances	\$ -	
5 OTHER (EIR/Negative Declaration)	\$ -	
6 OTHER	\$ -	
<b>SITE SUBTOTAL</b>	<b>\$ -</b>	
<b>B. PLANS</b>		
1 CONSULTANT DESIGN FEES	\$ 9,700	See attached breakdown by site
2 DSA FEES	\$ -	Not Applicable
DSA HOURLY FEES ALLOWANCE	\$ -	
4 HEALTH DEPARTMENT	\$ -	
5 ENERGY ANALYSIS FEES	\$ -	
6 DEPARTMENT OF EDUCATION - PLAN CHECK FEE	\$ -	
7 PRELIMINARY TESTS		
A. SOILS	\$ -	
B. OPSC & YRE CONSULTANTS	\$ -	
C. BIDDING AND ADVERTISING	\$ 7,500	See attached breakdown by site
D. ENGINEERING/CONSULTING	\$ -	
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ 1,700	See attached breakdown by site
8 ADMINISTRATIVE COSTS	\$ -	
<b>PLANS SUBTOTAL</b>	<b>\$ 18,900</b>	
<b>C. CONSTRUCTION</b>		
1 A. UTILITY SERVICE FEES	\$ -	
B. UTILITY SERVICE IMPROVEMENTS	\$ -	
2 OFF-SITE DEVELOPMENT	\$ -	
3 SERVICE SITE DEVELOPMENT	\$ -	
4 GENERAL SERVICE SITE DEVELOPMENT	\$ -	
5 MODERNIZATION	\$ 1,150,000	See attached breakdown by site
6 DEMOLITION / INTERIM HOUSING*	\$ -	
7 NEW CONSTRUCTION	\$ -	
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ -	
B. SPECIAL ACCESS COMPLIANCE	\$ -	
C. TECHNOLOGY ALLOWANCE	\$ -	
9 ENVIRONMENTAL ABATEMENT	\$ -	
10 AIR MONITOR CLEARANCE	\$ 15,000	Allowance
11 PROJECT MANAGEMENT	\$ 88,000	See attached breakdown by site
12 OTHER (ITEMIZE)		
A. Labor Compliance	\$ -	
B. MOVING/STORAGE (District Expense)	\$ -	
C. UNDERGROUND UTILITY SEARCH	\$ -	
<b>CONSTRUCTION SUBTOTAL</b>	<b>\$ 1,253,000</b>	
<b>D. TESTS (CONSTRUCTION LAB)</b>	<b>\$ -</b>	
<b>E. INSPECTION (IOR)</b>	<b>\$ -</b>	
<b>F. FURNITURE AND EQUIPMENT</b>	<b>\$ -</b>	
<b>G. CONTINGENCIES</b>	<b>\$ 157,500</b>	
<b>TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)</b>	<b>\$ 1,429,400</b>	

**River Delta Unified School District  
Roofing Replacement and Repairs at Various Sites**

**Master Budget Breakdown by Site**

Site	Const. Budget	Bright Group Fees		Bidding & Advertising	CM Fees	Air Monitoring	Contingencies	Totals
		Design	Asbestos					
<b>SFID #1</b>								
RVHS Bldg. D	\$ 350,000	\$ 2,200	\$ 425	\$ 2,500	\$ 26,783	\$ 5,000	\$ 52,500	\$ 439,408
DH White A & B	\$ 500,000	\$ 4,400	\$ 850	\$ 2,500	\$ 38,261	\$ 5,000	\$ 75,000	\$ 626,011
Misc. Repairs Allow.	\$ 50,000				\$ 3,826			\$ 53,826
<b>Subtotal</b>	<b>\$ 900,000</b>	<b>\$ 6,600</b>	<b>\$ 1,275</b>	<b>\$ 5,000</b>	<b>\$ 68,870</b>	<b>\$ 10,000</b>	<b>\$ 127,500</b>	<b>\$ 1,119,245</b>
<b>SFID #2</b>								
DHS Bldg. A	\$ 175,000	\$ 1,600	\$ 425	\$ 2,500	\$ 13,391	\$ 5,000	\$ 26,250	\$ 224,166
Bates Repairs	\$ 25,000	\$ 1,500			\$ 1,913		\$ 3,750	\$ 32,163
Misc. Repairs Allow.	\$ 50,000				\$ 3,826			\$ 53,826
<b>Subtotal</b>	<b>\$ 250,000</b>	<b>\$ 3,100</b>	<b>\$ 425</b>	<b>\$ 2,500</b>	<b>\$ 19,130</b>	<b>\$ 5,000</b>	<b>\$ 30,000</b>	<b>\$ 310,155</b>
<b>Totals</b>	<b>\$1,150,000</b>	<b>\$ 9,700</b>	<b>\$ 1,700</b>	<b>\$ 7,500</b>	<b>\$ 88,000</b>	<b>\$ 15,000</b>	<b>\$ 157,500</b>	<b>\$ 1,429,400</b>



P.O. Box 10278  
Napa, CA 94581  
Phone: 707-224-6877  
Fax: 707-224-7232  
www.brightgroup.us

May 18, 2022

Marlin Jones  
RGM Kramer, Inc.  
3230 Monument Way  
Concord, CA 94518

Re: Proposal for plans and specifications for River Delta Unified School District

Marlin,

Our proposal for preparing plans and specs for the River Delta USD are as follows:

1. Rio Vista High School – Cafeteria / Library / Office Building (Building D)  
Create & write technical specifications with detail drawings \$2,200.00  
Asbestos testing \$ 425.00  
Estimated project budget - \$350,000.00
2. Delta High School Office (Building A North Wing)  
Create and write technical specifications to remove tiles, replace  
underlayment, and reinstall tiles with new gutters \$1,600.00  
Asbestos testing \$. 425.00  
Estimated project budget (approximately 7,000 sq.ft. at \$25 per square  
foot - \$175,000.00
3. D.H. White Elementary School Classroom Building A  
Create and write technical specs with detail drawings \$2,200.00  
Asbestos testing \$ 425.00  
Estimated project budget - \$250,000.00
4. D.H. White Elementary School Classroom Building B  
Create and write technical specs with detail drawings \$2,200.00  
Asbestos testing \$ 425.00  
Estimated project budget - \$250,000.00
5. Bates Elementary School Repair  
Create specification for repair of roof edge and installation  
of a new expansion joint \$1,500.00

Based on our past work experience with the school district we would anticipate a successful and cooperative endeavor. Thank you for the opportunity to be of service.

Respectfully,

John Bennett



Program & Construction Management

May 20, 2022

Ms. Tammy Busch, Chief Business Official
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Re: Roofing Replacement and Repair at Various Sites
Construction Management Fee Proposal

Dear Ms. Busch:

In accordance with the Agreement between the District and RGM Kramer, Inc., the following is our fee proposal for construction management services for the Roofing Replacement and Repair at Various Sites project.

As set forth in the Agreement, our fee will be a fixed amount based on a percentage of the construction cost. We estimate the construction cost for the project to be approximately \$1,150,000. The final fees will be adjusted based on the final construction cost. The services to be provided shall be as described in the Agreement for the phases described below.

Our proposed CM fee for this project is as follows:

Table with 4 columns: Description, Estimated Constr. Cost\*, %, CM Fee\*. Rows include CM Fee Calculation breakdown: 8% of first \$500,000 (\$40,000), 7.5% of second \$500,000 (\$37,500), 7% of next \$1,000,000 (\$10,500), 6% of next \$4,000,000 (\$0), 5% of next \$4,000,000 (\$0), 4% over \$10,000,000 (\$0), Total \$1,150,000 (\$88,000).

\*Fee to be adjusted based on final construction cost.

Description	%	Fee
<b>CM Fee Breakdown by Phase:</b>		
Design	15.0%	\$ 13,200
Constructability Review & Estimating	10.0%	\$ 8,800
Plan Check, Bidding & Award	5.0%	\$ 4,400
Construction	65.0%	\$ 57,200
Occupancy & Close-Out	5.0%	\$ 4,400
Total	100.0%	\$ 88,000

RGMK will invoice the District monthly based on the percentage completion for each phase. In addition to the above fees, RGMK will invoice the District for reimbursable expenses (if any) at cost plus 10% as provided for in the Agreement.

If satisfactory, please sign and return one copy for our records.

Respectfully Submitted,



Ralph Caputo, CEO  
RGM Kramer, Inc.

CC: Kathy Wright, RDUSD  
Ralph Caputo, RGM Kramer, Inc.  
Marlin Jones, RGM Kramer, Inc.  
Maria Denney, RGM Kramer, Inc.  
Janice Betts, RGM Kramer, Inc.  
Shireen Harris, RGM Kramer, Inc.

Approved:  
River Delta Unified School District

By: \_\_\_\_\_

Date: \_\_\_\_\_





P.O. Box 10278  
Napa, CA 94581  
Phone: 707-224-6877  
Fax: 707-224-7232  
[www.brightgroup.us](http://www.brightgroup.us)

## Roof Report for River Delta USD

(Amended 03-23-2022)

We appreciate the opportunity to review and report on the roofs of the RDUSD. There are several important parameters that this report is based on that you need to know.

### ITEM 1

Roof leaks are a nuisance, but they don't indicate the total condition of a roof. We took notice of reported leaks, but we were not emphasizing the cause of isolated leak locations. We want to give the district an overall knowledge of their roofs. We can provide, if desired, names of good leak detecting roofers.

### ITEM 2

Clay tile roofs. There are many of these roofs in the district. This type of clay tile is approximately 80% waterproof, the remaining 20% depends on the base sheet under the tiles. Removing the tile, replacing the underlayment sheet, and re-installing the tile to maintain the aesthetics of the building is almost financially prohibitive and should only be considered in uniquely troubling situations. We only saw a single case of this in the district. (ref: District Office.) All other tiles roof appeared fine.

### ITEM 3

Gravel surface roofs. There are many of these throughout the district. Although functioning, they are all quite old, and California has banned new installations of this type and/or their restorations. The reason for this stipulation is the need to go "Cool" to reduce heat loads inside and outside. Gravel roofs are the least cool of all roof types. With the onset of climate change, rise in temperatures and drought, gravel roofs are no longer accepted in California. It is our recommendation that the district start planning on replacing the gravel roofs with cool roofs.

### ITEM 4

#### Mineral surface roofs

The district has many of these roofs with granular surfaces. Although they are not cool roof rated having a reflectivity of only 27%, they are better than gravel surfaced roofs. Many owners paint granular surfaced roofs with a white coating to give them a cool roof rated surface, but the results for heat reduction and HVAC savings is less than project costs merit.

### ITEM 5

#### Metal vs. Shingle roofs.

Metal roofs can easily outlast shingle roofs. This is even more prominent as hotter temperatures due to climate change will likely shorten the life of asphalt-based shingles. There are a couple of old

shingle roofs where our recommendations would be to replace the existing aged asphalt shingles with standing seam metal systems.

## ITEM 6

### Potential Project Issue

Current material availability is causing havoc in the pricing and scheduling of projects. Some standard roof materials currently are projecting lead times of 4-6 months with some extending out to as long as 10-12 months. Some materials are available with only 2-to-3-month lead times, but availability of all required components must be factored into the time table for roofing projects. For example, although roof membrane materials may be available, insulation and cover board may have a longer wait time. Fasteners for attaching insulation and other roof assembly components may have an even longer production backlog. Without fasteners, the insulation and cover boards cannot be installed causing delays in the installation of the waterproofing membrane. Reroofing schedules may require that some work be done during the school year as materials become available. During the design phase it is imperative that material availabilities be considered to meet schedule requirements.

The following is a summation of the observations performed during the site visits on March 1<sup>st</sup>, 2022.

# River View Middle School

## **Roof Type & Condition:**

Entire site, excluding gym & adjoining well, is an older gravel surfaced system. They are currently in fair condition.

Gym & adjoining well are mineral surface cap sheet in good condition.

## **Recommendation:**

Remove gravel surfaces and replace with cool roof system.

Perform routine maintenance and cleaning of debris so drains will not clog during periods of heavy rain.



# Walnut Grove Elementary

## Roof type & condition:

The roofing on the classrooms is new standing seam metal in good condition

Multipurpose room has a mineral surfaced cap sheet which appears to be in good condition

The mansard areas of multipurpose room are covered by asphalt shingles beginning to show signs of age. Current condition is fair.

The Old gym has older style of asphalt shingles in fair to poor condition.

## Recommendation

Replace old gym shingles with standing seam metal roof system.

South side of multipurpose room has a history of a leak and surface deterioration due to kids access. No major work now but a good leak repair is needed.





## D.H. White Elementary

### Roof Type & Condition:

All roofs here are old gravel surface roofs. There are areas showing repair efforts.

### Recommendation

Replace gravel roofs with cool roof system or standing seam metal roof assembly.



## Isleton Elementary

### Roof type & condition:

Library & Office – New metal & elastomeric single ply (Elvaloy) in good condition

Classroom Wing - Mineral surfaced cap sheet in good condition

Gym – Asphalt Shingle roof in good condition

### Recommendation:

Nothing required at this time.

# Rio Vista High School

## Roof Type & condition:

Cafeteria - Gravel surface in fair condition

Main Office - mineral surfaced cap sheet in poor condition

Wood Shop - Shingles and elastomeric single ply (Elvaloy} New and in good condition

F Building - Mineral surfaced cap sheet in good condition.

E Building - Elastomeric single ply (TPO) in good condition

Gym - Elastomeric single ply (TPO) in good condition

## Recommendation:

Replace cafeteria roofs with cool roof system.

Replace main office roof with cool roof system.



# Delta High School

## Roof type, condition, & recommendations

Main Office - This building has a combination of clay tiles and mineral surfaced cap sheet.

**Recommendation:** Remove and stack the existing clay tile for reuse. Remove and dispose of existing base sheet underlayment. Install new underlayment and reinstall clay roofing tile.

Agriculture Art Wing - The elastomeric white single ply (TPO) is in good condition

Welding Shop - Asphalt shingles on this building are in fair to good condition

Auto Shop - New standing seam metal is in good condition

Media - Mineral surfaced cap sheet appears to be in good condition

Book Room - The mineral surfaced cap sheet on old metal roof is in poor condition

**Recommendation:** remove and replace.

Charter Building - Clay tile is in good condition

Weight Room - This shingle Roof is in poor condition.

**Recommendation:** replace with standing seam metal roof.

Science & Agriculture Building - The largest areas are standing seam metal roofs which appear to be in good condition. The flat roof section is mineral surfaced cap sheet and looks to be in good condition

Gymnasiums - The asphalt shingles are in fair condition.

The flat roof sections are gravel surfaced built up roofs.

**Recommendation:** Remove and replace the flat roof sections with a Cool roof system. Replace the asphalt shingles with standing seam metal roofing panels.



# Bates Elementary

## Roof Types and Condition

Main Facility - Clay Tiles & Mineral Surface cap sheet. The clay tile area is in fair to good condition. Flat roof areas are generally in good condition with some areas requiring attention.

**Recommendation:** Some clay tiles are displaced and should be realigned to cover exposed areas. Rebuild 75 lineal feet of sunken edge. Install new expansion joint. Estimated cost for edge repair - \$15,000. Estimated cost to replace expansion joint - \$10,000.

### Old Gym - Shingles and Flat Areas

The shingles are in fair to good condition with no work currently required.

Flat areas are very old with areas that appear to be open to potential water intrusion.

**Recommendation:** Flat roof areas should be replaced as needed with cool roof rated assemblies.

### Wood Shop - Shingles & Gravel roofs

Shingles are very old.

**Recommendation:** Replace roofs with standing seam metal roof system

Gravel Roofs are very old and in poor condition.

**Recommendation:** Replace gravel roof areas with cool roof system. NOTE; Wood fascia boards are in need of repair.

Mokelumne High - Gravel surface roofs are very old.

**Recommendation:** Replace gravel surfaced roof areas with standing seam metal roof system.





## **Clarksburg Middle School Including Cafeteria**

### **Roof Type and Condition**

Clay Tile areas - good condition. No work currently required.

