

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:

November 8, 2022 ♦ General Open Session 6:30pm
Clarksburg Middle School ♦ 52870 Netherlands Road, Clarkburg, 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

ADDRESSING THE BOARD: Anyone may address the Board regarding any subject that is within the Board's subject-matter jurisdiction [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. The Board of Trustees welcomes public participation, consistent with the Brown Act, on items that appear on the agenda and those items that are not appearing on the agenda. **If you wish to address the Board during the Public Comment section of the meeting or during the corresponding item section, you must complete and submit an electronic Public Comment Card or submit a paper Public Comment Card to the Executive Assistant or designee prior to the General Open Session of the meeting.** Individuals are not required to sign in, or otherwise disclose their name or other information as a condition to attend a meeting or address the Board. You will be called upon to speak during the Public Comment section or the specified agendized item you have selected. If you prefer not to provide your name, you will need to provide how you wish to be identified when called upon. If you are attending the School Board meeting via Zoom please make sure that the name on the Public Comment Card matches the name you enter when joining the Zoom Meeting. **However, understand the Board may not take action on any item which is not listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323), The Board may ask clarifying questions related to the public comments made on items appearing on the agenda or the Board may refer such matter to the Superintendent or designee. (Education Code 35145.5, Government Code 54954.2). **Individual speakers shall be allowed three minutes to address the Board on any agendized or 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.} **If you have a comment or complaint regarding a specific employee, please refrain from making a public comment and contact the employee's supervisor for resolution.**

Listen in English: Meeting ID: 944 4979 3850 Passcode: 961029

REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 5:30 p.m.)
2. Roll Call
3. Review Closed Session Agenda (see attached agenda)
 - 3.1 Announce Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items Only
4. Approve Closed Session Agenda and Adjourn to the **Closed Session** (@5:35 p.m.)
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____
5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: _____
 - 5.1 Retake Roll Call
Member Mahoney ____; Member Riley ____; Member Casillas ____;
Member Lamera ____; Member Apel ____; Member Jelly ____; 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: **Individual speakers who have submitted a Comment Card 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.** The Board will follow the process for Public Comments listed above.

9. **Reports, Presentations, Information**

- 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
- 9.1.1 Board Members' report(s)
 - 9.1.2 Committee report(s)
 - 9.1.2.1 City of Rio Vista 2 X 2
 - 9.1.2.2 Facilities Steering Committee report(s)
 - 9.1.3 Superintendent Wright's report(s)
 - 9.1.4 Student Presentations
- 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, Asst. Superintendent of Business Services; Ken Gaston, Directors of MOT
- 9.2.1 Business Services' Report – Tammy Busch, Asst. Superintendent of Business Services
 - 9.2.1.1 ADA/Enrollment Report – Tammy Busch, Asst. Superintendent of Business Services
 - 9.2.1.2 Monthly Financial Report – Tammy Busch, Asst. Superintendent of Business Services
 - 9.2.1.3 Presentation and Public Hearing to acknowledge Delta Elementary Charter School's Material Revision Petition for the term July 1, 2020 to June 30, 2027 - Tammy Busch, Asst. Superintendent of Business Services and Matt Taylor, Superintendent of Delta Elementary Charter School

Open Public Hearing: _____pm **Public Comments:** **Close Public Hearing:** _____pm

- 9.2.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT
- 9.3 Education Services' Reports and/or Presentation(s) - Nancy Vielhauer, Asst. Superintendent of Educational Services and Tracy Barbieri, Director of Special Education
- 9.3.1 Educational Services Update – Nancy Vielhauer, Asst. Superintendent of Educational Services
- 9.4 River Delta Unified Teacher's Association (RDUTA) Update – Chris Smith, RDUTA President
- 9.5 California State Employees Association (CSEA) Chapter #319 Update – David Groves, CSEA President

10. **Consent Calendar**

- 10.1 Approve Board Minutes
 - Regular Meeting of the Board, October 11, 2022
- 10.2 Receive and Approve Monthly Personnel Reports
 - As of November 8, 2022
- 10.3 District's Monthly Expenditure Report
 - October 2022
- 10.4 Request to Approve the Memorandum of Understanding Between River Delta Unified School District and the Center for Oral Health to Work Together to Implement the Early Smiles Sacramento Program – Gabino Perez, Principal
- 10.5 Request to Approve the 2022-2023 Fundraising Events for Bates Elementary School's PTA - MJ Kiwan Gómez, Ed.D., Principal
- 10.6 Request to Approve the Agreement with The English Learner Group, Consultants for Educational Consulting to Improve English Learner Student Achievement for the 2022-2023 School Year, cost not to exceed \$10,125, Title III – MJ Kiwan Gómez, Ed.D., Principal and Director of English Learners Services
- 10.7 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Education Depot Park) for the 2022-2023 School Year, at a cost not to exceed \$54,000, Special Educational Funds – Tracy Barbieri, Director of Special Education
- 10.8 Request to Approve the 2022-2023 General Agreement for Nonpublic, Nonsectarian School/Agency (Soliant Health, LLC) to Provide a Board-Certified Behavioral Analyst (BCBA) and Three Behavioral Aides for District Students – at a cost not to exceed \$233,000, Special Education Funds – Tracy Barbieri, Director of Special Education

- 10.9 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (New Directions Solutions, dba ProCare Therapy) to Provide a Registered Behavior Assistant (RBA) for the 2022-2023 School Year – at a cost not to exceed \$30,000, Special Education Funds – Tracy Barbieri, Director of Special Education
- 10.10 Request to Approve the Donation of Window Coverings and Installation Costs for the Rio Vista High School Cafeteria from Sorensen Foundation and the Rio Vista High School Booster Club – Victoria Turk, Principal
- 10.11 Request to Approve the Donation of Vape Sensors and Installation Costs for Rio Vista High School from Rio Vista Police Department and the Rio Vista High School Booster Club – Victoria Turk, Principal
- 10.12 Request to Approve the Agreement with Soul Shoppe Programs for in-person Training and/or Online Learning Platform for D.H. White Elementary School for the 2022-2023 School Year, Nancy Vielhauer, Asst. Superintendent of Educational Services, at a cost of \$6,000 Site Funds
- 10.13 Request to Approve the Overnight Travel for Delta High School’s Wrestling Team to Participate in Two Wrestling Tournaments, one in McKinleyville, NV on December 10, 2022 and one in Morro Bay, CA on January 20-21, 2023, cost to be paid with Site Lottery Funds and Heavenly Booster Funds – Craig Cornelson
- 10.14 Request to Approve the Membership Agreement with CODESP Public HR to Provide Pre-Employment Testing Products and Services for Potential Classified Employees – Codi Agan, Director of Personnel
- 10.15 Request to Approve the 2022-2023 Fundraising Events for D.H. White Elementary School’s PTC – Jennie Gornto, Interim Principal

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

Action Items -- Individual speakers who have submitted a Comment Card shall be allowed three minutes to address the Board on any agendized item. The Board shall limit the *total time* for public presentation and input on *all items* to a maximum of 20 minutes including the Public Comments made previously in this meeting. The Board will follow the process for Public Comments listed above.

- 11. Request to set and approve the scheduling of the Annual Organizational Meeting of the Board of Trustees of the River Delta Unified School District for Tuesday, December 13, 2022 with the Open Session beginning at 6:30 pm at the Rio Vista High School Theater – Katherine Wright, Superintendent
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 12. Request to Approve the First Reading of the Updated or New Board Policies, Administrative Regulations or Exhibits Due to New Legislation or Mandated Language and Citations Revisions as of September 2022 and BP 4119.11/4219.11/4319.11 – Sexual Harassment and Fraternalization – Katherine Wright, Superintendent and Tammy Busch, Asst. Superintendent of Business Services
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 13. Request to Approve the First and Final Reading of Board Policy/Administrative Regulation 5141.21 Administering Medication and Monitoring Health Conditions – Tracy Barbieri, Director of Special Education
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 14. Request to Reevaluate Exhibit 1330 Application for Use of School Facilities Permit and Fee Schedule – Tammy Busch, Asst. Superintendent of Business Services
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 15. Request to Approve and Adopt the 2021-2022 and 2022-2023 Tentative Agreement with the River Delta Unified Teacher’s Association (RDUTA) and For All Non-Represented Employees – Tammy Busch, Asst. Superintendent of Business Services
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 16. River Delta Unified School District has entered into a Memorandum of Understanding (MOU) with California State Employees Association (CSEA) Chapter #319 for salaries and benefits for 2022-23. 10% on the salary schedule for 2022-23 and health benefit cap of \$1,500 per month - Tammy Busch, Asst. Superintendent of Business Services
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 17. Request to Approve the “Non-Represented” Classified Employee Salary Schedule (Before and After School Staff) for 2022-2023 and Retro-Active to July 1, 2022 – Tammy Busch, Asst. Superintendent of Business Services
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