The shingle area is very old.

**Recommendation:** Replace shingles with standing seam metal roof system.

Mineral surface cap sheet is generally in good shape.

**Recommendation:** Small area of an edge has an issue near gutter that needs some repair.



## **RVUSD District Office**

### **Roof type & condition**

There are several smaller roof areas here, divided by low parapet walls, All roofs are of the same style - mineral surfaced cap sheets. There is good slope to drains and NO work is suggested at this time.

### **Cupola**

An area of approximately 20 x 20 has a tile roof that is in poor condition. It should be considered for rebuilding if the District desires it for looks. There is a second roof below the cupola that is in good shape. The cupola is purely cosmetic.



## **Rio Vista Roof Project Suggestions**

All gravel roofs are old & outdated; they should be replaced with "Cool" roof systems.

In order of priority:

D.H. WHITE

DELTA HIGH SCHOOL – Office area

RIVER DELTA - Gym and cafeteria

RIO VISTA - Cafeteria

RIVER VIEW - All areas excluding gym & cafeteria

BATES ELE - Auto shop

Shingle roof areas

WALNUT GROVE - Old gym  
CMS - Multi-purpose Room

Tile Roof  
District Office - Cupola roof

## NOTE

Currently, roofing projects are heavily impacted with extended lead times for material deliveries ranging from 3 months to as long as 10 months for some products, labor shortages as a result of transitions during the covid restrictions, rising costs due to inflationary pressures ranging from the raw material shortages and allocations placed on manufacturers, and the war in Ukraine. Most material deliveries are pricing at time of shipments and are making project estimating and scheduling difficult at best. One sector, metal panel roof system, currently has a much higher reliability of pricing and scheduling. Therefore, the following potential roof jobs are suggested:

D.H. WHITE  
DELTA HIGH SCHOOL – OFFICE AREA  
OLD GYM - WALNUT GROVE  
SLOPED GYM AREAS - RIVER DELTA HIGH  
MP ROOM – CMS

There is also the option of performing the work during the school year as products become available bearing in mind that there would be some disruption at the facilities.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 15

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

**SUBJECT:**

Request to Approve the Purchase of Modular Classrooms Buildings, Consultant Proposals and Preliminary Master Budget for Replacement of Leased Portable Classrooms at D. H. White Elementary School

**BACKGROUND:** On February 15, 2022 the Board approved the Master Plan for the Measure J and K Facilities Bond Programs. Included in the Master Plan was replacement of leased portables at D. H. White Elementary School. The District currently leases two portables at the site. The portables are nearing the end of their useful life and cost the District \$1,913.83 per month in ongoing lease expenditures.

**Status:** RGM Kramer has obtained proposals to purchase two reconditioned modular classrooms, similar to the two installed at the site in 2020. The proposed classrooms will be on permanent concrete foundations. Proposals have also been obtained for architectural services, Construction Management Services (CMS) and a site survey. Site improvements and concrete foundations will be publicly bid and presented to the Board for award after completion of design and approval of plans by the Division of State Architect. RGM Kramer has prepared the attached preliminary master budget for the project.

**Presenter:** Tammy Busch, Chief Business Officer and Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:** Maria Denney and Ralph Caputo, RGM Kramer

**COST AND FUNDING SOURCES:** Measure J not to exceed \$890,169.

**RECOMMENDATION:** Staff recommends the Board:

- (1) Approve the Preliminary Master Budget at an estimated cost of \$860,169 – Included in the Master Budget are demolition costs, site improvements, construction lab tests, inspections, DSA fees, legal fees, Dept. of Education – Plan check fees, furniture, advertising, OPSC consultants, and contingencies of approximately \$580,710
- (2) Approve the purchase of two modular classroom buildings from Mobil Modular, Inc. in the amount of \$205,497 (Included in Master Budget),
- (3) Approve the proposal from Wilson Architecture, Inc. in the amount of \$19,800 for architectural services (Included in Master Budget),
- (4) Approve the proposal from BKF Engineering in the amount of \$5,500 for site survey Services (Included in Master Budget), and,
- (5) Approve the proposal from RGM Kramer in the amount of \$48,662 for CMS services (Included in Master Budget).

Staff further recommends the Superintendent or designee receive authorization to approve additional miscellaneous consulting services and expenses provided for in the budget as may be required to complete the design and obtain approval from DSA. The total not to exceed \$30,000.

Time allocated: 5 minutes



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

X Preliminary  
Pre Final  
Final

Option 1: 2 each 30x32 Classrooms

Description	Amount	Comments
<b>A. SITE</b>		
1 SITE ACQUISITION/APPRaisal/TITLE	\$ -	
2 SURVEY	\$ 5,500	Per attached proposal from BKF
3 SITE SUPPORT - BOND FEES	\$ -	
4 LEGAL FEES - Allowances	\$ 3,500	Allowance
5 OTHER (EIR/Negative Declaration)	\$ -	
6 OTHER	\$ -	
<b>SITE SUBTOTAL</b>	<b>\$ 9,000</b>	
<b>B. PLANS</b>		
1 ARCHITECT'S FEE FOR PLANS	\$ 19,800	Per attached proposal from Wilson.
2 DSA FEES	\$ 9,581	Per DSA fee schedule
DSA HOURLY FEES ALLOWANCE	\$ -	
4 HEALTH DEPARTMENT	\$ -	
5 ENERGY ANALYSIS FEES	\$ -	
6 DEPARTMENT OF EDUCATION - PLAN CHECK FEE	\$ 417	
7 PRELIMINARY TESTS		
A. SOILS	\$ -	
B. OPSC & YRE CONSULTANTS	\$ 5,000	
C. BIDDING AND ADVERTISING	\$ 3,500	
D. ENGINEERING/CONSULTING	\$ -	
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ -	
8 ADMINISTRATIVE COSTS	\$ -	
<b>PLANS SUBTOTAL</b>	<b>\$ 38,298</b>	
<b>C. CONSTRUCTION</b>		
1 A. UTILITY SERVICE FEES	\$ -	
B. UTILITY SERVICE IMPROVEMENTS	\$ -	
2 OFF-SITE DEVELOPMENT	\$ -	
3 SERVICE SITE DEVELOPMENT	\$ -	
4 GENERAL SERVICE SITE DEVELOPMENT	\$ 375,000	Estimated Site Improvement. Costs
5 MODERNIZATION	\$ -	
6 DEMOLITION / INTERIM HOUSING*	\$ 15,000	Disconnect/remove existing portables.
7 NEW CONSTRUCTON	\$ 205,497	Per Mobil Modular Quote
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ -	
B. SPECIAL ACCESS COMPLIANCE	\$ -	
C. TECHNOLOGY ALLOWANCE	\$ -	
9 ENVIRONMENTAL ABATEMENT	\$ -	
10 AIR MONITOR CLEARANCE	\$ -	
11 PROJECT MANAGEMENT	\$ 48,662	Per Contract Schedule
12 OTHER (ITEMIZE)		
A. Labor Compliance	\$ -	
B. MOVING/STORAGE (District Expense)	\$ -	
C. UNDERGROUND UTILITY SEARCH	\$ -	
<b>CONSTRUCTION SUBTOTAL</b>	<b>\$ 644,159</b>	
<b>D. TESTS (CONSTRUCTION LAB)</b>	<b>\$ 14,887</b>	
<b>E. INSPECTION (IOR)</b>	<b>\$ 52,000</b>	
<b>F. FURNITURE AND EQUIPMENT</b>	<b>\$ 12,500</b>	Allowance
<b>G. CONTINGENCIES</b>	<b>\$ 89,325</b>	
<b>TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)</b>	<b>\$ 860,169</b>	





**Mobile Modular Management Corporation**  
 5700 Las Positas Road  
 Livermore, CA 94551  
 Phone: (925) 606-9000 Fax: (925) 453-3201  
[www.mobilemodular.com](http://www.mobilemodular.com)

**Sale Agreement**

Contract: 210047951.1  
 Date Printed: 05/18/2022

Customer & Site Information		Mobile Modular Contact
<b>Customer Information:</b> <b>River Delta USD</b> 445 Montezuma St Rio Vista, CA 94571 Marlin Jones marlinj@rgmkramer.com (707) 338-4538	<b>Site Information:</b> River Delta USD 500 Elm Way Rio Vista, CA 94571 Marlin Jones marlinj@rgmkramer.com (707) 338-4538  <b>Customer PO/Reference:</b> Exp: // By:	<p align="center">Questions?</p> Please Contact: Kevin Gibson Kevin.Gibson@mobilemodular.com Direct Phone: (925) 453-3143 All other inquiries: (925) 606-9000

Product Information				
	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 30x32 DSA (Item1117) <i>Open Tackboard interior.</i> <i>This is for Building ID 63068 (S/N 22954 &amp; 22955) Manufacture is Aurora. A# 10-0408.</i>	1	<b>\$83,606.00</b>	<b>\$83,606.00</b>	Y
Classroom, 30x32 DSA (Item1117) <i>Open Tackboard interior.</i> <i>This is for Building ID 63024 (S/N 22963 &amp; 22964) Manufacture is Aurora. A# 10-0408.</i>	1	<b>\$83,606.00</b>	<b>\$83,606.00</b>	Y

	Qty	Charge Each	Total One Time	Taxable
<b>Charges Upon Delivery:</b>				
<b>Classroom, 30x32 DSA (Item1117)</b>				
Block and Level Building (B7)	1	<b>\$6,164.00</b>	<b>\$6,164.00</b>	N
Delivery Haulage Fuel 10 Wide Lowboy	3	<b>\$160.00</b>	<b>\$480.00</b>	N
Delivery Haulage Lowboy 10 wide	3	<b>\$1,068.00</b>	<b>\$3,204.00</b>	N
Delivery Haulage Permit 10 wide Lowboy	3	<b>\$126.00</b>	<b>\$378.00</b>	N
Delivery Haulage Pilot 10 wide Lowboy	3	<b>\$399.00</b>	<b>\$1,197.00</b>	N
Install Cabinet onsite (PW) <i>Prevailing Wage Cert. Payroll</i> <i>This is for cabinet that lands on modline.</i>	1	<b>\$740.00</b>	<b>\$740.00</b>	N
Service, Crane On Delivery (PW) <i>Prevailing Wage Cert. Payroll</i>	1	<b>\$8,580.00</b>	<b>\$8,580.00</b>	N
			<b>\$20,743.00</b>	
<b>Classroom, 30x32 DSA (Item1117)</b>				
Block and Level Building (B7)	1	<b>\$6,164.00</b>	<b>\$6,164.00</b>	N
Delivery Haulage Fuel 10 Wide Lowboy	3	<b>\$160.00</b>	<b>\$480.00</b>	N
Delivery Haulage Lowboy 10 wide	3	<b>\$1,068.00</b>	<b>\$3,204.00</b>	N
Delivery Haulage Permit 10 wide Lowboy	3	<b>\$126.00</b>	<b>\$378.00</b>	N
Delivery Haulage Pilot 10 wide Lowboy	3	<b>\$399.00</b>	<b>\$1,197.00</b>	N
Instal Cabinet onsite (PW) <i>Prevailing Wage Cert. Payroll</i> <i>This is for cabinet that lands on modline.</i>	1	<b>\$740.00</b>	<b>\$740.00</b>	N
			<b>\$12,163.00</b>	
		<b>Tax:</b>	<b>\$5,378.82</b>	
		<b>Total Sales Price Including Tax:</b>	<b>\$205,496.82</b>	

**Special Notes**

**Additional Note:** This is a sale quote for (2) used 30x32 DSA classroom units sold in good condition. Quote includes removing existing flooring and installing new VCT tile flooring, 7' of tall cabinets, 10.5' of base cabinets with sink/bubbler, and replacing existing single pane windows with dual pane windows. Ramps will not be included. Closure Panels will not be included.



**Mobile Modular Management Corporation**  
5700 Las Positas Road  
Livermore, CA 94551  
Phone: (925) 606-9000 Fax: (925) 453-3201  
[www.mobilemodular.com](http://www.mobilemodular.com)

## Sale Agreement

Contract: 210047951.1  
Date Printed: 05/18/2022

Customer is responsible to build concrete foundation and Mobile Modular will crane on units and attach to foundation. Quote is based on level and accessible site by normal truck delivery.

**Budgetary Quote:** Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit [www.mobilemodularrents.com](http://www.mobilemodularrents.com) and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". \*Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

### **Delivery Date:**

**Delivery Date:** Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

**DSA Classrooms include:** (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

**Ramps:** Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

**Site Installation Requirements:** Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

**Site Plan Review:** Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

### **Used building sale:**

**Quotation is for a used modular building sold in "as is" condition. Unless stated otherwise, MMMC will only perform a general cleaning & repair, reseal the roof, doors & windows, and test the electrical, mechanical & plumbing systems to ensure working condition at the time of delivery. For warranty information, please refer to the Supplemental Sale Terms and Conditions located on Seller's website at:**

<https://www.mobilemodular.com/Content/Documents/ContractTerms/Supplemental-Sale-T-and-C.pdf>

**Yes - Prevailing Wage:** Pricing includes prevailing wage and certified payroll for installation work performed on site.

### **Crane Usage:**

**Customer must be aware that there are inherent risks associated with crane usage. While every reasonable effort will be made to prevent the occurrence of injuries or damage to property, Mobile Modular shall not be held liable should such injuries or property damage occur. Customer is solely responsible for each of the following actions which may be required to facilitate craning of the equipment:** 1) notifying neighboring residents or businesses and ensuring their cooperation and compliance with all requirements to block off certain designated parking areas or street access as may be required to accommodate the delivery/removal, staging and craning of the equipment; 2) obtaining any applicable permits; and 3) signage and traffic control required to block off and/or protect parking areas, street access, sidewalks, curbs, drive surfaces, utilities, trees, planters, etc., which may be impacted by the delivery/removal and craning process. Mobile Modular shall not be responsible for the crane equipment, crane operators or any crane-related items such as road guards, spotters, rigging, or the like. Customer shall be responsible for any additional charges which may result from unforeseen conditions, such as impeded access to designated street or sidewalk areas, wind conditions or inclement weather of any kind which may cause delays or necessary rescheduling of the delivery or removal. All crane fees are

## Special Terms & Important Contractual Information

- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery. Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation of same.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified**





**Mobile Modular Management Corporation**  
5700 Las Positas Road  
Livermore, CA 94551  
Phone: (925) 606-9000 Fax: (925) 453-3201  
[www.mobilemodular.com](http://www.mobilemodular.com)

<p><b>Sale Agreement</b> Contract: 210047951.1 Date Printed: 05/18/2022</p>
---

wages.



**Mobile Modular Management Corporation**  
 5700 Las Positas Road  
 Livermore, CA 94551  
 Phone: (925) 606-9000 Fax: (925) 453-3201  
[www.mobilemodular.com](http://www.mobilemodular.com)

**Sale Agreement**  
 Contract: 210047951.1  
 Date Printed: 05/18/2022

**Incorporation by Reference**

The Sale Agreement is subject to the Supplemental Sale Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Seller, in its sole discretion, and can be viewed in the Resources section of Seller's website at (<https://www.mobilemodular.com/contractterms>). The Buyer hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

**Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.**

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("**Seller**") and buyer ("**Buyer**", as described in the Sale Agreement in the section titled "Customer Information") hereby agree to this Sale Agreement and the terms and conditions set forth in the Sale Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Sale.

<p><b>SELLER:</b></p> <p align="center">Mobile Modular Management Corporation</p> <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Date:</p>	<p><b>BUYER:</b></p> <p align="center">River Delta USD</p> <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Date:</p>
---	--

**ATTACHMENT A**

**SALE TERMS AND CONDITIONS**

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Sale Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. Each such Sale Agreement ("**Agreement**"), and the sale provisions on the Seller's website at (<https://www.MobileModular.com/ContractTerms>) (the "**Incorporated Provisions**"), to which are incorporated by reference into the Agreement, shall constitute a separate and independent sale (a "**Sale**") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **TIME PAYMENT; TITLE RETENTION.**

(a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "**Purchase Price**") is set forth in the Sale Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. **CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer's site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer's cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Sale Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has



**Mobile Modular Management Corporation**  
5700 Las Positas Road  
Livermore, CA 94551  
Phone: (925) 606-9000 Fax: (925) 453-3201  
[www.mobilemodular.com](http://www.mobilemodular.com)

## Sale Agreement

Contract: 210047951.1  
Date Printed: 05/18/2022

been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.

**4. DELIVERY AND PLACEMENT OF EQUIPMENT.** Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "Site"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.

**5. INSPECTION AND ACCEPTANCE.** Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.

**6. BUYER AGREEMENTS.** Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.

**7. LOSS OR DAMAGE.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.

**8. INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.

### 9. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

**10. TERMINATION FOLLOWING BREACH.** In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.



**Mobile Modular Management Corporation**  
5700 Las Positas Road  
Livermore, CA 94551  
Phone: (925) 606-9000 Fax: (925) 453-3201  
[www.mobilemodular.com](http://www.mobilemodular.com)

## Sale Agreement

Contract: 210047951.1  
Date Printed: 05/18/2022

11. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

### 12. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

13. **SELLER'S EXPENSES.** Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

14. **LICENSE AND TRANSFER FEE(S).** If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

15. **COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

16. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

### 17. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev. 08/22/16



**WILSON ARCHITECTURE, INC.**

609 15<sup>TH</sup> STREET  
MODESTO, CA 95354-2510  
(209) 577-0114  
(209) 577-0116 FAX  
arcnorm@pacbell.net

**PROPOSAL/AGREEMENT**

When returning this document to Wilson Architecture, Inc. please return all pages (by fax or mail). Thank you.

May 19, 2022

Katherine Wright  
River Delta Unified School District  
445 Montezuma Street  
Rio Vista, California 94571

**RE: Installation of (2) Portables at D H  
White Elementary School**

Dear Ms. Wright,

We have reviewed the proposed area of work on the site for the D H White Elementary School with Marlin Jones from RGMK. We understand that we will need to submit and receive DSA approval for installation of (2) standard (30x32) relocatable buildings, set with an "at grade" concrete foundation system with wood pads at permanent locations, utilizing the manufacture's PC approved foundation system. Based on the information received, our office will prepare the architectural site plan and electrical / data / fire alarm, compile modular plans with ours and submit to DSA for approval.

The District will supply as-built drawings, as necessary, to determine connection locations, current accessible restrooms, drinking fountain, and accessible parking. We assume there is enough electrical power available close to the building locations to make them readily connected.

The project will require an appointment with DSA for final approval, stamp out, and processing. We have assumed that there will be a maximum of (1) type of modular drawings (one PC).

The current fire alarm system may need upgrading to accommodate the new buildings, and include the new Voice Evac fire alarm requirements by DSA. This should only require adding a voice amplifier and microphone at the front FACP, booster panel, and new devices within the new buildings, and may already be in-place from the previous modular project. We have not included the design or replacement of the main fire alarm system at the campus in our proposal.





TO: Katherine Wright, Superintendent  
 River Delta Unified School District  
 FROM: Norman Wilson, Wilson Architecture, Inc.  
 SUBJECT: Installation of (2) Portables at D H White Elementary School

May 19, 2022  
 Page 2

Our fee for the above project will be \$17,800.00, plus any additional required structural engineering (if applicable), and will include submittals and stamp out with DSA, coordination with the modular manufacturer, old drawings.

Total . . . . . \$17,800.00  
 + Reimbursables

Reimbursables are in addition to the Fee as quoted above. Reimbursables include, but are not limited to: large format prints/copies, xerox copies, shipping, mileage, and postage. We estimate the reimbursables for this project to be \$2,000. We may pay your initial plan check submittal fee/DSA Fees as a courtesy, but this is excluded from our contract price and will be billed separately in addition to the above stated fees.

Included in our fee are the development of construction drawings for:

1. Architectural Drawings.
2. Electrical / Data Drawings / Fire Alarm (based on information given to us by the District).
3. Coordination with Modular Drawings provided to us by the District.
4. Submittal and stamp out with DSA.

Excluded from our fee:

1. Civil Engineering.
2. Landscape Design and Working Drawings.
3. All permit fees, submittal fees, etc.
4. Topo and boundary surveys, soils reports, material testing, etc. No surveying will take place and relative grading will be handled by the District's contractor making all adjustments needed.
5. Structural Engineering.
6. Any modifications required to existing buildings or relocated buildings.
7. Seismic Evaluation of used modular buildings.
8. Reimbursables.

DSA now requires that we certify that the relocated modular classroom is able to installed at your new site.

1. We must make sure the proposed building location is not in a flood zone and provide DSA with documentation stating this.
2. We must review the modular building plans (supplied by the District or obtained from DSA archives) and confirm that the building is allowed in the proposed seismic location (Seismic Zone/Fault Line Review...new regulation), if the building meets basic requirements we can proceed with the project (at no cost), if the building does not meet the basic requirements we will be required to provide a letter from a California Registered Structural Engineer that he has reviewed the drawings and the building meets the requirements of the seismic zone where the building is being proposed to be installed. **We did not include**



TO: Katherine Wright, Superintendent  
River Delta Unified School District  
FROM: Norman Wilson, Wilson Architecture, Inc.  
SUBJECT: Installation of (2) Portables at D H White Elementary School

---

May 19, 2022  
Page 3

**any additional fees for this evaluation.** It is possible that it may not be necessary if you have a current Geotechnical Report that addresses modular buildings on wood foundations for this site.

If the building or site location does not meet these requirements DSA will not be allowed to be moved/relocated onto the site.

The site may need a site plan review and signature by the local fire authority and may need a new hydrant, or Fire Department required access and gates. New handicapped parking, striping and access may be required. We need to know the latest revisions/modernization of existing restrooms and locations to comply with DSA/ACS approval requirements for each site, along with proposed locations of new buildings.

We will need a PTN (Project Tracking Number) as assigned by the Office of Public School Construction (OSPC). The PTN is a joint tracking number that is used by DSA, OPSC, and other government agencies. A username and password must be used to obtain the PTN from the OPSC website. **DSA will no longer accept any plans that do not have a PTN as part of the application.**

All billings will be monthly as work is completed with carrying charges at 1½% monthly (18% Annually) on any amount unpaid for 30 days. Payment of invoices from Wilson Architecture, Inc. are not contingent on receipt of any loan proceeds, draws from loans/lines, escrow proceeds, payments from any Financial Institutions/Government Agencies, and/or tenant(s)/lessee(s). A copy of our "Standard Provisions of Agreement" (attached) are hereby part of this agreement. All permit and application fees, any required engineering, reimbursables, planning approval for uses is not part of the scope of work.

Please review this information and confirm by signing below and returning (1) copy by fax immediately and the original by mail. Please attach any necessary billing information or purchase order numbers required.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,

Norman E. Wilson  
License #C10851

NEW:jph K:\WPData\Contracts\222639 Rio Vista - D H White ES Portables.frm



TO: Katherine Wright, Superintendent  
 River Delta Unified School District  
 FROM: Norman Wilson, Wilson Architecture, Inc.  
 SUBJECT: Installation of (2) Portables at D H White Elementary School

---

May 19, 2022  
 Page 4

By signing this, I state that I am authorized representative to sign for the company / partnership / corporation / limited liability company / government agency as indicated in this document and agree to the terms and conditions set out in this agreement and have received the "Standard Provisions of Agreement" as part of this agreement.

**Approved**  
 River Delta Unified School District

May 19, 2022

---

*Authorized Signature*

Date

---

Name and Title

Purchase Order/Internal #: \_\_\_\_\_

Proposal Fee Summary:	
Fee (Lump Sum)	\$17,800.00
Reimbursable Allowance	\$ 2,000.00
Total incl. Reimbursable	\$19,800.00





TO: Katherine Wright, Superintendent  
 River Delta Unified School District  
 FROM: Norman Wilson, Wilson Architecture, Inc.  
 SUBJECT: Installation of (2) Portables at D H White Elementary School

May 19, 2022  
 Page 5



WILSON ARCHITECTURE, INC.  
 609 15<sup>TH</sup> STREET  
 MODESTO, CA 95354-2510  
 (209) 577-0114  
 (209) 577-0116 FAX

Job #: 222639

**CURRENT BILLING INFORMATION**

Name/Address: Katherine Wright  
 River Delta Unified School District  
 445 Montezuma Street  
 Rio Vista, California 94571

**REVISED BILLING INFORMATION**

Name:	
Address:	
City, State & Zip:	
Contact:	
Phone No.:	
Fax No.:	

Approved By:	
Date:	



TO: Katherine Wright, Superintendent  
River Delta Unified School District  
FROM: Norman Wilson, Wilson Architecture, Inc.  
SUBJECT: Installation of (2) Portables at D H White Elementary School

May 19, 2022  
Page 6

### STANDARD PROVISIONS OF AGREEMENT

The Client and Architect agree that the following provisions shall be part of their agreement.

1. The client binds itself and its, successors, and assigns to the Architect of this agreement in respect to all of the terms and conditions of this agreement. Architect, as used hereinafter in the agreement, shall be the Architect and his separate engineering consultants, if any.
2. Neither the client nor Architect shall assign his interest in this agreement without the written consent of the other which will not be unreasonably withheld.
3. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
4. Architect and Client hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Architect against Client or Client against Architect on any matter whatsoever arising out of, or in any way connected with, this agreement, the relationship of Architect and Client, Client use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect. If any action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and other necessary disbursements in addition to any other releases he may be entitled. Client and Architect hereby agree that if any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing becomes necessary to enforce or interpret the terms of this agreement, the place of venue shall be Stanislaus County, California.
5. All original papers, documents, copies, and computer tapes and files thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the sole property of the Architect. Services provided within this agreement are for the exclusive use of the client for the project only. The client may retain one reproducible sets of drawings plus prints of such work for project reference only and shall not reuse documents for other projects, and shall further hold the architect harmless from use of drawings for whatever purpose.
6. The Architect makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the Architect shall not be responsible for fluctuations in cost factors, or partial or overall costs.
7. Architect does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor is he responsible for their acts or omissions.
8. In the event that any changes are made in the plans and specifications by the client or persons other than Architect, which affects the Architect's work, any and all liability arising out of such changes is waived as against the Architect and the client assumes full responsibility for such changes unless client has given Architect prior notice and has received from Architect written consent for such changes.
9. The Architect is not responsible, and liability is waived by client against Architect, for use by client of any other person of any plans and drawings not signed by Architect. **The Client agrees that the Architect has no responsibility for the design or their respective drawings, for any other items noted as "excluded" from the project on our attached proposal.**
10. The client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the client further agrees to defend, indemnify and hold the Architect harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the negligence of the Architect.
11. A late payment FINANCE CHARGE (including bookkeeping charges) will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, and will be applied to any unpaid balances commencing 30 days after the date of the original invoice. A written notice of late payment must be given to the Client notifying him of default.
12. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required the said additional work shall be paid by client as extra work.
13. Limitation of Liability: The entire and combined liability of the Architect, with the exception of liability for personal injury, shall in no event exceed the total amount actually paid to the Architect by the Owner for services performed hereunder, due to the limited scope of services.
14. In the event all or any portion of the work prepared or partially prepared by the Architect by suspended, abandoned, or terminated, the client shall pay the Architect for the work performed on the agreed hourly basis, not to exceed any maximum contract amount specified herein.
15. Rights of Lien: The owner and/or client acknowledges and accepts the architects and consultants rights to protect their rights to fair compensation for services performed. The owner herein acknowledges the consultants' right and recourse to file notice of liens, preliminary, and final actions as necessary to protect such rights of collection whether on developed or unimproved lands where professional services have been performed for the owner, or title holder, or optionee of such lands where studies, drawings or other services have been performed under this agreement.
16. All public advertising, mailers, sales information, and other publicity where the building or project, is shown as a significant portion of the advertisement, shall bear the Architect's name with the building/project photos/prints and other advertisements, unless so directed otherwise by the Architect, and shall be done in a professional manner acceptable to the Architect. The Client agrees to allow the Architect to install a job sign on the project.
17. Unless stipulated otherwise, the client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessments fees, engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, travel, courier service, blueprints and reproductions. All such costs shall be charged to client separately on each invoice as reimbursable expenses to this agreement in addition to the fee. Consultants services to the Architect shall be billed at 1.5 x Architect's direct costs when such work



TO: Katherine Wright, Superintendent  
River Delta Unified School District  
FROM: Norman Wilson, Wilson Architecture, Inc.  
SUBJECT: Installation of (2) Portables at D H White Elementary School

---

May 19, 2022  
Page 7

- is not part of Architect's basic services.
18. Asbestos and other Hazardous Materials: The Architect and his consultants do not perform services related to the identification, containment, design, control, or removal of asbestos or other hazardous materials nor will they assume liability for any damages or costs related to these materials. This includes all hazardous materials including the newly discovered implications or "acid rain" and "indoor pollution".
  19. It is understood between the Owner and the Architect that any construction project involves interpretation of codes and information from many sources, and that during the course of construction various items of correction are needed, due to these circumstances and errors/omissions from the drawings, therefore the Owner will provide sufficient construction contingency funds equal to a minimum of 10-15% of project budgets (building) to cover field and change orders and other necessary changes/modifications required for a completed project. The architect will not pay for change orders or back charges, but will provide prompt and free services to correct such oversights as necessary for such related responsibilities.
  20. Time for review and recommendations for field and change orders that are not the direct responsibility of the architect or their engineers shall be additional services based on standard hourly rates and charges.
  21. This agreement when executed and returned with any other requested documents/fees shall authorize the Architect and Consultants to proceed immediately under the terms of the agreement. This agreement shall automatically terminate twelve (12) months from execution of this agreement or sooner if all services have been performed.
  22. The Client will supply the Architect all information known about underground site utilities or other underground concerns. The Architect will not be held responsible for job related problems relating to underground items not transmitted to the Architect.
  23. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party, but only after the other party is given:
    - a. not less than ten (10) days' written notice of intent to terminate; and
    - b. an opportunity for consultation with the terminating party prior to termination.
  24. This Agreement may be terminated in whole or in part by CLIENT for its convenience; but only after the ARCHITECT is given:
    - a. not less than fifteen (15) days' written notice of intent to terminate; and
    - b. an opportunity for consultation with CLIENT prior to termination.
  25. If termination for default is effected by CLIENT, CLIENT will pay ARCHITECT that portion of the compensation which has been earned as of the effective date of termination but:
    - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - b. any payment due to the ARCHITECT at the time of termination may be adjusted to the extent of any additional costs occasioned to CLIENT by reason of the ARCHITECT's default.
  26. If termination for default is effected by the ARCHITECT, or if termination of convenience is effected by CLIENT, an equitable adjustment in the compensation shall be made, which shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.
  27. Upon receipt or delivery by ARCHITECT of a termination notice, the ARCHITECT shall:
    - a. promptly discontinue all services affected (unless the notice directs otherwise); and
  28. Upon termination, CLIENT may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the ARCHITECT shall cease conduction business, CLIENT shall have the right to offer employment to any employee of the ARCHITECT assigned to the performance of this Agreement.
  29. The rights and remedies of CLIENT and the ARCHITECT provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
  30. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
    - a. Delays arising from the actions or inactions of one or more of ARCHITECT's principals, officers, employees, agents, subcontractors, consultants, vendors or suppliers are expressly recognized to be within ARCHITECT's control.
  31. If additional services are required, in addition to the signed contract, written authorization from the CLIENT will be obtained prior to the start of work. The ARCHITECT will request from the CLIENT additional services, by way of a Change Order or Professional Services Supplement. The request for additional services will include our Job Number/Job Description, Scope of Additional Work, Estimated Additional Fee, and Time Frame to complete work. The ARCHITECT may also commence work upon written authorization from the CLIENT in the form of a letter or fax.