18. Request to Approve the Adoption and Purchase of *Foundations of Restaurant Management and Culinary Arts Level 1 eBook*, Published by National Restaurant Association for our Culinary Arts I and II Classes at Rio Vista High School - Cost not to exceed \$1,961.52, Career Technical Education Incentive Grant (CTEIG) Funds – Nancy Vielhauer, Asst. Superintendent of Educational Services
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
19. Request to Approve the Agreement with CAS Inspections, Inc. to Provide Division of the State Architect (DSA) Inspection Services for the Modular Classrooms at D. H. White Elementary School - Cost not to exceed \$35,200 Measure J Bond Funds – Tammy Busch, Asst. Superintendent of Business Services
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
20. Request to Approve the Agreement with Wallace Kuhl & Associates to Provide Geotechnical Engineering Construction Testing Services for the D.H. White Elementary School’s New Classrooms - Cost not to exceed \$14,950 Measure J Bond Funds – Tammy Busch, Asst. Superintendent of Business Services
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
21. Request to Approve the Agreement with CAS Inspections, Inc. to Provide Division of the State Architect (DSA) Inspection Services for the New Fire Alarm System at Walnut Grove Elementary School - Cost not to exceed \$26,400 Measure K Bond Funds – Tammy Busch, Asst. Superintendent of Business Services
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
22. Request the Approval to Award the Walnut Grove Window Replacement Project to the Lowest Responsive Bidder, August-Jayne Construction – Cost not to exceed \$285,000 Measure K Bond Funds - Tammy Busch, Asst. Superintendent of Business Services
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
23. Request to Approve the Contract with HKIT Architects for Pre-planning of New Restrooms at Isleton Elementary School - Cost not to exceed \$15,000 Measure J Bond Funds - Tammy Busch, Asst. Superintendent of Business Services
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
24. Request the Board to Award a Contract for the Site Improvements for New Modular Classrooms at D. H. White Elementary School to the Lowest, Responsible Bidder, Kerex Engineering, Inc. – Cost not to exceed \$383,000 Measure J Bond Funds - Tammy Busch, Asst. Superintendent of Business Services
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
25. Request to Approve the Provisional Internship Permits as Authorized by the Commission on Teacher Credentialing for 2022-2023 School Year – Codi Agan, Director of Personnel
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
26. Request to Approve the Short-Term Staff Permit (STSP) as Authorized by the Commission on Teacher Credentialing for 2022-2023 School Year – Codi Agan, Director of Personnel
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
27. Request to Approve the Amended Employment Agreement, Section II: Salary, Part 1, for Katherine Wright, Superintendent - Board President Stone
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
28. Re-Adjourn to continue Closed Session, if needed
29. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Stone
30. Adjournment
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Abstentions: _____ Time: _____

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, November 4, 2022, by or before 5:30 p.m.

By: 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:

November 8, 2022

Clarksburg Middle School ♦ 52870 Netherlands Road, Clarkburg, CA

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 November 8, 2022, at the Clarksburg Middle School, Clarksburg, 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)]. - None

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

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

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

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

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

Public Employee(s) Evaluation:

4.3.1 Superintendent

4.3.2 Certificated

4.3.3 Classified

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

4.3.5 Complaint, Discipline, Dismissal, Non-reelects, & Releases

4.3.6 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6] Following negotiation meetings any/all units.

4.3.6.1 RDUTA

4.3.6.2 CSEA

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

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

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022.

Attachments: X

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 9.2.1.1

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

SUBJECT:

Monthly Enrollment and ADA Report (**OCTOBER MONTH 3**)

BACKGROUND:

Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows enrollment and ADA for 2020-2021 compared to current year 2022-2023.

STATUS:

District-wide enrollment **decreased by 57** students compared to the same month of school year 2021-22, decreasing from 1,842 to 1,785 (does not include Adult Ed).

District-wide enrollment **increased by 37 students** compared to **last month from 1,748 to 1,785**. (Does not include Adult Ed)

District-wide attendance **decreased by 65 ADA** compared to **last month, from 1,702 to 1,637**. (Does not include Adult Ed)

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

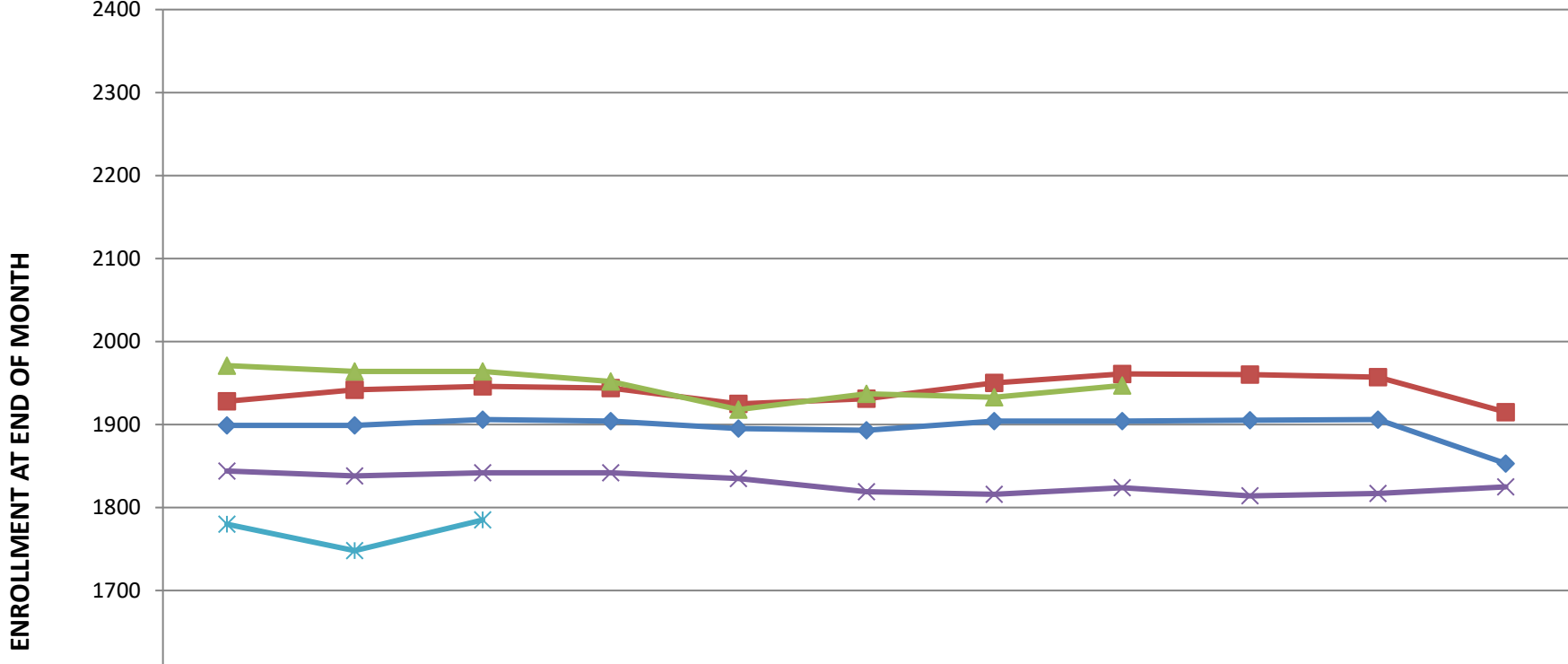
RECOMMENDATION:

That the Board receives the information presented

Time allocated: 3 minutes

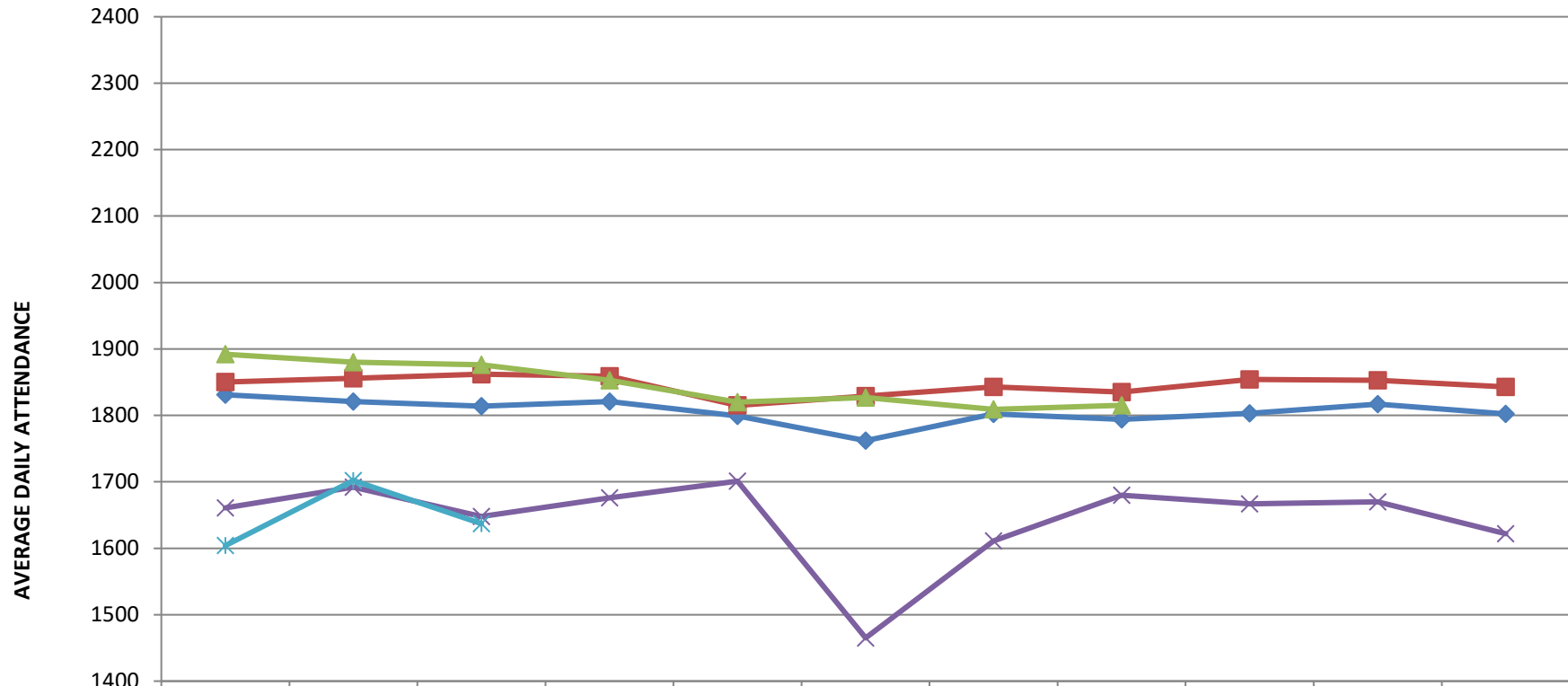
SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr	% of ADA	OCT	OCT	Incr/Decr	% of ADA
		21-22	22-23			21-22	22-23	From Pr Month		21-22	22-23	From Pr Month	
BATES	ENR	89	83	94.0%		90	83	0	95.2%	90	83	0	95.2%
	ADA	85	78			84	79			82	79		
CLARKSBURG (7th & 8th Gr)	ENR	149	138	89.1%		149	137	-1	94.2%	147	136	-1	95.6%
	ADA	139	123			142	129			138	130		
ISLETON	ENR	158	174	92.5%		155	178	4	93.3%	158	176	-2	93.8%
	ADA	141	161			149	166			139	165		
RIVERVIEW	ENR	192	168	90.5%		187	165	-3	92.1%	185	165	0	91.5%
	ADA	169	152			172	152			168	151		
WALNUT GROVE	ENR	167	156	88.5%		167	136	-20	105.9%	168	153	17	94.1%
	ADA	149	138			153	144			150	144		
D.H. WHITE	ENR	390	395	89.1%		383	379	-16	90.8%	383	407	28	88.5%
	ADA	342	352			352	344			341	360		
ELEMENTARY SUB TOTAL	ENR	1,145	1,114			1,131	1,078	-36		1,131	1,120	42	
	ADA	1,025	1,004			1,052	1,014			1,018	1,029		
CLARKSBURG (9th Grade)	ENR	76	62	93.5%		76	64	2	93.8%	77	63	-1	95.2%
	ADA	73	58			72	60			70	60		
DELTA HIGH	ENR	217	211	87.7%		215	206	-5	93.7%	213	204	-2	94.1%
	ADA	205	185			203	193			196	192		
RIO VISTA HIGH	ENR	380	367	91.3%		378	367	0	89.1%	379	365	-2	89.9%
	ADA	345	335			344	327			340	328		
HIGH SCHOOL SUB TOTAL	ENR	673	640			669	637	-3		669	632	-5	
	ADA	623	578			619	580			606	580		
Mokelumne High (Continuation)	ENR	4	1			4	4	3		4	4	0	
	ADA	2	0			2	41			1	2		
River Delta High/Elem (Alternative)	ENR	22	25			34	29	4		38	29	0	
	ADA	11	22			19	25			23	26		
Community Day	ENR	0	0			0	0	0		0	0	0	
	ADA	0	0			0	0			0	0		
TOTAL K-12 LCFF Funded	ENR	1,844	1,780			1,838	1,748	-32		1,842	1,785	37	
	ADA	1,661	1,604			1,692	1,660			1,648	1,637		
Wind River- Adult Ed	ENR	0	8			0		-8		0	7	7	
TOTAL DISTRICT	ENR	1,844	1,788			1,838	1,748	-40		1,842	1,792	44	

ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
◆ 17/18	1899	1899	1906	1904	1895	1893	1904	1904	1905	1906	1853
■ 18/19	1928	1942	1946	1944	1925	1931	1950	1961	1960	1957	1915
▲ 19/20	1971	1964	1964	1952	1918	1937	1933	1947			
× 21/22	1844	1838	1842	1842	1835	1819	1816	1824	1814	1817	1825
* 22/23	1780	1748	1785								

ACTUAL ATTENDANCE



	1	2	3	4	5	6	7	8	9	10	11
◆ 17/18	1831	1821	1814	1821	1799	1762	1802	1794	1803	1817	1802
■ 18/19	1850	1856	1862	1859	1815	1829	1843	1835	1854	1853	1843
▲ 19/20	1892	1880	1876	1853	1820	1827	1809	1815			
× 21/22	1661	1692	1648	1676	1701	1465	1611	1680	1667	1670	1622
* 22/23	1604	1702	1637								

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X_____

From: Tammy Busch, Chief Business Officer

Item Number: 9.2.1.2

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

SUBJECT:

Monthly Financial Report

BACKGROUND:

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

This report does not include any encumbered expenditures.

STATUS:

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: NOT APPLICABLE

RECOMMENDATION:

That the Board receives the Monthly Financial report as submitted

Time allocated: 2 minutes

River Delta Unified School District
 2022-23 Working Budget vs. Actuals Report
 October 31, 2022

Working Budget						Actuals thru: 10/31/2022					
	Beginning Balance (A)	Net Income/ Contributions in (B)	Expense/ Contributions out (C)	Ending Balance (D)	YTD Income (E)	YTD Paid to Delta Charter (F)	YTD Net Revenue (G)	Percentage Received (H)	YTD Expense (I)	Percentage Spent (J)	
					(G/B=H)				(I/C=J)		
General Fund: (01)											
Unrestricted	9,885,412	18,446,920	17,589,114	10,743,218	2,436,027	381,777	2,054,250	11.14%	5,059,959	28.77%	
Restricted	2,061,898	11,362,872	11,381,705	2,043,065	1,185,291		1,185,291	10.43%	1,969,145	17.30%	
Combined	11,947,310	29,809,792	28,970,819	12,786,283	3,621,318	381,777	3,621,318	12.15%	7,029,104	24.26%	
Other Funds											
Adult Ed. (11)	87,922	92,540	92,540	87,922	31,939		31,939	34.51%	29,569	31.95%	
Child Development (12)	762	288,702	311,325	(21,861)	176,270		176,270	61.06%	71,368	22.92%	
Cafeteria (13)	334,650	991,116	989,116	336,650	9,265		9,265	0.93%	283,257	28.64%	
Sp. Res-Other than Cap. Outlay (17)	40,753	400	-	41,153	70		70	17.50%	-	0.00%	
Bond Fund (21)	19,585,807	34,656	-	19,620,463	129,860		129,860	374.71%	-	0.00%	
Bond Fund- Measure J (22)			-	-	-		-	0.00%	236,737	0.00%	
Bond Fund - Measure K (23)			-	-	-		-	0.00%	220,173	0.00%	
Developer Fees (25)	1,114,452	318,371	339,255	1,093,568	555,992		555,992	174.64%	596,104	175.71%	
County School Facilities (35)	3,398	30	-	3,428	12		12	40.00%	-	0.00%	
Capital Projects (49)	418,611	6,450	-	425,061	143,437		143,437	2223.83%	2,903	0.00%	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Tammy Busch, Asst. Supt., Business Services

Item Number: 9.2.1.3

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

SUBJECT:

Hold a Public Hearing to Acknowledge Delta Elementary Charter School's Material Revision Petition for the Term July 1, 2020 to June 30, 2027.