May 19, 2022  
BKF No 20220758



River Delta Unified School District  
c/o RGM Kramer, Inc.  
Marlin Jones  
Senior Program Manager  
[marlinj@rgmkramer.com](mailto:marlinj@rgmkramer.com)  
707-338-4538  
*Transmitted Via Email*

**Subject: Land Surveying Proposal for DH White Elementary School**

Dear Marlin:

BKF Engineers welcomes the opportunity to submit this proposal for land surveying services associated with the project located in Rio Vista, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

**I. SCOPE OF SERVICES**

**TASK 1: TOPOGRAPHIC SURVEY**

1. **Topographic Field Survey:** BKF will provide the field work to prepare a Topographic Map for the subject property. The topographic survey will be comprised of the following:
  - a. Field Survey - BKF will provide the field work to prepare a Topographic Map for the subject property. The limits of the topographic survey are shown on the attached exhibit. The topographic survey will be comprised of identified visible site features such as roadways, pavements, evidence of significant traveled ways, walls, fences, trees 6-inches and larger in diameter and visual utility infrastructure. We will obtain a succession of spot elevations to define the general terrain of the site and immediately adjacent improvements to produce mapping at a 1-foot contour interval.
  - b. Utilities - Utility infrastructure within the mapping limits, including sewer, water valves, hydrants, meter boxes, storm drain and marked utilities, if encountered during the course of our field survey, will also be identified. The basic routing, inverts and orientation of the on-site gravity utilities will be identified based on field evidence and any available plans provided if to BKF prior to commencement of the survey. If as-built drawings are not provided or are inconclusive when compared to the field evidence, only data at the dipped structures will be provided. Locating of underground pressure pipe and dry utilities is not included.
  - c. Mapping - BKF will produce the mapping in a reproducible hard copy and electronic format. The signed hardcopy Topographic Map will be an instrument of service. Electronic mapping will be completed in an AutoCAD format and can be transferred and used by other team consultants for their work, as a courtesy.
    - 1) The mapping is anticipated to be compiled at 1" = 20', and will also indicate individual spot

elevations at various locations throughout the site. BKF will take a series of photographs for future reference and documentation of current field conditions encountered during the time of our survey.

- 2) The vertical control for the survey will be tied to the North American Vertical Datum of 1988 (NAVD88), unless otherwise agreed upon in writing prior to commencement of the survey.
  - 3) The horizontal location and rotation of the mapping is anticipated to be on an "assumed" coordinate system otherwise agreed upon in writing prior to commencement of the survey.
- d. Deliverables – BKF will provide a PDF of the survey, stamped and signed by a professional land surveyor licensed in the State of California. BKF will provide the field work to prepare a Topographic Map for the subject property. The limits of the topographic survey are shown on the attached exhibit. The topographic survey will be comprised of identified visible site features such as roadways, pavements, evidence of significant traveled ways, walls, fences, trees 6-inches and larger in diameter and visual utility infrastructure. We will obtain a succession of spot elevations to define the general terrain of the site and immediately adjacent improvements to produce mapping at a 1-foot contour interval.

## II. SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

- a) **Potholing:** Potholing services are not included in this proposal unless specifically identified.
- b) **Legal Support:** If requested, BKF can participate in non-adversarial procedures that would be considered as additional services.
- c) **Mapping:** We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- d) **Drawings:** All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and PDF format.
- e) **Building Information Modeling (BIM):** We have not included time to convert civil 3D design or existing conditions AutoCAD files into BIM model files. We have assumed all conversions will be by the architect.
- f) **Construction Staking:** These services are assumed to be contracted directly with the general contractor and are not included.
- g) **Post Construction Survey:** Preparation of post construction record documents or as-built surveys are not included.
- h) **Meetings:** We have not included attendance at regularly scheduled construction meetings as part of the scope of services.



### III. COMPENSATION

#### 1. BASE SCOPE OF WORK:


BKF proposes to provide the services on a lump sum basis, for **\$5,000**. We will invoice for our services on a percent complete basis.

In addition, please budget **\$500** for reimbursable expenses. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 916-556-5804 if you have any questions regarding our scope of services.

Respectfully,  
**BKF Engineers**



Jonathan Shattuck, PE, PLS  
Associate

Proposal Fee Summary:	
Fee (Lump Sum)	\$5,000.00
Reimbursable Allowance	<u>\$ 500.00</u>
Total incl. Reimbursable	\$5,500.00





**EXISTING TOPOGRAPHY**

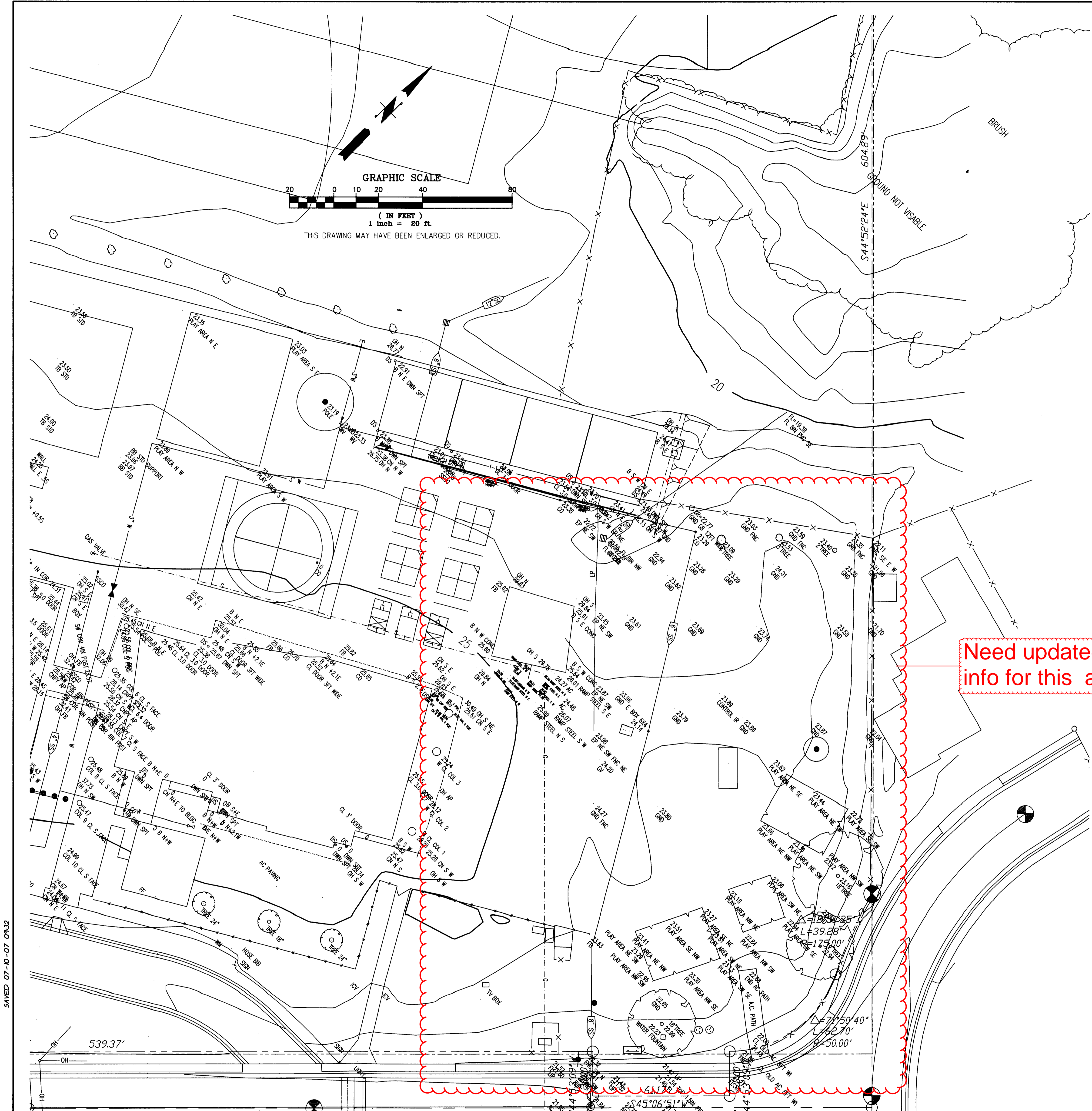
- PROPERTY LINE
- PROPERTY CORNER FOUND AS NOTED
- FENCE (TYPE NOTED)
- TREE (SIZE/TYPE INDICATED)
- SLOPE
- CONTOUR
- CONCRETE SURFACE
- EDGE OF ASPHALT
- EDGE OF BUILDING
- SIGN
- 24.27  
680 FIC • ELEVATION

**EXISTING UTILITIES**

- STORM DRAIN LINE (SIZE + DIRECTION OF FLOW)
- DROP INLET
- SANITARY SEWER LINE (SIZE + DIRECTION OF FLOW)
- WATER LINE (SIZE INDICATED)
- FIRE HYDRANT
- UTILITY POLE (WITH GUY WIRE)
- POLE

**ABBREVIATIONS**

- NOTE: NOT ALL ABBREVIATIONS MAY BE USED ON THESE PLANS.
- ?? UNKNOWN
  - ACU ASPHALT CONCRETE
  - AD AIR CONDITIONING UNIT
  - AD AREA DRAIN
  - APN ASSESSOR'S PARCEL NUMBER
  - ARV AIR RELEASE VALVE
  - BDALL BASKETBALL POLE
  - BCM BRASS CAP MOVEMENT
  - BFP BACK FLOW PREVENTER
  - BLDG BUILDING
  - BOV DOWN-OFF VALVE
  - BRG BRICK
  - BWF BARBED WIRE FENCE
  - CA CENTERLINE
  - CATV CABLE TELEVISION
  - CB CATCH BASIN
  - CP CAPPED IRON PIPE
  - CL CHAIN LINK FENCE
  - CLF CORRUGATED METAL PIPE
  - CO CLEANOUT
  - COL COLUMN
  - COM COMMUNICATION
  - CONC CONCRETE
  - COND CONDENSATE
  - CONSTR CONSTRUCTION
  - CP CONTROL POINT FOUND
  - CP CONTROL POINT SET
  - CS CONCRETE SURFACE
  - DDC DOUBLE DETECTOR CHECK VALVE
  - DF DRINKING FOUNTAIN
  - DG DECOMPOSED GRANITE
  - DI DROP INLET
  - DIA DIAMETER
  - DRWY DRIVEWAY
  - DS DOWNPOUT
  - DWS DRAWING
  - E ELECTRIC
  - EP EDGE OF PAVEMENT
  - ES EXISTING
  - EX EXISTING
  - FA FIRE ALARM
  - FDC FIRE DEPARTMENT CONNECTION
  - FEE FINISHED FLOOR ELEVATION
  - FH FIRE HYDRANT
  - FL FLOWLINE
  - FO FIBER OPTIC
  - FS FIRE SERVICE
  - G GAS
  - GB GRADE BREAK
  - GR GRATE
  - GRD GROUND ROD BOX
  - GRD GRADE ELEVATION
  - GRD GROUND ROD
  - GV GAS VALVE
  - HD HOSE DIDD
  - HDB HEADER BOARD
  - HDI HIGHLIGHTED
  - HP HIGH PRESSURE
  - HR HORIZONTAL
  - HVE HIGH VOLTAGE ELECTRIC
  - ICV IRRIGATION CONTROL VALVE
  - IRV IRRIGATION CONTROL VALVE
  - INV PIPE INVERT ELEVATION
  - IR IRRIGATION
  - JT JOINT UTILITY POLE
  - JT JOINT TRENCH
  - LF LINEAL FEET
  - LANDS LANDING
  - LVE LOW VOLTAGE ELECTRIC
  - M METAL
  - MH MANHOLE
  - MS MOW STRIP
  - MSC METAL STORAGE CONTAINER
  - NTS NOT TO SCALE
  - OH OVERHEAD
  - OIP OPEN IRON PIPE
  - OPH OLD STEEL POST HOLE
  - PA PLANTER AREA
  - PD PLANTER DRAIN
  - PV POST INDICATOR VALVE
  - PP POWER POLE
  - PRES PUBLIC UTILITY EASEMENT
  - PVC POLYVINYL CHLORIDE
  - R RIBBER
  - RM MANHOLE RIM ELEVATION
  - ROW RIGHT OF WAY
  - RXP RECYCLED PRESSURE BACKFLOW PREVENTER
  - RWALL RETAINING WALL
  - RWL RAIN WATER LEADER
  - SW SIDEWALK
  - SD STORM DRAIN
  - SDM STORM DRAIN MANHOLE
  - SIG SIGN
  - SLD STREET LIGHT
  - SLD STREET LIGHT BOX
  - SS SANITARY SEWER
  - SSC SANITARY SEWER CLEANSOUT
  - SSM SANITARY SEWER MANHOLE
  - STD STANDARD
  - STL STEEL
  - T TELEPHONE
  - TBALL TETHER BALL POLE
  - TBM TEMPORARY BENCHMARK
  - TC TOP OF CURB
  - TOW TOP OF WALL
  - TP TELEPHONE POLE
  - TRW TOP OF RETAINING WALL
  - TW TOP OF WATER ELEVATION
  - UG UNDERGROUND
  - UNK UNKNOWN
  - UNL UNLESS OTHERWISE NOTED
  - VBALL VOLLEYBALL
  - W WATER
  - W/O WITHOUT
  - W/D WROUGHT IRON PIPE
  - WIF WROUGHT IRON FENCE
  - XTFR TRANSFORMER
  - XWALK CROSSWALK



Need updated topo info for this area

FOR INFORMATION ONLY

**NOTE:**  
 THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, WARREN CONSULTING ENGINEERS CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF USA TWC/D WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING TOLL FREE 1-800-227-2600.

Copyright © 2007 Rainforth Grau Architects. All rights reserved. Reproduction of these plans, either in whole or in part, including any form of copying and/or preparation of derivative works thereof, for any reason without prior written permission, is strictly prohibited.

<p>34-49          IDENTIFICATION STAMP          DIV. OF THE STATE ARCHITECT          OFFICE OF REGULATION SERVICES</p> <p>02 109040          APPLICATION NUMBER</p> <p>FILE NUMBER          DATE 7/24/07</p>	<p>ARCH          LICENSED ARCHITECT          MICHAEL J. GRAU          STATE OF CALIFORNIA          24073          1/15/88</p>
--	---

**MULTI-PURPOSE BUILDING AT  
 D.H. WHITE ELEMENTARY  
 River Delta Unified School District**

**TOPOGRAPHIC SURVEY**

REVISIONS	BY	DRAWN	TB	PROJECT NO.	07-905
		CHECKED	BJS	DATE	07/17/07
		SCALE	AS SHOWN	SHEET	
		CADFILE			
		UPDATED			

C0.1



260.1.01  
 SAVED 07-10-07 08:32





Program & Construction Management

May 20, 2022

Ms. Tammy Busch, Chief Business Official
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Re: D. H. White Elementary School
New Modular Classrooms
Construction Management Fee Proposal

Dear Ms. Busch:

In accordance with the Agreement between the District and RGM Kramer, Inc., the following is our fee proposal for construction management services for the D. H. White New Modular Classrooms project.

As set forth in the Agreement, our fee will be a fixed amount based on a percentage of the construction cost. We estimate the construction cost for the project to be approximately \$595,497. The final fees will be adjusted based on the final construction cost. The services to be provided shall be as described in the Agreement for the phases described below.

Our proposed CM fee for this project is as follows:

Table with 4 columns: Description, Estimated Constr. Cost\*, %, CM Fee\*. Rows include CM Fee Calculation with percentages ranging from 8% to 4% and corresponding costs and fees.

\*Fee to be adjusted based on final construction cost.



Description	%	Fee
<b>CM Fee Breakdown by Phase:</b>		
Design	15.0%	\$ 7,074
Constructability Review & Estimating	10.0%	\$ 4,716
Plan Check, Bidding & Award	5.0%	\$ 2,358
Construction	65.0%	\$ 30,655
Occupancy & Close-Out	5.0%	\$ 2,358
Total	100.0%	\$ 47,162

RGMK will invoice the District monthly based on the percentage completion for each phase. In addition to the above fees, RGMK will invoice the District for any reimbursable expenses at cost plus 10% as provided for in the Agreement. We do not expect any significant reimbursable expenses and suggest a budget of \$1,500 for such expenses.

If satisfactory, please sign and return one copy for our records.

Respectfully Submitted,



Ralph Caputo, CEO  
**RGM Kramer, Inc.**

CC: Kathy Wright, RDUSD  
Ralph Caputo, RGM Kramer, Inc.  
Marlin Jones, RGM Kramer, Inc.  
Maria Denney, RGM Kramer, Inc.  
Janice Betts, RGM Kramer, Inc.  
Shireen Harris, RGM Kramer, Inc.

Approved:  
River Delta Unified School District

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 16

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

**SUBJECT:**

Request to Approve and Adopt the Tentative Agreement Between River Delta Unified School District and California Schools Employee Association's (CSEA) Delta Chapter #319 for 2021-2022.

**BACKGROUND:**

The District and CSEA has come to a tentative agreement for 2021-22. CSEA ratified the attached tentative agreement on May 24, 2022. Salary disclosure has been submitted to Sacramento County Office of Education.

**STATUS:**

Within the submitted tentative agreement is the commitment to "square" the CSEA salary schedule. Additionally, the cost to the District for CSEA and non-represented employees for the 1.5% one time stipend off the 2021-22 salary schedule is approximately \$136,492 for stipend and benefits. The cost for "squaring" the salary schedules is approximately \$488,736 for salaries and benefits.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

One-time stipend will paid from Elementary and Secondary School Emergency Relief funding. The change to the salary schedules will be funded through General Fund, Adult Education, Child Development, and Cafeteria.

**RECOMMENDATION:**

That the Board approves and adopts the agreement with CSEA for FY 2021-2022.

Time allocated: 5 minutes

**TENTATIVE AGREEMENT  
BETWEEN  
RIVER DELTA UNIFIED SCHOOL DISTRICT  
TO  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS  
RIVER DELTA CHAPTER #319**

**April 27, 2022**

**ARTICLE 16: Pay and Allowance**

**APPENDIX B: Salary Schedule**

Upon approval from the RDUSD Board of Trustees, necessary adjustments to the Salary Schedule, which includes the January 1, 2022 minimum wage adjustment, will be made to reflect a 3% difference between all Steps and Ranges retroactive to July 1, 2021 for all current CSEA unit members who provide contracted services through the 2021-2022 school year.

Upon approval from the RDUSD Board of Trustees, all current CSEA unit members, who provide contracted services through 2021-2022 school year, will receive a 3% one-time stipend calculated from the current salary schedule.

**Bus Driver Trainee**

Upon recognition as a CSEA unit member with an approved job description, the pay rate for this classification shall be \$15/hour worked up to a maximum of 50 hours pay. Any unit member eligible for this pay is not eligible for any other pay or benefits. This language does not impact the status of substitute bus driver who are not members of the bargaining unit.

**ARTICLE 17: Health & Welfare Benefits**

17.1 Health and Welfare Benefits

17.1.1 The District shall contribute up to \$807 (eight hundred and seven dollars)

monthly per unit member and/or unit member with covered dependents for health and welfare benefits. Premium accounts in excess of the limit will be collected from the enrolled employees via payroll deductions and submitted by the District to the insurance company(ies).

17.5 Retirement Benefits

17.1.5.1 The District will pay up to \$400 (four hundred dollars) monthly for the purchase of health and welfare benefit. Such coverage shall be in the same group plans available to active bargaining unit members.

**ARTICLE 13: Layoff and Reemployment**

13.1 Reason for Layoff

Layoff shall occur only for lack of work, lack of funds **or due to the expiration of a specially funded program.**

13.2 Notice of Layoff

13.2.1 If the District proposes to lay off an employee for the ensuing school year due to a lack of work or lack of funds, **or reduction of hours of a bargaining unit member, the District shall notify the employee in writing in accordance with Education Code Section 45117, no later than March 15 of each school year. The District shall meet with CSEA no fewer than thirty (30) days or by a mutually agreed upon date prior to the recommendation to the Board.**

13.2.2 If the District proposes to lay off an employee as the result of the expiration of a specially funded program, it shall notify the employee to be laid off in writing at least sixty (60) days in advance of the effective date of the layoff.

13.2.3 Written notice to an employees of layoff shall state that it has been recommended that the notice be given to the employee, state the reasons that the employee's services will not be

required for the ensuing year, and inform the employee of the employee's displacement rights, if any, and reemployment rights. The notice shall also contain the date by which the employee must select one of three possible options: select a vacancy for which they are eligible, assert their bumping rights, or elect a layoff and placement on the 39-month rehire list.

13.7 Seniority Roster

Modify to **January 15**

**Article 20: Duration**

20.1 This Agreement shall be effective **July 1, 2021** upon ratification by both parties and shall expire on June 30, **2024**. The Agreement shall be reopened for negotiations for the **2022-2023** and **2023-2024** school years on salary, benefits, two (2) additional articles selected by both parties.

RDUSD

Katherine Edright  
Larry Bush  
[Signature]

CSEA, Chapter #319

[Signature]  
[Signature]  
Patty Dubois  
[Signature]  
[Signature]



# RIVER DELTA UNIFIED SCHOOL DISTRICT

## Classified Employees Salary Schedule

FY 2021 - 2022

Effective July 1, 2021

	a	b	c	d	e	f
3	\$ 2,599.95	\$ 2,677.95	\$ 2,758.29	\$ 2,841.04	\$ 2,926.27	\$ 3,014.05
	\$ 15.00	\$ 15.45	\$ 15.91	\$ 16.39	\$ 16.88	\$ 17.39
4	\$ 2,677.95	\$ 2,758.29	\$ 2,841.04	\$ 2,926.27	\$ 3,014.05	\$ 3,104.48
	\$ 15.45	\$ 15.91	\$ 16.39	\$ 16.88	\$ 17.39	\$ 17.91
5	\$ 2,758.29	\$ 2,841.04	\$ 2,926.27	\$ 3,014.05	\$ 3,104.48	\$ 3,197.61
	\$ 15.91	\$ 16.39	\$ 16.88	\$ 17.39	\$ 17.91	\$ 18.45
6	\$ 2,841.04	\$ 2,926.27	\$ 3,014.05	\$ 3,104.48	\$ 3,197.61	\$ 3,293.54
	\$ 16.39	\$ 16.88	\$ 17.39	\$ 17.91	\$ 18.45	\$ 19.00
7	\$ 2,926.27	\$ 3,014.05	\$ 3,104.48	\$ 3,197.61	\$ 3,293.54	\$ 3,392.35
	\$ 16.88	\$ 17.39	\$ 17.91	\$ 18.45	\$ 19.00	\$ 19.57
8	\$ 3,014.05	\$ 3,104.48	\$ 3,197.61	\$ 3,293.54	\$ 3,392.35	\$ 3,494.12
	\$ 17.39	\$ 17.91	\$ 18.45	\$ 19.00	\$ 19.57	\$ 20.16
9	\$ 3,104.48	\$ 3,197.61	\$ 3,293.54	\$ 3,392.35	\$ 3,494.12	\$ 3,598.94
	\$ 17.91	\$ 18.45	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76
10	\$ 3,197.61	\$ 3,293.54	\$ 3,392.35	\$ 3,494.12	\$ 3,598.94	\$ 3,706.91
	\$ 18.45	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.39
11	\$ 3,293.54	\$ 3,392.35	\$ 3,494.12	\$ 3,598.94	\$ 3,706.91	\$ 3,818.11
	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.39	\$ 22.03
12	\$ 3,392.35	\$ 3,494.12	\$ 3,598.94	\$ 3,706.91	\$ 3,818.11	\$ 3,932.66
	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.39	\$ 22.03	\$ 22.69
13	\$ 3,494.12	\$ 3,598.94	\$ 3,706.91	\$ 3,818.11	\$ 3,932.66	\$ 4,050.64
	\$ 20.16	\$ 20.76	\$ 21.39	\$ 22.03	\$ 22.69	\$ 23.37
14	\$ 3,598.94	\$ 3,706.91	\$ 3,818.11	\$ 3,932.66	\$ 4,050.64	\$ 4,172.16
	\$ 20.76	\$ 21.39	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07
15	\$ 3,706.91	\$ 3,818.11	\$ 3,932.66	\$ 4,050.64	\$ 4,172.16	\$ 4,297.32
	\$ 21.39	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07	\$ 24.79
16	\$ 3,818.11	\$ 3,932.66	\$ 4,050.64	\$ 4,172.16	\$ 4,297.32	\$ 4,426.24
	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07	\$ 24.79	\$ 25.54
17	\$ 3,932.66	\$ 4,050.64	\$ 4,172.16	\$ 4,297.32	\$ 4,426.24	\$ 4,559.03
	\$ 22.69	\$ 23.37	\$ 24.07	\$ 24.79	\$ 25.54	\$ 26.30
18	\$ 4,050.64	\$ 4,172.16	\$ 4,297.32	\$ 4,426.24	\$ 4,559.03	\$ 4,695.80
	\$ 23.37	\$ 24.07	\$ 24.79	\$ 25.54	\$ 26.30	\$ 27.09
19	\$ 4,172.16	\$ 4,297.32	\$ 4,426.24	\$ 4,559.03	\$ 4,695.80	\$ 4,836.67
	\$ 24.07	\$ 24.79	\$ 25.54	\$ 26.30	\$ 27.09	\$ 27.90

**K. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

River Delta Unified School District

**District Name**

**District Superintendent  
(Signature)**

**Date**

Tammy Busch

**Contact Person**

707-374-1715

**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 14, 2022, took action to approve the proposed agreement with the CSEA Bargaining Unit(s).

**President (or Clerk), Governing Board  
(Signature)**

**Date**

**Special Note:** The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 17

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

**SUBJECT:**

Request to Move The Placement of Three (3) Personnel: Director of Personnel, Director of Accounting and Executive Assistant to the Superintendent from Range 15 to Range 17 on the Classified Management and Confidential Salary Schedule, retroactive to July 1, 2021.

**BACKGROUND:**

River Delta Unified School District has reached a tentative agreement with California Schools Employee Association's (CSEA) Delta Chapter for FY 2021-22. The tentative agreement is to "square" the CSEA salary schedule. Due to the salary increase changes in that salary schedule, a placement change on the Classified Management and Confidential Salary Schedule is necessary for personnel who supervises CSEA members.

**STATUS:**

The cost to the District for moving the three (3) personnel mentioned above is approximately \$24,007 for salaries and benefits.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

The positions currently being moved from Range 15 to Range 17 are paid from unrestricted General Fund.

**RECOMMENDATION:**

The Board approves the new placements of the Director of Personnel, Director of Accounting and Executive Assistant to the Superintendent on the Classified Management and Confidential Salary Schedule.

Time allocated: 5 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT  
 Classified Management & Confidential Employees  
 Salary Schedule  
 FY 2021-22  
 Effective July 1, 2021

	Range 19	Range 17	Range 15	Range 13	Range 11	Range 9	Range 7
<b>Step 1</b>	\$71,765	\$65,784	\$59,804	\$53,221	\$48,828	\$47,817	\$43,133
<b>Step 2</b>	\$73,918	\$67,758	\$61,598	\$54,818	\$50,293	\$49,252	\$44,427
<b>Step 3</b>	\$76,136	\$69,791	\$63,446	\$56,463	\$51,802	\$50,730	\$45,760
<b>Step 4</b>	\$78,420	\$71,885	\$65,349	\$58,157	\$53,356	\$52,252	\$47,133
<b>Step 5</b>	\$80,773	\$74,042	\$67,309	\$59,902	\$54,957	\$53,820	\$48,547
<b>Step 6</b>	\$83,196	\$76,263	\$69,328	\$61,699	\$56,606	\$55,435	\$50,003
<b>Step 7</b>	\$85,692	\$78,551	\$71,408	\$63,550	\$58,304	\$57,098	\$51,503
<b>Step 8</b>	\$88,263	\$80,908	\$73,550	\$65,457	\$60,053	\$58,811	\$53,048

**Longevity Payments:**

A 3.0% increase will be paid at the beginning of the following years of service:

10 years	20 years	30 years
15 years	25 years	

Completed 9 years -- at beginning of 10th year: 3.0% of annual

Completed 14 years -- at beginning of 15th year: 3.0% of annual + 10 yr longevity.

Completed 19 years -- at beginning of 20th year: 3.0% of annual + 10 yr + 15 yr longevity.

Completed 24 years -- at beginning of 25th year: 3.0% of annual + 10 yr + 15 yr + 20 yr longevity.

Completed 29 years -- at beginning of 30th year: 3.0% of annual + 10 yr + 15 yr + 20 yr + 25 yr longevity.

**Placement of Personnel New to the Position:**

- Five (5) years of credit may be granted for experience.
- Placement requirement may be waived by the Board of Trustees.

**Stipends:** Conversational Spanish Stipend \$650

Title:	Range
Director of Maintenance, Operations, & Transportation (12 months)	19
Director of Accounting (12 months)	17
Director of Maintenance & Operations (12 months)	15
Director of Operations (12 months)	15
Director of Personnel (12 months)	17
Director of Transportation Department (12 months)	15
Healthy Start Coordinator (12 months)	15
First Five Coordinator (12 months)	15
Executive Assistant (12 months)	17
First Five School/Readiness Specialist (12 months)	13
State Preschool Site Supervisor/lead Teacher	13
<b>Supervisor of Staff &amp; Student Information Systems (12 months)</b>	<b>11</b>
Supervisor, Food Services (11 months)	11
Supervisor, Maintenance, Operations, & Transportation Department (12 months)	11
Supervisor of Transportation	9

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments: X

From: Stacy Wallace, Principal  
Director of RDUSD State Preschool

Item Number: 18

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

**SUBJECT:**

Request to approve Resolution #833 CDE Child Development Services Contract – CSPP- EED-3704 California State Preschool naming Katherine Wright, Superintendent, Tammy Busch, Chief Business Officer, and Stacy Wallace, Preschool Director, as authorized signees to sign transactions for the Governing Board.

**BACKGROUND:**

Every year, in order to maintain our preschool funding, we need to renew our CSPP contract with the California Department of Education. The preschool focuses on play-based education that help develop our students love for learning and social interaction. We had a full enrollment with 24 students in our preschool program this year. Twelve of those students will be returning for the 2022-2023 school year.

This action is required to authorize signees: Katherine Wright, Superintendent, Tammy Busch, Chief Business Officer, and Stacy Wallace, Preschool Director.

**STATUS:**

Attached Resolution #833 gives authorization to the Superintendent, Chief Business Officer and Principal to sign on behalf of the Governing Board.

**PRESENTER:** Stacy Wallace, Principal and Director of RDUSD State Preschool

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** None

**RECOMMENDATION:**

That the Board approve Resolution #833 CDE Child Development Services Contract – CSPP- EED-3704 California State Preschool naming Katherine Wright, Superintendent, Tammy Busch, Chief Business Officer, and Stacy Wallace, Preschool Director, as authorized signees to sign transactions for the Governing Board.