BACKGROUND:

Delta Elementary Charter School is expanded student enrollment to include Transitional Kindergarten as required by Ed Code 48000. Ed Code 47607.4 requires charter schools to submit a material revision when there are significant changes from the original approved petition.

STATUS:

Delta Elementary Charter School has submitted a material revision for public hearing.

PRESENTER:

Tammy Busch, Assistant Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Matt Taylor, Delta Elementary Charter School

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

The Board hold the Public Hearing for Delta Elementary Charter School's Material Revision.

Time allocated: 5 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

River Delta Unified School District
Board Meeting
November 8, 2022, 6:30 p.m.
Clarksburg Middle School
Clarksburg, California

Delta Elementary Charter School's Material Revision Petition for the term July 1, 2020 to June 30, 2027

The River Delta Unified School District Board of Trustees approved the Petition with Delta Elementary Charter School (DECS) effective July 1, 2020 to June 30, 2025.

Delta Elementary Charter School is expanded student enrollment to include Transitional Kindergarten as required by Ed Code 48000. Ed Code 47607.4 requires charter schools to submit a material revision when there are significant changes from the original approved petition. Included in the material revision DECS is requesting to extend the agreement for an additional two years ending June 30, 2027 as permitted by the California Department of Education. The material revision will be brought before the Board of Trustees' at the regularly scheduled meeting on December 13, 2022, at Rio Vista High School, Rio Vista, California.

For questions, please call Tammy Busch, Asst. Superintendent of Business Services at (707)-374-1715.

Creating Excellence To Ensure That All Students Learn

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

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

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

Wind River School
Mokelumne High School



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AVISO DE AUDIENCIA PUBLICA

Distrito Escolar Unificado River Delta
Reunión de la Junta
8 de noviembre de 2022, 6:30 p.m.
Escuela Intermedia Clarksburg
Clarksburg, California

**Petición de Revisión de Material para la Escuela Primaria
Charter Delta para el periodo de 1º de junio de 2020 al 30
de junio de 2027**

La Junta Directiva del Distrito Escolar Unificado River Delta aprobó la Petición con La Escuela Primaria Charter Delta (DECS) a partir del 1º de junio de 2020 al 30 de junio de 2025.

La Escuela Primaria Charter Delta ha ampliado la inscripción de estudiantes para incluir Kínder Transicional según lo exige el Código de Educación 48000. El Código de Educación 47607.4 requiere que las escuelas charter presenten una revisión material cuando haya cambios significativos de la petición original aprobada. Incluido en la revisión de material, DECS está pidiendo extender el acuerdo por dos años adicionales que termina el 30 de junio de 2027 como se permite por el Departamento de Educación de California. La revisión del material se presentará ante la Junta Directiva en la reunión regular programada el 13 de diciembre de 2022, en la Escuela Secundaria Rio Vista, Rio Vista, California.

Si tiene preguntas, llame a Tammy Busch, Asistente Adjunta de Servicios Comerciales al (707) 374-1715.

Creating Excellence To Ensure That All Students Learn

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

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

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

Wind River School
Mokelumne High School

Charter of Delta Elementary Charter School



**DELTA
ELEMENTARY**

CHARTER SCHOOL

Charter ~~Renewal~~ Petition for the term:

July 1, 2020 to June 30, 2025 ~~Approved on November 12, 2019~~⁷⁵

Material Revision for the term July 1, 2020 through June 30, 2027

~~Approved by~~ Submitted to the River Delta Unified School District Board on:

November 12, November 8, 2022 for Public Hearing¹⁹

December 13, 2022 for Material Revision Approval

Delta Elementary Charter Accomplishments

Delta Elementary Charter (“DECS” or the “Charter School”) is proud to serve the children, staff and families of our community, which serves the Clarksburg and West Sacramento regions. The Charter School has grown from fewer than 100 students in 2007 to over 410 students in 2019. Our financial model is responsible and sustainable.

We strive to excel in three core areas: positive school culture, academic excellence and outstanding and unique instructional programs and partnerships.

At DECS we know that a positive school culture is foundational to student learning and therefore to our Charter school. Our 2018-19-climate survey indicated that 99% of our parents are pleased with our school culture and feel that we have set high academic standards for their children. We are committed to including our families in the decision-making processes, which are important to parents. Parents have, time and again, demonstrated their consistent commitment to Art and Music programs, which have grown and are producing students that excel in the arts as they move into the Clarksburg Middle School. Our Art Gallery Events and Music Programs have been a positive addition in this community and have contributed to partnerships with UC Davis, CSUS, Wellness Together, and local artists.

Delta Elementary Charter is committed to project-based learning and benefits greatly from connection between local agri-business and their deep connections with the curriculum. Our Learning Garden is an outdoor classroom that allows students to think critically and appreciate agriculture and local farming, and apply what they have learned. Students and staff greatly appreciate the Agriculture Leadership classes as well as the Future Farmers of America (“FFA”) chapter for dedicating their time and energy to teaching our students lessons from dairy to farming and harvesting. Our focus on agriculture has also led to positive partnerships to other professionals in the field. Our focus on student engagement in the garden has led to a partnership with biologists who are leading walks throughout the surrounding ecological environments.

Our staff is committed to implementation of the Common Core State Standards (“CCSS”) in English Language Arts (“ELA”) and mathematics, the Next Generation Science Standards (“NGSS”) the English Language Development (“ELD”) standards, the History-Social Science Framework, and other state standards (collectively “State Standards”), and has focused its staff ~~development~~ ensuring development ensuring that students find academic success. DECS staff and parents know that student data drives the Charter School’s decision making, while the Charter School maintains the humanistic goal of knowing every child by name and ensuring each student finds increased levels of success. Our professional development has been geared to ensure that all staff receive the support and guidance needed for this critical transition.

Delta Elementary Charter is proud to be located within the River Delta Unified School District (“RDUSD” or the “District”) boundaries. DECS families understand the importance of this partnership, and we are seeing far greater numbers of our students transitioning to the Clarksburg Middle School. The capacity for staff cross-utilization is remarkable. The teachers and students in the high school Agriculture Program have been instrumental to our focus on local farming. The concept of a true K-12 partnership is becoming a reality that this school community greatly appreciates.

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AFFIRMATIONS AND DECLARATIONS

As the authorized petitioners, we, the River Charter Schools Board of Directors (the “Board” or “Board of Directors”), hereby certify that the information submitted in this petition for a California public charter school named Delta Elementary Charter, operated by River Charter Schools, and located within the boundaries of the River Delta Unified School District is true to the best of our knowledge and belief; we also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, we understand that if awarded a charter renewal, the Charter School will continue to follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605 and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(~~de~~)(1)]
- River Charter Schools declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(~~cb~~)(6)]
- The Charter School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(~~ed~~)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(~~ed~~)(1)]
- The Charter School shall admit all students who wish to attend the Charter School unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing process to determine admission. Except as required by Education Code Section 47605(~~ed~~)(2), admission to the Charter School shall not be determined according to the place of residence of the student or ~~his or her~~that student’s parent or legal guardians within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(~~ed~~)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(~~ed~~)(2)(C). [Ref. Education Code Section 47605(~~ed~~)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(~~ed~~)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title

II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the Charter School and are subject to periodic inspection by the District. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. The Charter School shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. Education Code Section 47605(l) and 47605.4(a)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D)
- If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(~~ed~~)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or require a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to

another school for any reason; and (D) providing a copy of the California Department of Education (“CDE”) notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605(~~de~~)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Section 47605-47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Section 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1.
- The Charter School shall comply with the Political Reform Act.
- The Charter School shall meet or exceed the legal required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]

INTRODUCTION

Delta Elementary Charter is a site-based, traditional-calendar charter school serving students in Transitional Kindergarten (“TK”) through sixth grade. The Charter School provides a family oriented, community-based, intimate-learning environment that is devoted to the academic, social, linguistic, and personal success of each child. The Charter School has the primary objective of enabling its students to become self-motivated, competent, and lifelong learners.