Time allocated: 3 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 833**

**Resolution Authorizing Designees to Sign Transactions  
For the CDE Child Development Services Contract – CSPP-1405  
California State Preschool Program**

**BE IT RESOLVED** by the Board of Trustees of the River Delta Unified School District authorizes the CDE Child Development Services Contract CSPP-1405 California State Preschool Program Contract and that the persons who are listed below are authorized to sign the transactions for the Governing Board. Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer and Stacy Wallace, Preschool Director

**PASSED AND ADOPTED** the 14<sup>th</sup> day of June 2022, by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:  
NOES:  
ABSENT:

**IN WITNESS WHEREOF**, I, Marilyn Riley, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 833, adopted by the said Board at a meeting thereof held at a public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_ June 14, 2022  
Marilyn Riley, Clerk (Date)  
Board of Trustees  
River Delta Unified School District

**SIGNATURES OF AUTHORIZED EMPLOYEES:**

\_\_\_\_\_, Katherine Wright, Superintendent

\_\_\_\_\_, Tammy Busch, Chief Business Officer

\_\_\_\_\_, Stacy Wallace, Preschool Director

End

## California State Preschool Program Continued Funding Application Fiscal Year 2022–23

California State Preschool Program (CSPP) contractors who wish to be considered for continued funding for fiscal year (FY) 2022–23 must read the accompanying instructions and fully and accurately complete this application for continued funding. Instructions may be accessed on the Continued Funding Application (CFA) web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Please note that CSPP contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. Upon completion of this CFA the California Department of Education (CDE) will review the application and may contact your agency seeking additional information. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2022, pursuant to the *California Code of Regulations*, Title 5 (5 CCR). CSPP contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP services for FY 2022–23, as contracts will be automatically renewed in accordance with all applicable federal and state laws as well as all CSPP Funding Terms and Conditions and Program Requirements that will be incorporated into the 2022–23 CSPP contract. By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the CSPP contract for FY 2022–23 and is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022–23 CSPP contract by providing the CDE with a written notice no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022–23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

Failure to submit the CFA in a timely manner shall constitute as a notice to the CDE of the intent to discontinue services at the end of the current contract year, unless the CSPP contractor has received a written notice of extension of time from the CDE. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2022–23, if approved, may be delayed.

If you have any questions regarding the CFA, please contact [CFA@cde.ca.gov](mailto:CFA@cde.ca.gov).

### Section I – CSPP Contractor Information

Legal Name of CSPP Contractor: River Delta Unified School District

CSPP Contractor *Doing Business As* (DBA):

Headquartered County: 34 Sacramento

Vendor Number: 6741

Executive Director Name: Kathy Wright

Executive Director Telephone Number: 707-374-1711

Executive Director Fax Number: 707-374-2995

Executive Director Email Address: kwright@rdusd.org

Legal Business Address: 445 Montezuma Street

City: Rio Vista

Zip Code: 94571

Mailing Address (if different from above):

City:

Zip Code:

Name of Person Completing the CFA: Stacy Wallace

Title of Contact Person Completing the CFA: Preschool Director

Contact Person Telephone Number: 916-777-6515

Contact Person Email Address: swallace@rdusd.org

**Contractor Name:**

**Vendor #: County:**

River Delta Unified School District

6741

34 Sacramento

---

**Section II – CSPP Contract Type**

Check all applicable boxes indicating the programs the CSPP contractor intends to continue to administer for the Fiscal Year 2022–23. The CSPP contractor agrees to continue implementation of these programs with funds provided by the CDE.

**CSPP Type**

- Full-Day/Full-Year
- Part-Day/Part-Year
- Family Childcare Home Education Network

**Contractor Name:**

**Vendor #: County:**

River Delta Unified School District

6741

34 Sacramento

**Section III – CSPP Contractor’s Officers and Board of Directors Information**

Does the CSPP contractor have a board of directors?  Yes  No

If no, please explain the entity type and the governance structure (i.e., number of owners and partnership).

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

Yes  No

If yes, list on a separate page the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstances leading to the termination, involuntary non-renewal or debarment.

List all officers and board members/governing individuals (i.e., owner, director, etc.) Attach additional sheets as necessary.

Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
Jennifer Stone	President	775-721-1004	PO Box 1071 Walnut Grove, CA 95690	jenstone@rdusd.org
Dan Mahoney	Vice President	707-863-1383	7940 Emigh Rd Rio Vista, CA 94571	mahoney.dan18@gmail.com
Marilyn Riley	Clerk	707-580-1182	2270 Olsen Rd Rio Vista, CA 94571	merkiejim1@yahoo.com

**Rafaela Casillas (Trustee Area 3) - Member**

**Current Term: 2018-2022**

P.O. Box 512

Walnut Grove, CA 95690

(209) 400-1090

[rcasillas@rdusd.org](mailto:rcasillas@rdusd.org)

**Marcial Lamera (Trustee Area 5) - Member & SCOE Representative**

**Current Term: 2020-2022**

PO Box 94

Clarksburg, CA 94512

(916) 744-1790

[marcialdelta@gmail.com](mailto:marcialdelta@gmail.com)

**Wanda Apel (Trustee Area 6) - Member**

**Current Term: 2020-2024**

1042 Waterwood Drive

Rio Vista CA 94571

925-325-9252

[wandaapel4467@comcast.net](mailto:wandaapel4467@comcast.net)

**Randall Jelly (Trustee Area 7) - Member**

**Current Term: 2020-2024**

747 Anderson Way

Rio Vista CA 94571

707-372-2635

[rjelly@rdusd.org](mailto:rjelly@rdusd.org)



**Contractor Name:**

River Delta Unified School District

**Vendor #: County:**

6741 34 Sacramento

---

**Section IV – Program Narrative**

- A. Please select the box below if the CSPP contractor **does not** have programmatic or calendar changes to their CSPP.

No changes

- B. Please select all applicable fields below if the CSPP contractor **does** have programmatic or calendar changes to their CSPP. Programmatic or calendar changes require completion of a form ELCD 3704A. This form is available on the CFA web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

**Note:** Program calendars must be submitted for both the part-day/part-year CSPP and the full-day/full-year CSPP, as applicable. Making changes to the Minimum Days of Operation (MDO) does not change the contract Maximum Reimbursable Amount (MRA).

Programmatic change

Calendar change

**Contractor Name**

**Vendor #**

**County**

RDUSD State Preschool

6741

34 Sacramento



**Form ELCD 3704A: Program Narrative Change**

Contract Type: California State Preschool Program (CSPP)



Calendar (MDO) Change



Programmatic Change

Identify the program component for which you are requesting a change.

We are intending on adding in one National Holiday into our schedule for the upcoming school year. The River Delta Unified School District is requesting that June 20th, 2022 and June 19th, 2023 be a holiday on our calendar in order to observe the National Juneteenth holiday.

Describe how the program currently provides services to children and families in relation to the above-identified program component.

We celebrate the diversity of our students and this holiday allows for us to continue the celebration. We instruct our students on the importance of honoring and celebrating each others differences.

Describe the proposed change, and how services will be improved if the change is implemented.

The River Delta Unified School District supports the inclusion and equity of all our employees and students and believes this holiday needs to be observed and celebrated.

**Contractor Name:**

**Vendor #: County:**

River Delta Unified School District

6741

34 Sacramento

**Section V – CSPP Personnel Certification**

The State of California requires any CSPP contractor receiving child care and development funds, disbursed by the CDE, to employ fully qualified personnel as stipulated in the California *Education Code (EC)*; and the *California Code of Regulations*, Title 5 (5 *CCR*); and the Funding Terms and Conditions of the CSPP contract.

I certify, as the authorized agent representing this CSPP contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed in CDE funded CSPP are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division (ELCD).

**Signature of the CSPP Contractor's  
Authorized Representative:**



**Printed Name and Title of the CSPP  
Contractor's Authorized  
Representative:**

Stacy Wallace

**Date of Signature:**

11-15-2021

**Authorized Representative's  
Telephone Number:**

916-777-6515

**Authorized Representative's  
Email Address:**

swallace@rdusd.org

**Contractor Name:**

**Vendor #: County:**

River Delta Unified School District

6741

34 Sacramento

**Section VI – Subcontract Certification**

A. Please select the box below if the CSPP contractor **does not** have subcontractors, and move to section VII:

No subcontractors

B. Please select the box below if the CSPP contractor **does** have subcontractors, and complete the information and sign in the section below. CSPP Contractors who subcontract CSPP services will need to complete and submit the form ELCD 3704B. The form is available on the CFA web page at:  
<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Subcontractors

I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions of the CSPP contract.

I understand that signing this certificate does not lessen the legal responsibility for the CSPP contract requirements. As the CSPP contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

**Signature of the CSPP Contractor's Authorized Representative:**



**Printed Name and Title of the CSPP Contractor's Authorized Representative:**

Stacy Wallace

**Date of Signature:**

11/15/2021

**Authorized Representative's Telephone Number:**

916-777-6515

**Authorized Representative's Email Address:**

swallace@rdusd.org

**Contractor Name:**

**Vendor #: County:**

River Delta Unified School District

6741

34 Sacramento

---

### **Section VII – CSPP Contractor Certification**

- Under penalty of perjury, I certify the following:
- I am authorized by the CSPP contractor's Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current contract for FY 2022–23, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new CSPP contract on July 1, 2022.
- On behalf of the CSPP contractor and its governing authority, we understand some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, or even reviewed or considered by the CDE until well after the CSPP contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- I have supervisory authority over the CSPP, have actual, personal knowledge of the information provided in this CFA and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that the CSPP contractor complies with all applicable program statutes and regulations, including:
  - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR.
  - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in *Education Code*.
  - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR, Accounting and reporting requirements in 5 CCR.
  - Operational and programmatic requirements.

**Contractor Name:**

**Vendor #: County:**

River Delta Unified School District

6741

34 Sacramento

By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the current CSPP contract for FY 2022-23 and, if approved, is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022-23 CSPP contract by providing the CDE with a written notice of rejection no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022-23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

**Signature of the CSPP Contractor's  
Authorized Representative:**



**Printed Name and Title of the  
CSPP Contractor's  
Authorized Representative:**

Stacy Wallace

**Date of Signature:**

11/15/2021

**Authorized Representative's  
Telephone Number:**

916-777-6515

**Authorized Representative's Email  
Address:**

swallace@rdusd.org

**Contractor Name:**

**Vendor #: County:**

River Delta Unified School District

6741

34 Sacramento

**Section VIII – Certification of CSPP Contractor Information in the  
Child Development Management Information System**

CSPP contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated or incorrect information. To review the information and submit changes, log on to the CDMIS at <https://www4.cde.ca.gov/cdmis/default.aspx>.

As the authorized representative of the CSPP contractor listed below, I certify, under penalty of perjury, that I have reviewed all of the information for

River Delta Unified School District

and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
- Program Director information
- Sites and Licenses and/or Office information
- CSPP Family Child Care Home Education Network (FCCHEN) provider summary information

To the best of my knowledge, the information on the CDMIS website reflects accurate information for the

River Delta Unified School District

as of the date this certification is signed.

**Program Director/Authorized Representative Signature:**

**Date Signed:**



11/15/2021

**Printed Name of Program Director/Authorized Representative:**

Stacy Wallace

**Contractor Name:**

**Vendor #: County:**

River Delta Unified School District

6741

34 Sacramento

---

### **Section IX – Required Attachments**

All attachments and/or documentation below must be completed and included when submitting the CFA. Attachments A-J are located on the CFA web page at:  
<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

- A. Fiscal Year 2022-23 Program Calendar (ELCD-9730)**
- B. Payee Data Record (STD. 204) (Non-public agencies only)**
- C. Payee Data Record Supplement (STD. 205) (Non-public agencies only, as applicable)**
- D. Secretary of State (Non-public agencies only)**
- E. Verification of School District Name and Address (Public agencies only)**
- F. Program Narrative Change (ELCD 3704A) (As applicable)**
- G. Subcontractor Certification (ELCD 3704B) (As applicable)**
- H. California Civil Rights Laws Certification (CO-005)**
- I. Contractor Certification Clauses (CCC 04/2017)**
- J. Federal Certification (CO.8)**
- K. For Public Agencies only, include a copy of the agency's board resolution and/or minutes authorizing signature on this document, and a delegation of authority, if applicable**



**Contractor Name:**

**Vendor #: County:**

River Delta Unified School District

6741

34 Sacramento

**Section X – CFA Checklist**

<b>Section</b>	<b>Section Description</b>	<b>Page</b>	<b>Check</b>
Section I	CSPP Contractor Information	2	<input checked="" type="checkbox"/>
Section II	CSPP Contract Type	3	<input checked="" type="checkbox"/>
Section III	CSPP Contractor's Officers and Board of Directors Information	4	<input checked="" type="checkbox"/>
Section IV	Program Narrative	5	<input checked="" type="checkbox"/>
<b>Section V*</b>	<b>CSPP Personnel Certification</b>	6	<input checked="" type="checkbox"/>
<b>Section VI*</b>	<b>Subcontractor Certification</b>	7	<input checked="" type="checkbox"/>
<b>Section VII*</b>	<b>CSPP Contractor Certification</b>	8	<input checked="" type="checkbox"/>
<b>Section VIII*</b>	<b>Certification of CSPP Contractor Information in the CDMIS Database</b>	10	<input checked="" type="checkbox"/>
Section IX A.	CSPP Program Calendar(s) (ELCD-9730)	11	<input checked="" type="checkbox"/>
<b>Section IX B.*</b>	<b>State of California, Payee Data Record (STD. 204) (non-public agencies only)</b>	11	<input type="checkbox"/>
<b>Section IX C.*</b>	<b>Payee Data Record Supplement (STD. 205) (Non-public agencies only)</b>	11	<input type="checkbox"/>
Section IX D.	Secretary of State search results (non-public agencies only)	11	<input type="checkbox"/>
Section IX E.	Verification of School District Name and Address search, as applicable	11	<input checked="" type="checkbox"/>
Section IX F.	Program Narrative Change (ELCD 3704A)	Insert after page 5	<input checked="" type="checkbox"/>

**Contractor Name:**

**Vendor #: County:**

River Delta Unified School District

6741

34 Sacramento

Section Number	Section Description	Page Number	Check Box
Section IX G.	Subcontractor Certification (ELCD 3704B)	Insert after page 7	<input type="checkbox"/>
<b>Section IX H.*</b>	<b>California Civil Rights Laws Certification (CO-005)</b>	11	<input checked="" type="checkbox"/>
<b>Section IX I.*</b>	<b>Contractor Certification Clauses (CCC 04/2017)</b>	11	<input checked="" type="checkbox"/>
<b>Section IX J.*</b>	<b>Federal Certification (CO.8)</b>	11	<input checked="" type="checkbox"/>
<b>Section IX K.*</b>	<b>For Public Agencies, include a copy of the agency's board resolution or minutes authorizing signature on this document, and a delegation of authority, if applicable</b>	11	<input checked="" type="checkbox"/>

All Sections must be included in the CFA package, as applicable

**\*Bolted sections require a signature**



**Fiscal Year 2022-23 Program Calendar**

Name of CSPP Contractor	Vendor Number	County	Contract Type
RDUUSD State Preschool	6741	34 - Sacramento	CSPP Full Day/Full Year

Instructions: Enter an UPPERCASE X on each day your program will operate. Your days of operation will auto-calculate in the boxes below each month, and in the Total Days of Operation box at the bottom of the form. The asterisks (\*) in the month tables refer to days which fall in either the preceding or the following month. Do not enter any values in boxes with an asterisk.

July 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	X	2
3	4	X	X	X	X	9
10	X	X	X	X	X	16
17	X	X	X	X	X	23
24	X	X	X	X	X	30
31	*	*	*	*	*	*

August 2022						
Sun	M	Tu	W	Th	F	Sat
*	X	X	X	X	X	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	X	X	X	*	*	*

September 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	5	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	X	*

July Days of Operation

August Days of Operation

September Days of Operation

First Quarter Subtotal

October 2022						
Sun	M	Tue	W	Th	F	Sat
*	*	*	*	*	*	1
2	X	X	X	X	X	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	X	*	*	*	*	*

November 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	X	X	X	X	5
6	X	X	X	X	11	12
13	X	X	X	X	X	19
20	X	X	23	24	25	26
27	X	X	X	*	*	*

December 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	22	23	24
25	26	X	X	X	30	31

October Days of Operation

November Days of Operation

December Days of Operation

Second Quarter Subtotal

January 2023						
Sun	M	Tu	W	Th	F	Sat
1	2	X	X	X	X	7
8	X	X	X	X	X	14
15	16	X	X	X	X	21
22	X	X	X	X	X	28
29	X	X	*	*	*	*

February 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	13	X	X	X	X	18
19	20	X	X	X	X	25
26	X	X	*	*	*	*

March 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	X	X	X	X	X	25
26	X	X	X	X	X	*

January Days of Operation

February Days of Operation

March Days of Operation

Third Quarter Subtotal

April 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	*	1
2	X	X	X	X	X	8
9	10	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	*	*	*	*	*	*

May 2023						
Sun	M	Tu	W	Th	F	Sat
*	X	X	X	X	X	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	29	X	X	*	*	*

June 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	19	X	X	X	X	24
25	X	X	X	X	X	*

April Days of Operation

May Days of Operation

June Days of Operation

Fourth Quarter Subtotal

Total Days of Operation

EED Consultant Initials (for CDE use only)

Date approved by EED Consultant (for CDE use only)

# River Delta Joint Unified

County	Sacramento
District	River Delta Joint Unified <a href="#">List of active district's schools</a>
CDS Code	34 67413 0000000
District Address	445 Montezuma St. Rio Vista, CA 94571-1651 <a href="#">Google Map</a>
Mailing Address	445 Montezuma St. Rio Vista, CA 94571-1651
Phone Number	(707) 374-1700
Fax Number	(707) 374-2995
Email	<a href="mailto:jgaston@rdusd.org">jgaston@rdusd.org</a>
Web Address	<a href="http://www.riverdelta.org">www.riverdelta.org</a>
Superintendent	Mrs. Katherine Wright Superintendent (707) 374-1700 <a href="mailto:kwright@rdusd.org">kwright@rdusd.org</a>
Chief Business Official	Tammy Busch Chief Business Officer (707) 374-1715 <a href="mailto:tbusch@rdusd.org">tbusch@rdusd.org</a>
Status	Active
District Type	Unified School District
Low Grade	K
High Grade	Adult
NCES/Federal District ID	0633110
CDS Coordinator (Contact for Data Updates)	Jennifer Gaston (707) 374-1711 <a href="#">Request Data Update(s)</a>
Last Updated	July 2, 2020


## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

## CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

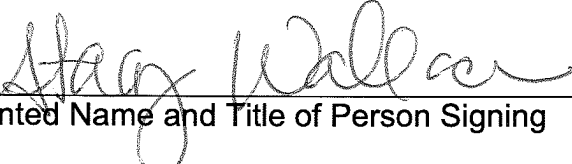
1. Proposer/Bidder Firm Name (Printed):  
River Delta Unified School District State Preschool
2. Federal ID Number:  
6741
3. By (Authorized Signature):  

4. Printed Name and Title of Person Signing:  
Stacy Wallace
5. Date Executed:  
11/15/20
6. Executed in the County and State of:  
Sacramento

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
River Delta Unified School District	6741
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Stacy Wallace	
Date Executed	Executed in the County of
11/15/2021	Sacramento

## CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably



required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## **FEDERAL CERTIFICATIONS**

### **Certifications regarding lobbying, debarment, suspension and other responsibility matters; and drug-free workplace requirements**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82 “New restrictions on Lobbying,” and 34 CFR Part 85, “Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants).” The Certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

## **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a.) 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 in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b.) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying,” in accordance with this instruction;
- (c.) The undersigned shall require the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

## **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or substantive control over a covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant 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.) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

## **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1998, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Section 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b.) Establishing an on-going drug-free awareness program to inform employees about-

- (1.)The danger of drug abuse in the workplace;
  - (2.)The grantee's policy of maintaining a drug-free workplace;
  - (3.)Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4.)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c.)Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);
- (d.)Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
- (1.)Abide by the terms of the statement; and
  - (2.)Notify the employer in writing of his or her conviction for a violation;
- (e.)Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;
- (f.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
- (1.)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2.)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g.)Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Address: 412 Union Street

City: Isleton

State: California

Zip Code: 95641

Check if there are workplaces on file that are not identified here.

#### **4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

(a.)As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

(b.)If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3) Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.**

NAME OF APPLICANT:

River Delta Unified School District State Preschool

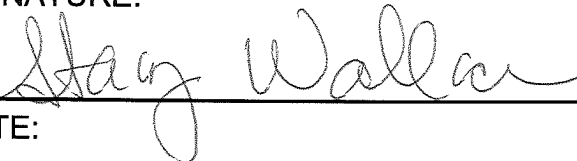
CONTRACT #:

6741

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

Stacy Wallace

SIGNATURE:



DATE:

11/15/20

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 19

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

**SUBJECT:**

Request to approve the Agreement with Burke, Williams & Sorensen, LLP. to Provide Legal Services Regarding Charter Schools and Other Legal Services not limited to the 2022-2023 School Year

**BACKGROUND:**

On occasion, the District requires the legal advice related to Delta Elementary Charter School and other related legal services and must hire an attorney as its legal representative at meetings or to provide consulting services. Additionally, the District may receive requests for new charters, independent or dependent, and must seek legal advice during the review and approval process.

**STATUS:**

The District is looking to hire legal counsel to give advice regarding charter schools.

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

General Fund

**RECOMMENDATION:**

That the Board approves the Agreement with Burke, Williams & Sorensen, LLP. to provide legal services related to charter schools and other related legal services.

Time allocated: 2 minutes

May 31, 2022

**VIA ELECTRONIC MAIL ONLY:**

Katherine Wright, Superintendent  
River Delta Unified School District  
445 Montezuma Street  
Rio Vista, CA 94571-1651

Re: Agreement for Legal Services – 2022-2023  
River Delta Unified School District  
Burke, Williams & Sorensen, LLP

Dear Superintendent Wright:

We are pleased to represent River Delta Unified School District (“Client”) with respect to the matters described in this Agreement. The following sets forth the terms pursuant to which Burke, Williams & Sorensen, LLP (“Burke”) and Client agree that Burke will provide legal services to Client. The hallmark of any productive professional relationship is effective communication. We invite you to contact us at any time during or after our representation with regard to any questions you may have associated with our representation or the matters described herein.

**1. CONDITIONS.** The effective date of this Agreement will be July 1, 2022 through June 30, 2023. This Agreement shall remain in effect until terminated by either party in accordance with the terms contained herein or by mutual agreement of the parties.

**2. SCOPE OF SERVICES.** Client hires Burke to provide legal services as directed by the Superintendent, administrators, or the Board of Trustees with respect to its general business, legal, educational and governance matters, including representation, advice, and counseling on charter school matters. No representation outside of the services set forth herein shall be provided by Burke to Client. No representation of any directors, officers, employees, or any other persons or entities affiliated with Client shall be provided unless such representation is expressly included in this Agreement. Client will provide those legal services reasonably required to represent Client. Burke will take reasonable steps to keep Client informed of progress and to respond to all inquiries of Client. Services in any matter not described herein will require a separate written request from Client.

**3. CLIENT OBLIGATIONS.** Client agrees to cooperate and be truthful with Burke, to keep Burke informed of any information or developments which may come to their attention, to abide by the terms of this Agreement, to pay Burke’s bills on time, and to keep Burke advised of



Katherine Wright, Superintendent  
May 31, 2022  
Page 2

their current address, telephone number, and all other contact information. Client will assist Burke in providing necessary information and documents, and will appear when necessary at legal proceedings.

**4. CONFLICTS OF INTEREST.** Before accepting representation of Client, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between Client and any other person or entity that would bar Burke from representing Client in general or in any of the specific matters listed herein. Burke has reviewed this issue in accordance with the Rules of Professional Conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to Client's representation. Client's execution and return of the enclosed copy of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California to any and all representation arising under this Agreement.

**5. DISCLOSURE.** Pursuant to the requirements of California Business & Professions Code Section 6148, Burke hereby discloses that it maintains professional errors and omissions insurance.

**6. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Burke's prevailing rates for all time spent on Client's matter(s) by Burke's legal personnel. Current hourly rates for Burke's legal personnel are set forth in Attachment A to this Agreement.

Burke's rates are subject to change on 30 days' written notice to Client. If Client declines to pay the increased rates, Burke will have the right to withdraw as attorney for Client.

Time will be billed in a minimum increment of one-tenth (.1) hour. The time charged will include the time Burke spends on telephone calls relating to Client's matter(s), including calls with Client, witnesses, opposing counsel, or court personnel. The legal personnel assigned to Client's matter(s) may confer among themselves about the matter(s), as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of Burke's legal personnel attends a meeting, court hearing, or other necessary proceeding, each will charge for the time spent for doing so. Burke will charge for waiting time in court and elsewhere and for travel time, both local and out of town, except as otherwise agreed to by Client and Burke.

**7. COSTS AND OTHER CHARGES.**

(a) Costs and Expenses. Burke will incur various costs and expenses in performing legal services under this Agreement. In addition to Burke's hourly fees, Client agrees to pay for all costs, disbursements, and expenses associated with our legal representation of Client. These costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs,

Katherine Wright, Superintendent  
May 31, 2022  
Page 3

travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees, and other similar items. Except for the items listed below, all costs and expenses will be charged at Burke's cost.

In-office photocopying (per page):	\$ .20
In-office color photocopying (per document):	\$1.00
Facsimile charges (per document):	\$1.00

(b) Experts, Consultants, and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. Client agrees to pay such fees and charges. Burke will select any expert witnesses, consultants, investigators, or support services to be hired only with the express consent of the Client, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

**8. BILLING STATEMENTS.** Burke will send Client periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. Client may request a statement at intervals of less than 30 days. If Client so requests, Burke will provide one within 10 days. The statements shall include the amount, rate, basis of calculation, or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**9. DISCHARGE AND WITHDRAWAL.** Client may discharge Burke at any time. Burke may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Burke's advice on a material matter, or any fact or circumstance that would render Burke's continuing representation of Client unlawful or unethical. When Burke's services conclude, all unpaid charges will immediately become due and payable by Client. Additionally, Burke will, upon Client's request, deliver all Client files and property in Burke's possession, whether or not Client has paid for all services.

**10. DOCUMENT RETENTION POLICY.** Upon written request, Client is entitled to any files in Burke's possession relating to the legal services performed by Burke for Client, excluding Burke's internal accounting records and other documents not reasonably necessary to Client's representation, subject to Burke's right to make copies of any files withdrawn by Client. Once a matter is concluded, Burke will close the file, and Client will receive notice thereof. Client's physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving these materials from storage. Thus, it is recommended that Client request the return of a file at the conclusion of a matter. Under Burke's document retention policy, Burke normally

Katherine Wright, Superintendent  
May 31, 2022  
Page 4

destroys files five (5) years after a matter is closed, unless other arrangements are made with Client, or as otherwise required by law.

All Client-supplied materials and all attorney end product (referred to generally as "client material") are the property of Client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of Burke. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

After the close of a matter, Burke will notify Client of any client materials that remain in Burke's possession. Client will be invited to retrieve these materials within 45 days of notice, or Client may direct Burke to forward the materials to Client, at Client's expense.

After the 45-day period, Burke will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client materials that remain in Burke's possession.

**11. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement, and nothing in Burke's statements to Client, will be construed as a promise or guarantee regarding the outcome of the matter. Burke makes no such promises or guarantees. Burke's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Burke shall not be a guarantee. Actual fees may vary from estimates given.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreements, statements, or promises made on or before the effective date of this Agreement, will be binding on the parties.

**13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**14. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

**15. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Burke on behalf of Client commencing with the date Burke first performed legal services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Burke the reasonable value of any services Burke may have performed for Client.

Katherine Wright, Superintendent  
May 31, 2022  
Page 5

**THE PARTIES HAVE READ AND UNDERSTAND THE FOREGOING TERMS, AND AGREE TO THEM AS OF THE DATE BURKE FIRST PROVIDED LEGAL SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY-EXECUTED DUPLICATE OF THIS AGREEMENT.**


DATED: \_\_\_\_\_, 2022

**RIVER DELTA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
KATHERINE WRIGHT  
SUPERINTENDENT

DATED: May 31, 2022

**BURKE, WILLIAMS & SORENSEN, LLP**

By:  \_\_\_\_\_  
JOHN R. YEH

Katherine Wright, Superintendent  
May 31, 2022  
Page 6

**ATTACHMENT A**

Rates for Attorneys and other timekeepers through June 30, 2023

Shareholders:

John R. Yeh	\$300 / hour
Associate Attorneys	\$270/ hour

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 20

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

**SUBJECT:**

Request to Approve the three-year contract with Datapath for Technology support for fiscal year 2022-23 through 2024-25.

**BACKGROUND:**

The District has been contracting with Datapath, Inc. for Technology services and support since 2012-13. Management wishes to continue working with them for services and support. Datapath continues to provide support as the District's efforts increase in implementing cyber security.

**STATUS:**

This is a three-year contract with annual increases of 3%. The number of Chromebooks and devices increases every year as we move closer to a 1 to 1 ratio thus increasing the management level.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**    N/A

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

Fiscal Year 2022-23 will cost \$150,576 with 3% increases annual through 2024-25. Services will be paid through Unrestricted General Fund with a small portion thru Fund 11, Adult Ed and Fund 13, Cafeteria.

**RECOMMENDATION:**

That the Board approves the three-year contract with Datapath for Technology Services and Support.

Time allocated:    5 minutes



## **STATEMENT OF WORK #4**

This Statement of Work #4 is entered into by Data Path, Inc. (“**Consultant**”), and River Delta USD (“**Customer**”) pursuant to that certain Professional Services Agreement between the parties, dated as of July 1, 2022 (“**Agreement**”). This Statement of Work shall have no effect separate and apart from the Agreement, and all capitalized terms used herein without definition will have the same meanings as specified therefor in the Agreement. Consultant and Customer agree as follows:

### **Deliverables:**

#### **Tools**

- Advanced Trouble Ticket System
- Client Portal, Analytics & Reports
- Discovery with Reporting
- Centralized Documentation Platform
- Remote Control Agents with Patch Management
- Network Monitoring
- Server and virtualization monitoring

#### **IT Procurement**

- Consultant Procurement Department and Vendor Relationships to leverage hardware discounts
- End User Device Recommendations
- Warranty Management
- Preferred Vendor Partnerships
- Consultant to Assist with Third Party Contract Services (E-rate, NASPO, MHEC, etc)

#### **Technology Management - Daily**

- Emergency After Hours Support for Critical Business Systems
- Extended Non-Critical Service Hours (7:00am – 6:00pm)
- Management of Recurring Renewals
- Monitoring, Alerting & Maintenance
- Vendor Review and Facilitation

#### **Strategic Planning – To be Scheduled Annually Based on Availability**

- Infrastructure Review by Sr. Engineer & Entire Technical Team
- Infrastructure Review with EDU Account Manager
- Device Forecasting (Refresh Scheduling)
- E-Rate Planning and Guidance (Working with Customer E-Rate internal team and/or Customer E-Rate Consultant)
- Planning, Budgeting, Technology Reviews and Strategic Alliance with District Goals and Initiatives
- Attendance at District Management and Technology Meetings as Required

#### **Support (Infrastructure)**

- Network
- Backups
- Servers
- Virtualization
- Wireless (Student Device load balancing and network access)
- Discounted Rate of \$200/hr for Projects Requiring Major Changes or Additions to the existing Infrastructure (i.e. new wireless systems, phone systems, network infrastructure upgrades, etc.)



**Help Desk (End User Support)**

- Mobile Devices (Laptops, Smart Phones, and Tablets)
- Peripherals
- Printers
- Consultant will provide an average of 40 hours of onsite support per week
- Pre-testing assessment and validation (SBAC, MAPS, etc.)

**Exclusions:**

- Consultant is not responsible for disposal of any e-waste.
- Consultant WILL NOT be responsible for the mounting of physical equipment such as projectors, ceiling tiles, wireless access points and cameras. Contractor WILL work with District Staff, outside contractors or whoever the Customer deems appropriate to ensure equipment is mounted properly.
- Consultant WILL NOT perform any electrical work or the running of network cabling through walls, ceilings, conduit or over roofs.





**Fees:**

July 1, 2022 – June 30, 2023, \$12,548.00 per month with an annual 3% increase for each subsequent year thereafter.