GOALS FOR THE CHARTER SCHOOL

- Delta Elementary Charter will attack the ethnic and socioeconomic achievement gap to enable students to become self-motivated, competent, and lifelong learners who are prepared for a lifetime of opportunities and change.
- Delta Elementary Charter will continue to provide personal growth and development opportunities in the areas of: intellectual development, social development, physical and emotional health, technological knowledge and skills, service to the local community, creative talents in the creative and performing arts, and will continue to nurture a student-centered learning environment.
- Delta Elementary Charter shall provide a diverse, student-centered learning environment that focuses on student achievement on an individual basis so that every student can reach his/her optimum academic performance level.
- Delta Elementary Charter’s educational program is based on the State Standards within an educational experience that will also include technology, fine arts, athletics, and project-based learning to support the intellectual, social, physical, and emotional development of students in the 21st Century.
- Delta Elementary Charter integrates the components of local agribusiness into curriculum and technological innovation and mastery as part of the core academic program. Delta Elementary Charter will create local partnerships that value local businesses and farmers.
- Delta Elementary Charter will provide multiple opportunities for cross-cultural understandings.

CHARTER RENEWAL CRITERIA

Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(a)(1)

Charter petitions must satisfy at least three requirements to be renewed:

1. Education Code Section 47607(a)(3)(A) states: “The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the

charter school as the most important factor in determining whether to grant a charter renewal.”

Such increases are documented below.

AND

2. Education Code Section 52052(f) states: “For purposes of paragraphs (1) to (3), inclusive, of subdivision (b) of Section 47607, alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among numerically significant pupil subgroups shall be used.”

The alternative measures that show increases at the Charter School are documented below.

OR

3. Education Code Section 47607(b)(4) states: “The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.”

This determination, which requires a comparison to other public schools, is documented below.

AND

4. Title 5, California Code of Regulations Section 11966.4(b)(1) states: “When considering a petition for renewal, the district board of education shall consider the past performance of the school's academics, finances, and operation in evaluating the likelihood of future success, along with future plans for improvement, if any.”

This requirement is met through the documentation presented in the charter renewal petition and appendices.

The following shall serve as documentation confirming that the Charter School meets the statutory criteria required for renewal as set forth in Education Code Sections 47607(a)(3)(A), 52052(f), and 47607(b)(4) (Also see Appendix A: Ed-Data CAASPP Reports):

Analysis of Delta Elementary Charter School Data (Education Code Section 52052(f))

Delta Elementary Charter School California Assessment of Student Performance and Progress (“CAASPP”) Scores, 2015-2018: Percentage of Students Meeting or Exceeding Standards

Demographic	Assessment	2015	2016	2017	2018
Schoolwide	ELA	43%	51%	51.84%	48.56%

	Math	38%	42%	43.68%	42.39%
White	ELA	51%	58%	57.02%	52.90%
	Math	42%	50%	50.88%	49.59%
Hispanic or Latino	ELA	30%	41%	42.16%	42.27%
	Math	30%	36%	34.31%	35.05%
Economically Disadvantaged	ELA	31%	31%	35.00%	30.55%
	Math	26%	25%	31.25%	27.78%
Students with Disabilities	ELA	8%	19%	23.33%	11.34%
	Math	16%	16%	20.00%	7.70%
English Learner	ELA	18%	17%	10.71%	17.39%
	Math	22%	16%	10.71%	17.39%

Analysis of Comparison Schools Data Elementary Charter School (Education Code Section 47607(b)(4))

Comparison Schools That Delta Elementary Charter School Students Would Otherwise Be Required to Attend

School	Schoolwide Assessment	2015	2016	2017	2018
Bates Elementary	ELA	37%	34%	37.93%	38.46%
	Math	27%	27%	25.29%	25.65%
Isleton Elementary	ELA	42%	57%	61.53%	67.40%
	Math	34%	46%	53.84%	57.61%
Bridgeway	ELA	63%	64%	65.37%	71.33%
	Math	52%	54%	51.16%	55.78%
Southport	ELA	39%	54%	52.06%	59.74%
	Math	31%	42%	37.50%	40.45%

Comparison Schools That Are Demographically Similar in the District

School	Schoolwide Assessment	2015	2016	2017	2018
Bates Elementary	ELA	37%	34%	37.93%	38.46%
	Math	27%	28%	25.29%	25.64%
D.H. White Elementary	ELA	44%	33%	30.99%	41.40%
	Math	36%	26%	31.58%	31.02%
Isleton Elementary	ELA	42%	57%	61.54%	67.40%
	Math	34%	46%	53.85%	57.61%
Walnut Grove Elementary	ELA	34%	44%	31.51%	50.62%
	Math	27%	35%	30.14%	35.80%

I. EDUCATIONAL PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. —Education Code Section 47605(c)(5)(A)(i).

Governing Law: The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(c)(5)(A)(ii).

MISSION

The Mission of River Charter Schools, a leading center of educational innovation, is to grow leaders and scholars, ignite a love of learning and equip each student with the knowledge, skills, character, and social-emotional well-being to thrive and contribute to an evolving and increasingly-connected world, through schools which:

- Promote belonging for all members of our collaborative school communities
- Transform teaching, learning, and operations in our continuing pursuit of excellence
- Are filled with teams of talented, well trained, adequately supported and caring staff
- Are connected with communities of volunteers, parents and businesspeople to empower students and teachers through partnerships and positive relationships
- Rely upon responsible fiscal planning.

The Mission of Delta Elementary Charter School in Clarksburg is to provide a family-oriented, community-based intimate learning environment that is devoted to the academic, social, linguistic, and personal success of each child.

VISION

The petitioners for the Charter School renewal seek to capitalize on one of the last true small communities in Yolo County and surrounding counties. They are committed to building a collaborative learning community of parents, teachers, community members, farmers and students, all dedicated toward the goal of increasing pupil achievement at Delta Elementary Charter, a special place to learn.

THE CHARTER SCHOOL’S STUDENT BODY

Delta Elementary Charter’s educational program has been developed to provide expanded educational choice and opportunities for families in Clarksburg and surrounding communities. The Charter School will strive to enroll a student body that is reflective of the general population residing

within the territorial jurisdiction of the District. The Charter School offers a school setting that reflects the community’s desire to have access to a rigorous academic program that includes visual and performing arts, technology, athletics, and agriculture. The Charter School will continue to focus on parent and community involvement, reach out to all stakeholders, and ensure that the educational needs of all students are being met.

The Charter School serves students whose families have an interest in and a commitment to the Charter School’s joint philosophy and vision.

The Charter School shall be nonsectarian in its admissions policies, employment practices, and all other operations. The Charter School shall not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). The Founders believe that the personal attention and quality of the Charter School’s academic program can greatly benefit all students, regardless of their educational history.

Ethnicity	Percentage
African American	2.2%
American Indian/Alaskan Native	1.0%
Asian	0.7%
Filipino	0.5%
Latino or Hispanic	39.2%
Pacific Islander	0.2%
White	44.3%
Multiple or no Response	11.9%
Sub-Group	
Free and Reduced Price Meals participants	29.3%
English Learners	12.3%
Students with Disabilities	10.3%
Parent Educational Level	Data Not Publicly Available
Not a High School Graduate	3.8%
High School Graduate	18.8%
Some College	36.7%
College Graduate	25.3%
Graduate School	4.83%

Source: California Department of Education October 29, 2019

FACULTY/STAFF

All ~~core~~ teachers will hold ~~the~~ Commission on Teacher Credentialing certificate, permit, or other document ~~equivalent to that which a teacher in a non-charter public school would be required for~~

the teacher’s certificated assignment, to hold in accordance with Education Code Section 47605(1). Teachers will be responsible for carrying out the Charter School’s educational program, teaching the core academic classes, overseeing students’ academic progress, and monitoring assessment.

All staff members (classified and certificated) will receive extensive training on goals and vision of the Charter School to ensure a strong commitment/fit.

ACADEMIC CALENDAR

The following represents an example of the Charter School’s school calendar.

Sample Calendar (For Reference only – specific dates will change annually)	
Summer Professional Development	August 1-6
First Day of Instruction	August 7
Veterans’ Day	November 11
Thanksgiving Break	November 25-29
Winter Recess	December 23-January 10
MLK Holiday	January 20
Presidents’ Day	February 10 and 17
Spring Recess	April 6 - 13
Memorial Day	May 25
Last Day of Instruction	June 5

Instructional Days: 180 scheduled, minimum, 175

Pupil Free professional development Days: minimum, 4

DAILY INSTRUCTIONAL MINUTES

Currently, the school day begins at 8:30 a.m. and concludes at 3:15 p.m. Each day will include a 35-minute lunch period and a 15-minute break. The times may be adjusted to align with District school schedules. The total number of offered daily instructional minutes under this schedule is 355 minutes for a total of 62,125 minutes per 175-day minimum school year, which exceeds the state requirement of instructional minutes for all grade levels offered at DECS pursuant to Education Code Section 47612.5(a).

AN “EDUCATED PERSON” IN THE 21ST CENTURY

The Charter School will endeavor to enable its students to receive educational experiences that will prepare them for high school, college, leadership, and life. The Charter School shall matriculate students with the skills and attributes that are critical for all 21st Century learners.

To be a well-educated person of the 21st Century, one needs

- To think creatively and critically, to have problem-solving skills, and to develop learning and reasoning skills to prepare for lifelong learning
- To be able to set short- and long-term goals
- To have a deep understanding of the humanities, sciences, and arts
- To be capable of using technology as a tool in the pursuit of continued learning
- To be an exceptional communicator in many forms of communication
- To possess the attributes of responsibility, citizenship, sociability, diligence, civility, integrity, and honesty

The attributes of an educated person in the 21st Century include:

- Literacy and appreciation of the arts, science, mathematics, and history
- Understanding the scientific and mathematical processes
- Ability to gather and organize information and critically assess data
- Ability to think critically, analytically, creatively, and logically
- Ability to communicate complex ideas
- Ability to work with people of various backgrounds

HOW LEARNING BEST OCCURS

Learning best occurs in a student-centered environment where the teachers involve and challenge the students with issues that the students regard as important and meaningful. The Charter School will provide:

- A safe and nurturing environment.
- An environment where diversity is celebrated: An educational environment that builds on student strengths through enrichment activities, independent research, problem solving, critical thinking, music, art, science, and technology.
- A community that treats all youth as gifted and talented by offering an accelerated and academically rich curriculum to all students.
- An educational experience that prepares pupils for successful learning opportunities and prepares them for successful college and/or careers.
- A haven where students can build sustained and caring relationships with their fellow students, teachers, and community members.
- An environment where all Charter School community members (students, teachers, parents, community volunteers, and administration) collaborate to achieve the Charter School vision by sharing the responsibility and decision making for curriculum, instructional strategies, and school organization.
- Thematic programs that support tiered instruction and activities that allow for multi-disciplinary learning coupled with alternative responses and solutions.

Learning will best occur when:

- Focus is placed on individual personalized learning, which can provide flexibility for the students to pursue their intellectual interests.

- Parents are actively involved as participants in support of their child’s education.
- Community volunteers are actively engaged in the education and development of youth in their community.
- Students, teachers, and parents understand the metrics for success and share high expectations for success.
- Students receive tiered instruction and are involved in activities that allow for alternative solutions.
- Teaching methodologies encourage students to think creatively and critically.
- Technology is integrated into the curriculum as a tool to help students achieve academic success.

SCHOOL WIDE BEHAVIOR

One of the foremost advances in schoolwide discipline is the emphasis on Positive Behavioral Interventions and Supports (“PBIS”) which includes proactive strategies for defining, teaching, and supporting appropriate student behaviors to create positive school environments. Instead of using a piecemeal approach of individual behavioral management plans, a continuum of positive behavior support for all students within the Charter School is implemented in areas including the classroom and non-classroom settings (such as hallways, buses, and restrooms). PBIS is an application of a behaviorally-based systems approach to enhance the capacity of schools, families, and communities to design effective environments that improve the link between research-validated practices and the environments in which teaching and learning occurs. Attention is focused on creating and sustaining Tier 1 supports (universal), Tier 2 supports (targeted group), and Tier 3 supports (individual) systems of support that improve lifestyle results (personal, health, social, family, work, recreation) for all children and youth by making targeted behaviors less effective, efficient, and relevant, and desired behavior more functional

METHODS OF INSTRUCTION

The Charter School shall provide a small learning environment and contribute to educational reform by providing Standards-based instruction. The Charter School intends to provide each student with powerful learning experiences that are differentiated to meet individual student needs. Mentoring of students by staff as well as fellow students at the Charter School will foster positive learning experiences, further develop the community, and diminish the need for remediation.

A combination of small- and large-group instruction will be used to deliver the curriculum with one-on-one help, including mentoring assistance for those who are in need of additional enrichment. The Founders believe that this approach to learning will provide powerful learning experiences for all students within the Charter School.

Delta Elementary Charter will work to:

- Create small communities of learning where stable, close, mutually respectful relationships with adults and peers are considered fundamental for intellectual development and personal growth; and

- Teach a core academic program that utilizes research-based instructional practices and promotes artistic, scientific, and mathematical literacy, as well as critical thinking and reasoning.

The following key elements, together, comprise the Charter School’s approach to instruction:

- State Standards-based instruction
- Project-based learning (“PBL”)
- High quality professional development
- Integration of technology
- Art and Music

The Charter School understands the importance of using research-based instructional practices to promote student achievement. In order to address how learning best occurs, faculty will be trained to: (1) design State Standards-based instruction (using the principles of backward design); (2) align appropriate assessments to the standards; and (3) implement project-based instructional activities that are aligned to standards and reflect research-based best practices, as detailed in the Buck Institute’s *Project Based Learning Handbook*. Teachers will also design instruction that incorporates strategies detailed in *Classroom Instruction That Works*, by Marzano, Pickering, and Pollock. The following provides a detailed description of the State Standards-based instructional design process that the Charter School follows.

The method, known as “backward design,” is an instructional design method with a strong research base currently being employed in reform efforts across the nation. Originally published in *Understanding by Design*, by Grant Wiggins and Jay McTighe, this process of instructional planning provides teachers with a method for aligning State Standards, assessment, and instruction. This process is one in which teachers start with the desired results (goals or State Standards) – and then derive the curriculum from the evidence of learning (performances) called for by the State Standard and the teaching needed to equip students to perform. There are three distinct stages of this process that the Charter School will use. The three stages are as follows:

Stage 1: Unpacking and Prioritizing State Standards:

Teachers and administrators will apply specific tools necessary to “unpack” and prioritize State Standards. This is a necessary prerequisite step to design effective assessments that are aligned to the State Standards. Specifically, teachers will:

- Understand the three steps of the backward design process (identifying desired results, designing and aligning assessments to those results, differentiating instruction to meet the needs of all learners).
- Apply a concrete process for analyzing standards which helps teachers internalize the State Standards as well as determine the following information:
 - Level of thinking (based on Bloom’s Taxonomy) required by students to reach mastery of the State standard (this will be tied to creating assessments).

- Percentage of questions from the Smarter Balanced Assessment Consortium that relate to each strand of the State Standards. Value added assessments to be utilized to measure student growth.
- Identification of State Standards that will serve as “anchors” upon which units can be based. Other State Standards are tied to these “anchor” standards within each unit designed by teachers (this will be tied to creating assessments for units as well as individual lessons within the unit).

Teachers in each of the content areas, including physical education and visual and performing arts, will use State Standards as part of this process.

Stage 2: Aligning Assessments (formative and summative) to State Standards

Teachers will design effective assessments that are aligned to State Standards and provide an accurate measure of a student’s ability to engage in the level of thinking that is required by each State Standard.

Specifically, teachers will:

- Use of Evaluation rubrics: goals and objectives to measure teachers’ effectiveness as related to student achievement
- Targets to be met to demonstrate progress (rubric scores)
- Insight Core Framework
- Identify four overarching assessment methods (selected response, constructed response, performance assessment, and personal communication) from which to choose when designing State Standards-based assessments (both formative and summative).
- Analyze State Standards to determine the “achievement target” embedded within each State Standard (achievement targets are the link between State Standards and assessment).
- Match an appropriate assessment method to each State Standard.
- Establish and articulate clear criteria for reaching proficient performance on State Standards.