**Account Manager/Primary Contact**

The account manager, currently assigned to Customer, is:

Orion Potts

Director of Education

[opotts@mydatapath.com](mailto:opotts@mydatapath.com)

(209) 661-4714 – Direct Work #

(209) 568-6227 – Direct Cell # (Textable)

The Onsite Technician, currently assigned to Customer, is:

Gabriel Espinoza

EDU Support Technician

[gespinoza@mydatapath.com](mailto:gespinoza@mydatapath.com)

(209) 300-7343 – Direct Work #

(209) 481-7794 – Direct Cell # (Textable)

**Term**

This Statement of Work shall commence on July 1, 2022. This agreement will be effective for a period of three (3) years from such start date. The statement of work will automatically renew for two (2), one (1) year increments unless either party notifies the other of its intent not to renew, in writing, at least sixty (60) days prior to the end of the then-current term. Customer is subject to early termination fees for the remaining value on the Order Document if Agreement is terminated before the contract end date.

**CUSTOMER**

RIVER DELTA UNIFIED SCHOOL DISTRICT

**CONSULTANT**

DATA PATH, INC.

BY: \_\_\_\_\_

BY: David Darmstandler

NAME: \_\_\_\_\_

NAME: DAVID DARMSTANDLER

TITLE: \_\_\_\_\_

TITLE: CO-FOUNDER

ADDRESS: 445 Montezuma Street

ADDRESS: 1415 J Street

Rio Vista, CA 94571

Modesto, CA 95345

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 14, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 21

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

**SUBJECT:**

Request to Approve the Agreement with Cooperative Strategies to Provide a Developer Fee Justification Study

**BACKGROUND:**

The State of California updates their Developer Fees every two (2) years. If a district desires to increase the rate of developer fees collected, it must have a study performed to justify the increase, which in turn takes Board action to approve.

Cooperative Strategies assisted the District in 2016-17 in the latest developer fee study that was performed prior to COVID.

**STATUS:**

Cooperative Strategies will work with Chief Business Officer, Superintendent, and other consultants to perform the scope or work outlined in the attachment.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Unrestricted General Fund will pay for the cost not to exceed \$8,000.

**RECOMMENDATION:**

The Board approves the agreement with Cooperative Strategies for Developer Fee Justification Study.

Time allocated: 3 minutes

## **AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between River Delta Unified School District at 445 Montezuma Street, Rio Vista, CA 94571, hereinafter called "Client", and Cooperative Strategies, LLC at 2855 Michelle Drive, Suite 230, Irvine, CA 92606, hereinafter "Consultant" and each, a "Party" or together, the "Parties". The Parties, in consideration of the mutual promises and conditions herein contained agree as follows:

### **ARTICLE I. SERVICES TO BE PERFORMED BY CONSULTANT**

**Section 1.1** Services, Statement of Work. Client hereby retains Consultant to perform the services ("Services") set forth in the Statement of Work (the "SOW") attached as Exhibit A to this Agreement, which is hereby incorporated by reference. In the event of a conflict between this Agreement and the SOW, the SOW shall prevail for the purposes of such SOW only.

**Section 1.2** No Agency. The relationship of the Parties is that of independent contractors. Nothing herein will be deemed to create an employment, agency, joint venture, or partnership relationship between the Parties or any of their agents or employees. Neither Party will have the power to enter into any contracts or to incur any liabilities on behalf of the other.

### **ARTICLE II. OWNERSHIP; USE**

**Section 2.1** Consultant Materials. Consultant owns any and all work product created in the performance of this Agreement, including all intellectual property rights therein, including, but not limited to: (a) computer software (including financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments conceived, created, discovered, invented, or reduced to practice ("Consultant Materials").

**Section 2.2** Client's Rights and Obligations. This Agreement only entitles Client to a right to use the hard copy or electronic reports portion of the Consultant Materials (each a "Report"). Client shall not reuse Reports for any unlawful purpose. Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, members, managers, employees, and subcontractors ("Consultant Indemnified Parties") against any damages, losses, liabilities, and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from the unauthorized use of the Consultant Materials or Reports by or through Client.

**Section 2.3** Rights. Consultant reserves all rights in Consultant Materials, including the Reports. Consultant may use Consultant Materials for any purpose during the term of this Agreement or thereafter. Client agrees that Consultant has spent and will spend substantial time and effort in collecting and compiling data and information (including Client Data, as defined below) (the "Data Compilations") in order to produce the Report(s). Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale, or distribution to third parties, provided that Consultant will not sell or distribute Client's Confidential Information that may be contained in Data Compilations unless such information is used on an aggregated, anonymous basis.

### **ARTICLE III. COMPENSATION**

**Section 3.1** Fees. Client shall pay Consultant a professional fee according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the SOW.

**Section 3.2** Reimbursement. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services if they are approved in advance by district. Expenses of Consultant in the performance of any Consulting Services that will be reimbursed by Client are the following:

- (a) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs; and
- (b) Third-party photographic reproduction and data purchases.
- (c) Photocopies, facsimile, postage, overnight deliveries.

**Section 3.3** Invoices. Consultant shall deliver to Client an invoice for Services performed and reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed on past due accounts. Payment shall not be subject to any discounts or set-offs.

### **ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT**

**Section 4.1** Performance. Consultant shall perform the Services in accordance with the SOW and generally accepted industry standards.

**Section 4.2** Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Services under the Agreement.

**Section 4.3** Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Services as required by law. Consultant shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

**Section 4.4** Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client as soon as reasonably practicable following Client's written request.

**ARTICLE V.**  
**OTHER AGREEMENTS OF CLIENT**

**Section 5.1** Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant. Client shall also satisfy any assumptions, perform any SOW obligations, and comply with all applicable laws and regulations.

**Section 5.2** Client Responsibility.

(a) Client acknowledges Consultant will be using various data, reports, studies, computer printouts and other information, documents, and representations as to facts, the source of which may be Client ("Client Data"), and data from public agencies or third-parties ("Other Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in performing Services, and that Consultant shall not be obligated to verify the accuracy of the Client Data or Other Data or be responsible for its impact of on its work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver the Client Data to Consultant and neither the Client Data, nor its use shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that Client Data does not contain any viruses or other damaging or disabling code.

**Section 5.3** Non-Solicitation. Client shall not solicit for employment or hire Consultant's employees during the term and for one year following the termination of this Agreement; provided, however, that this shall not prohibit Client from generalized solicitation or advertising, including the use of an independent agency or search firm whose efforts are not specifically directed at such employees. Such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason, or (b) whose employment or solicitation has been agreed upon in writing by Consultant.

**ARTICLE VI.**  
**TERM; TERMINATION**

**Section 6.1** Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

**Section 6.2** Convenience. Either party may terminate this Agreement (and the SOW) for convenience upon thirty (30) prior written days' notice to the other party.

**Section 6.3** Breach. Either party may terminate this Agreement with written notice to the other party in the event of a material breach which is not cured within ten (10) days. Without limiting the foregoing, if Client fails to make payments when due, Consultant may suspend Services upon notice. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (if Consultant has not terminated the Agreement), Consultant shall resume Services and the SOW shall be adjusted for the suspension period plus reasonable time and expense for the Consultant to resume performance.

**Section 6.4** Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses, and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

**Section 6.5** Mutual Indemnification. Each Party shall defend, indemnify and hold the other Party harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with this Agreement when such Claims arise from, relate to, or in any way result from (i) breach of any representation or warranty in this Agreement, (ii) breach of any applicable law or (iii) gross negligence or willful misconduct. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

**Section 6.6** Survival. Sections 1.2, 5.2, 5.3, 6.4, 6.5, 6.6, and Articles II, III, VII, and VIII shall survive the expiration or termination of this Agreement.

## **ARTICLE VII. CONFIDENTIALITY**

**Section 7.1** Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors, or business in general. It shall not include any item which: (i) the receiving party can prove was in its possession prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

**Section 7.2** Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information in confidence and not disclose same to anyone except its employees who have a need to know and who are bound by the confidentiality and nondisclosure restrictions herein; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect Confidential Information

with the same degree of care it uses with its own information of like importance, but in no event less than a reasonable standard of care.

**Section 7.3** Compelled Disclosure. If either receiving party is required by law to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt oral and written notice, so that the latter may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

**Section 7.4** Injunctive Relief. Each party agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

## **ARTICLE VIII.** **GENERAL PROVISIONS**

**Section 8.1** Notice. Any notices to be given hereunder may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: [jrich@coopstrategies.com](mailto:jrich@coopstrategies.com); Client: \_\_\_\_\_), but each party may change the address by written notice in accordance with this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

**Section 8.2** Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation shall be void. This Agreement shall inure to the benefit of and shall be binding upon the Parties' successors and permitted assigns.

**Section 8.3** Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term, or a similar term, is used under applicable law. The Parties agree that Consultant is not a "public official" or "participating in governmental decision" as those terms, or similar terms, are used under applicable law, and that no actions and opinions necessary for the performance under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms, or similar terms, are used under applicable law.

**Section 8.4** Entire Agreement. This Agreement and Exhibits A and B supersede any and all agreements, either oral or written, between the Parties with respect to Services.

Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending, or replacing such statute.

**Section 8.5** Amendment. This Agreement and any exhibit hereto may not be modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both Parties.

**Section 8.6** Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**Section 8.7** Dispute Resolution.

(a) Except as set forth in Section 7.4, the Parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association (AAA). If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration under subsection (b).

(b) Except as set forth in Section 7.4, upon written, served request, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the AAA and the provisions of applicable law. The arbitration shall take place in a location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The first and second arbitrator shall then select a third arbitrator who shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. No arbitration shall include by way of consolidation or joinder any parties or entities not a Party to this Agreement without the express written consent of Parties and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to any other rights and remedies, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all arbitrator fees and expenses and all arbitration costs.

**Section 8.8** Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding choice of law rules.

**Section 8.9** Third Parties. Nothing contained in this Agreement shall create a contractual relationship with cause of action in favor of a third party against either Party.

**Section 8.10** DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER PARTY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT,



TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 8.11 Force Majeure.** Neither party will be liable for failure to perform (except for payments owing) due to circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor, or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay.

**Section 8.12 Limitation of Liability.** The parties intend that the Services shall not subject Consultant Indemnified Parties to personal legal exposure. Therefore, notwithstanding anything to the contrary, Client agrees that Client’s sole and exclusive remedy, and any claim, demand or suit shall be directed and/or asserted only against Consultant and not against Consultant Indemnified Parties. Consultant’s total liability for any cause of action, including contract, tort and otherwise, shall not exceed the sum paid to Consultant under this Agreement. The limitations of liability and exclusion of certain damages shall apply regardless of the effectiveness of any of the remedies provided for under this Agreement. Any action against Consultant must be brought within twelve (12) months after the cause of action arises.

**Section 8.13 DISCLAIMER.** EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE. CONSULTANT CANNOT GUARANTEE RESULTS AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT USE OF CONSULTANT MATERIALS AND IMPLEMENTATION THEREOF WITHIN CLIENT’S ORGANIZATION IS AT CLIENT’S OWN DISCRETION AND RISK.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

**Cooperative Strategies, LLC**

**River Delta Unified School District**

By:   
\_\_\_\_\_  
Scott Newell  
Chief Executive Officer

By: \_\_\_\_\_

Date: April 28 2022

Date: \_\_\_\_\_

## **EXHIBIT A**

### **STATEMENT OF WORK**

#### **RIVER DELTA UNIFIED SCHOOL DISTRICT SCHOOL FEE JUSTIFICATION STUDIES**

Cooperative Strategies, LLC shall prepare Residential and Commercial/Industrial Development School Fee Justification Studies ("Studies") for River Delta Unified School District ("Client" or "School District"). The Studies will justify statutory school fees ("School Fees") separately for the South and North areas of the School District and will also identify the full school facilities impacts to be mitigated by these types of development within the School District. The specific activities and tasks to be performed under this Statement of Work include the following:

#### ***Developer School Fee Justification Studies***

#### **ACTIVITY I. BACKGROUND RESEARCH**

##### **Task 1**      **Data Collection**

CS will collect the following data to be used in the create of the study:

- Current school year student data
- Current parcel data
- Existing capacity study from district and / or SAB Form 50-02
- Future planned residential units
- US Census Data
  - Employment Data
  - Commercial / Industrial Data
  - Household Occupancy Data
  - Travel to time to employer

##### **Task 2**      **Student Generation Factors**

This task involves calculating student generation factors ("SGF") by housing category (i.e., single family detached and multi-family attached) and school level. SGFs will be calculated by comparing student enrollment of the School District to residential data provided from the County Office of the Assessor ("Assessor").

#### **ACTIVITY II. DETERMINE SCHOOL FACILITY NEEDS**

##### **Task 3**      **Determine School Facility Needs**

CS will prepare the following analyses:

- Existing Capacity vs. Current Enrollment

- Student Generated from Residential Development
- Future School Facility needs by grade level based on estimated future unit development

### **ACTIVITY III. SCHOOL FACILITIES IMPACT PER CATEGORY**

#### **Task 4      School Facility Costs**

This task involves reviewing and analyzing documents of the School District to estimate the cost of constructing or expanding the school facilities identified in Task 3.

#### **Task 5      School Facilities Impact Analysis for Residential and Commercial / Industrial Development**

This task involves estimating the full school facilities impacts per unit and square foot of residential floor space that must be mitigated by each housing category. Residential housing impacts will be based on data and material assembled in Activities I, II, and III. If full school facilities impact per square foot of residential floor space exceeds the new School Fee for a housing category, then the full new School Fee is justified for such housing category.

### **ACTIVITY IV. STUDY PREPARATION**

#### **Task 6      Study Preparation**

This task involves preparing one (1) draft and one (1) final version of the report presenting the findings of the Commercial/Industrial Study in PDF format.

### **ACTIVITY V. ATTENDANCE AT GOVERNING BOARD MEETING**

#### **Task 7      Attendance at Meeting of the Governing Board**

At the School District’s request, CS will attend up to one (1) Governing Board meeting when the study is considered for adoption.

### **ACTIVITY VI. ADDITIONAL SUPPORT FOR BUILDING INDUSTRY ASSOCIATION CORRESPONDENCE**

#### **Task 8      Correspondence with the Building Industry Association**

At the School District’s request, CS will correspond with the Building Industry Association (“BIA”) regarding information and assumptions used in the study. This may include drafting responses to questions raised by the

BIA, participating in phone calls with BIA representatives and other correspondence related to the study.

**EXHIBIT B**

**FEE SCHEDULE**

**RIVER DELTA UNIFIED SCHOOL DISTRICT  
SCHOOL FEE JUSTIFICATION STUDIES**

The proposed budget for services performed by Cooperative Strategies, LLC for River Delta Unified School District ("Client" or "School District") under the Statement of Work for Sections I through IV shall be a flat fee of \$11,500 (plus reimbursable expenses) for calendar year 2022. This fee shall be payable in monthly installments based on the percentage of work completed.

Payments are due upon presentation of invoice. Cooperative Strategies may stop work if payments are not made within 45 days of presentation of invoice.

Additional services (including Activities V and VI) outside of the defined scope will be billed on a time and materials basis (plus expenses). Professional services will be billed at the hourly rates shown in the table below.

<b>POSITION</b>	<b>RATE</b>
Partner	\$250/hour
Senior Director	\$225/hour
Associate Director	\$175/hour - \$225/hour depending on level of experience
Senior Associate	\$150/hour
Associate	\$120/hour
Research Analyst	\$85/hour

## **Reimbursable Expenses**

In addition to professional fees, "Client" is responsible for expenses including travel (mileage, lodging, parking, etc.), meals, all printing, postage, overnight delivery service, and other direct expenses associated with the project. Reimbursable expenses will be invoiced monthly with professional fees.

## **Limitations**

It is assumed that the School District or its consultants will provide all required enrollment, school facility, and other data and materials identified in the Statement of Work. If Cooperative Strategies must assume primary responsibility for any responsibilities of the School District or attend additional meetings at the School District, such tasks may be defined as Additional Work if they cause the maximum budget amount to be exceeded. Additional Work may also include other tasks not described in the Statement of Work.

S:\Proposals\Working Documents\California\Demographics\Fee Studies\SY2122\River DeltaUSD\River DeltaUSD\_CA\_FeeStudies\_2021-2022-20220505.docx