Stage 3: Differentiating Instruction to Meet the Needs of All Learners

Teachers will design innovative instructional strategies by:

- Differentiating the content, process, and products delivered to students in order to provide equal access to State Standards-based education for all learners (including English Learners (“ELs”) and students with special needs)
- Writing effective State Standards-based lesson plans
- Exploring how all learners (including ELs and special needs students) vary in their readiness, interests, and learning profiles
- Using a repertoire of research-based instructional strategies proven to increase student achievement in a State Standards-based system (e.g., latest research from Marzano, Pickering, Pollock, Schmoker, Tomlinson, Buck Institute for Education (“BIE”), Insight Education Group)

- All coursework will involve a rich repertoire of instructional strategies, curriculum, and materials. Many of the sample instructional strategies listed below incorporate one or more of the nine research-based strategies proven to have a positive effect on student learning, as described in *Classroom Instruction That Works*.
- Sample instructional strategies will include:
 - Use of Insight Core Framework to measure lesson delivery effectiveness
 - Project-based learning and other ways of experiencing real-world problems
 - Collaborative investigations and demonstrations
 - Mini-lessons that address specific skills within the context of larger projects
 - Guidance and adequate time to self-reflect and self-assess
 - Democratic classrooms and school structure
 - Authentic assessments
 - Direct instruction
 - Research-based projects
 - Cooperative group work and projects
 - Interdisciplinary approaches to curriculum
 - Presentation of clearly defined “learning targets” for all students by all teachers
 - Rubric designed for self-assessment (Teacher Assessment System: (“TAS”))
 - Involvement of community members and educational partners in instructional presentations
 - Mentoring program
 - Peer study groups
 - Creation of learning experiences that promote understanding, interest, and excellence
 - Innovation and enhancement of current State Standards-based adopted programs

As a result of implementing and using this process, educational objectives become the criteria by which materials are selected, content is outlined, instructional procedures are developed, and tests and examinations are prepared. Teachers will use the process on a continual basis to evaluate the effectiveness of materials and instructional strategies used in their classrooms. Thus, the process will serve as the vehicle for ongoing conversations among grade levels and departments at the Charter School. Specifically, all teachers will be charged with the responsibility of meeting weekly, as a staff, to engage in lesson study and the examination of student work in order to critically examine lessons to determine their effectiveness.

As demonstrated by the sample interdisciplinary State Standards-based units found in the curricular section of this charter, the backward design process enables teachers to design and deliver comprehensive standards-based lessons in which multiple State Standards from across the content areas are effectively addressed and assessed.

PROJECT-BASED LEARNING

A key instructional approach to meeting a variety of student needs is standards-based project-based learning. State Standards-focused PBL is a “*systematic teaching method that engages students in learning knowledge and skills through an extended inquiry process structured around complex,*

authentic questions and carefully designed products and tasks.” Research shows that students engaged in PBL “*construct solutions, thus shifting the emphasis [from the product] toward the process of learning*” (Buck Institute for Education, 2004, <http://www.bie.org/>).

Project Based Learning is a teaching method in which students gain knowledge and skills by working for an extended period of time to investigate and respond to a complex question, problem, or challenge. Essential Elements of PBL include:

- Significant Content - At its core, the project is focused on teaching students important knowledge and skills, derived from State Standards and key concepts at the heart of academic subjects.
- 21st century competencies - Students build competencies valuable for today’s world, such as problem solving, critical thinking, collaboration, communication, and creativity/innovation, which are explicitly taught and assessed.
- In-Depth Inquiry - Students are engaged in an extended, rigorous process of asking questions, using resources, and developing answers.
- Driving Question - Project work is focused by an open-ended question that students understand and find intriguing, which captures their task or frames their exploration.
- Need to Know - Students see the need to gain knowledge, understand concepts, and apply skills in order to answer the Driving Question and create project products, beginning with an Entry Event that generates interest and curiosity.
- Voice and Choice - Students are allowed to make some choices about the products to be created, how they work, and how they use their time, guided by the teacher and depending on age level and PBL experience.
- Critique and Revision - The project includes processes for students to give and receive feedback on the quality of their work, leading them to make revisions or conduct further inquiry.
- Public Audience - Students present their work to other people, beyond their classmates and teacher.

Brain-based research conducted by Kotulak (1996) and Kuhl (1994) has shown that human beings learn most what is most meaningful to them. Conversely, new material for which there is no connection is discarded. If an emotional connection is made during learning, the material learned is reinforced. Furthermore, a recent review of research on project-based learning (Thomas, 2000) suggests that PBL is a teaching method that may be particularly well adapted to disadvantaged youth, such as the ones who will be served at Delta Elementary Charter. According to this research, PBL makes the content areas more relevant and meaningful to disaffected youth, while enhancing the *quality* of student learning and the development of self-directed learners. The same review also proves that PBL does enhance professionalism and collaboration among educators.

All project-based units will reflect the principles of backward design – the project content and processes will be framed by an essential question that is aligned to State Standards. Each project will be anchored by an enduring understanding standard or big idea that teachers have identified within the State Standards. Enduring understanding standards generally require high levels of critical thinking (analysis, synthesis, and evaluation on Bloom’s Taxonomy) and also require a performance

assessment to adequately assess student mastery of such standards. Therefore, project-based learning provides a successful vehicle through which students can demonstrate their mastery of big ideas that reside at the heart of State Standards. Along with the enduring understanding standard that anchors each project, teachers will identify State Standards that represent discrete skills or isolated pieces of knowledge that support the enduring understanding or big idea. Students will address these State Standards in relation to the big idea, which will enable students to see the connections between isolated facts or discrete skills and the big idea. This approach to curricular design and delivery is solidly grounded within the backward-design approach to curricular planning and provides for a meaningful comprehensive way in which to promote mastery of State Standards.

Students will continue to be assessed for their mastery of State Standards, as well as their ability to solve problems individually and in cooperative groups. Project design will continue to incorporate rigorous and complex problems that require students to understand the relationships between concepts from different disciplines. All projects will continue to culminate in a tangible product and often a public exhibition of the students' work. Furthermore, all projects will continue to reflect the "6 A's" of high quality PBL:

- Authenticity
- Academic rigor
- Applied learning
- Active exploration
- Adult relationships
- Assessment

HIGH-QUALITY PROFESSIONAL DEVELOPMENT

Although not explicitly a method of construction, a key component of the Charter School's approach is to continually work with our staff to ensure the teaching staff are constantly improving in their instructional delivery and content mastery. One of the most successful ways to accomplish this high-quality professional development ("PD") is to ensure that teachers and administration, work in a collaborative environment, with extensive opportunities for improvement and self-reflection. The educational program is designed to allow teachers the opportunity to work collaboratively throughout the entire educational process, from planning their lessons, daily instruction, as well as periods of reflection. The weekly calendar allows for grade level teams to work collaboratively as well as the entire staff to share best practices.

Professional Development will be focused on specific best practices around CCSS implementation.

PD will focus on the five core practices as outlined through the Insight Education Group research:

1. Know the discipline well
2. Prioritize evidence over opinion
3. Grow and Improve students' knowledge base
4. Assess progress towards mastery
5. Promote intellectual risk taking and persistence

INTEGRATION OF TECHNOLOGY

In order for our students to be successful in achieving our goal of all students being an “educated person” in the 21st century, technological mastery is paramount. The tools of technology will be an integral part of all students’ and adults’ lives and should be a key component of DECS student’s educational experience. DECS students will be able to know about and use numerous forms of technology to demonstrate what they know and utilize this technology to learn about the world around them. A key component of our educational program is the use of electronic assessments, including but not limited to Accelerated Reader, as well as computer adaptive formative and summative assessments that are aligned to State Standards.

CURRICULUM

State Standards- aligned curriculum will be used as a tool to ensure students are mastering content areas. Innovative curricular programs will be founded on the research-based approach described in *Understanding by Design* (backward design), and on innovations in project-based learning. By integrating backward design into PBL, teachers are empowered to use creative and authentic instructional methods, while ensuring the coverage of State Standards within the project context. The traditional backward-design process guides teachers through a three-step process: (1) internalization and prioritization of State Standards; (2) differentiated assessment methods aligned to anchor standards and identified learning targets; and (3) innovative, research-based instructional strategies clearly articulating student learning objectives. In a State Standards-based PBL model, the third step is a process of aligning State Standards and assessments to real-world learning applications that take the shape of meaningful, rigorous, and assessable projects.

At Delta Elementary Charter, students are expected to be engaged in the curriculum and learning objectives at all times. Teachers are expected to continuously communicate learning objectives to all students while formatively and summatively assessing for student mastery of all concepts and State Standards. Research clearly suggests that learning best occurs when students are actively engaged in their own learning. This requires that students are involved in conversations about learning objectives, instruction, and assessment.

As part of the curriculum design process, research-based instructional strategies for increasing student achievement will be embedded into the daily culture of the classroom. Teachers will be challenged to examine the three elements of effective pedagogy: instructional strategies, management techniques, and curricular design. Teachers will receive professional development around effective strategies that engage students to ensure active participation and growth in core curricular areas.

THE CORE CURRICULUM

Textbooks and materials will be used along with a variety of supplemental resources aligned to State Standards. The academic core curriculum will include reading and language arts, mathematics, history and social science, and science. “Anchor” standards will define for each subject and grade the most important knowledge that students must acquire and the skills that they must master. Other standards that represent discrete learning skills will be linked to the Anchor Standards (as demonstrated in the sample units above) in order to bring relevance to the standards that represent

isolated skills. Clustering State Standards in this way, prior to choosing curricular resources, will ensure that the Charter School's choice and use of curricular resources are aligned to State Standards. As described in the Common Core State Standards, in Mathematics, the Charter School's students will be able to apply the following:

Standards for Mathematical Practice

- Make sense of problems and persevere in solving them.
 - Find meaning in problems
 - Analyze, predict and plan solution pathways
 - Verify answers
 - Ask themselves the question: "Does this make sense?"
- Reason abstractly and quantitatively.
 - Make sense of quantities and their relationships in problems
 - Create coherent representations of problems
- Construct viable arguments and critique the reasoning of others.
 - Understand and use information to construct arguments
 - Make and explore the truth of conjectures
 - Justify conclusions and respond to arguments of others
- Model with mathematics.
 - Apply mathematics to problems in everyday life
 - Identify quantities in a practical situation
 - Interpret results in the context of the situation and reflect on whether the results make sense
- Use appropriate tools strategically.
 - Consider the available tools when solving problems
 - Are familiar with tools appropriate for their grade or course (pencil and paper, concrete models, ruler, protractor, calculator, spreadsheet, computer programs, digital content located on a website, and other technological tools)
- Be precise.
 - Communicate precisely to others
 - Use clear definitions, state the meaning of symbols and are careful about specifying units of measure and labeling axes
 - Calculate accurately and efficiently
- Look for and make use of structure.
 - Discern patterns and structures
 - Can step back for an overview and shift perspective
 - See complicated things as single objects or as being composed of several objects
- Look for and identify ways to create shortcuts when doing problems.

- When calculations are repeated, look for general methods, patterns and shortcuts
- Be able to evaluate whether an answer makes sense

In Mathematics, students will also be responsible for learning the content and the skills at each grade level of the State Standards. For example, an overview of the Kindergarten mathematics standards is included below.

Grade K Overview | Mathematics

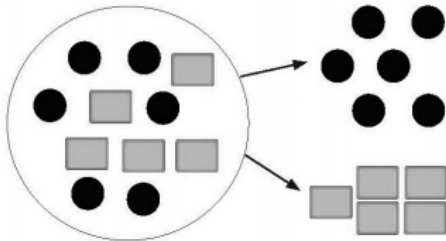
Kindergarten students learn to count to 100 and write numbers to 20. Attention is given to numbers 11-20 where emphasis is placed on tens and ones building a foundation for place value understanding. Beginning addition and subtraction starts in kindergarten. Students sort and classify groups of objects and identify basic shapes.

- Know number names and be able to count to 100
- Write numbers 0 – 20
- Learn about numbers 11-20, with tens and ones
- Count objects to tell the number of things in a group up to 20
- Compare numbers and groups



Which group has more? Which group has less?
Are these groups equal?

- Understand that addition is putting together groups and adding to groups
- Understand that subtraction is taking apart groups and taking from groups
- Fluently add and subtract within 5
- Understand concepts of time (morning, afternoon, evening, etc.)
- Know about the tools that measure time (clock, calendar, etc.)
- Sort objects into groups



Reading and Language Arts

Similarly, for English Language Arts, the Charter School students, will become proficient at all of the adopted Common Core State Standards for ELA.

History and Social Science

Students will understand and apply knowledge in the areas of history, geography, economics, civics, and government, as described in the History-Social Science Framework, to appreciate the interrelationships that exist within our complex 21st Century. They will develop the skills of a historian through research and the use of primary sources.

Science

Students will apply their knowledge of science in the three dimensions of the Next Generation Science Standards (Practices, Crosscutting Concepts, and Disciplinary Core Ideas). There will be a focus on involving deeper understanding and application of content than the often fact-driven State Standards previously adopted by California.

OTHER AREAS OF EMPHASIS IN CURRICULUM

In addition to the core curriculum, the Charter School will also emphasize several other curricular areas in its course of study, including (1) health, especially those elements cited in the State Standards; (2) physical education, as outlined in the *Physical Education Model Content Standards*; (3) visual and performing arts, as spelled out by grade level in the *Visual and Performing Arts Content Standards*; and (4) agricultural science. Although not necessarily designed as separate courses of study, agricultural sciences and language study will be incorporated throughout the curriculum.

UNIQUE ASPECTS OF THE CHARTER SCHOOL'S PROGRAM

Curricular decisions will be approved by the Charter School's Board of Directors. The Charter School's staff shall be encouraged to offer their expertise in selecting appropriate curricular materials.

The courses of study developed for the Charter School will be intellectually demanding, relevant, and taught through an interdisciplinary team-teaching approach. Based on current research on how students learn, this interdisciplinary team-based approach reinforces brain-based learning. It has been demonstrated that students are better able to retain information when curriculum is presented in an integrated setting rather than in isolation.

The Charter School's teachers are encouraged to use an interdisciplinary approach in a State Standards-based system with student-centered learning opportunities. This will be accomplished through the seamless integration of State Standards with project-based learning, as described above. In order to ensure the effective integration of these pedagogical approaches, all staff members shall have a variety of opportunities for professional development, including staff development to enhance

the Charter School's team-based approach to learning. Staff training shall be focused on the academic State Standards, best practices in teaching, and accountability for school-wide goals.

The Charter School will implement a comprehensive model of continuous school improvement, which includes staff professional development as well as personalized coaching to help teachers implement concepts in their classroom in a practical way that meets their needs. The Charter School will encourage teachers to identify the types of professional development that they need in order to fulfill the mission and vision of the Charter School.

Teachers and administrators have received onsite professional development from the McGraw Hill publishers of the State Standards- aligned curriculum. Additional training has been scheduled for the 2019-20 school year to ensure a strong understanding on content and delivery strategies, as well as, understanding the use of assessment tools to modify instruction as needed. Additional professional development will focus on topics that are relevant to the Charter School's mission, such as project-based learning.

Teachers will be encouraged to share with the staff and Charter School Board of Directors the areas where they feel a need for more support and professional development. Peer support teams and informal and/or formal interdisciplinary teams will promote the Charter School as a place for professional and personal growth for every staff member, as well as a place for learning for every student.

Technology will be available for all students as an integral part of the curriculum, staff members will be adequately trained in the use of computers and tablets and their application to curricular planning and development and for data retrieval and analysis.

The standard for high-quality student work will be enhanced and enabled by excellent teaching within a supportive school culture in which:

Teachers are expected to:

- Demonstrate annual progress on the Charter School's teacher/staff rubric
- Possess demonstrable professional competence; maintain emotional and physically safe learning environments.
- Implement State Standards-based education in all areas of the curriculum.
- Use curricular materials and assessment practices that are aligned with State Standards.
- Provide content and performance standards that are clear, including required academic performance levels, for all parents and students.
- Assign regular and relevant homework linked to content and performance standards.
- Establish the development of literacy as a high priority.
- Utilize support personnel, including parent and community volunteers.
- Facilitate student access to human services agencies and to other appropriate organizations.
- Encourage innovation and academic excellence.

Learning opportunities include the following:

- Students will be encouraged to collaborate and work effectively with other students in the TK-6 community.
- Students shall have opportunities to participate in a well-articulated physical fitness and athletics program that will promote lifelong fitness.
- Students shall have opportunities to participate in visual and performing arts programs.
- Students will develop individual goals for high school, post-high school, and career planning.

CHARTER SCHOOL ANNUAL GOALS AND ACTIONS TO ACHIEVE STATE PRIORITIES

Pursuant to Education Code Section 47605(~~cb~~)(5)(A)(ii), the Charter School has developed annual goals to be achieved in the state priorities school wide and for all pupil subgroups, as described in Education Code Section 52060(~~d~~)(2)-(8), and specific annual actions to achieve those goals. The Charter School annually revises its goals during the process of adopting the Local Control and Accountability Plan (“LCAP”). The 2019-20 LCAP is included in this document in Appendix E, and the current LCAP is on file with the District.

PLANS FOR STUDENTS WHO ACHIEVE BELOW OR ABOVE GRADE LEVEL

It is the primary goal of the Charter School to have a student body meeting or exceeding State Standards on all achievement tests. Establishing a comprehensive intervention system is a critical component of a sound educational program. It is the intention of the Charter School to implement academic support structures for students and their identified needs. There are two particular groups of students who need strategically differentiated intervention/enrichment programs. First, students who do not meet their progression towards proficiency in English language arts, English language development, and mathematics, and need intervention programs. Second, students who are achieving above grade level will also benefit from enrichment programs, which will be a regular part of their daily curricular experience.

The Charter School promotes success for all students. The Charter School believes all students can achieve high results, regardless of their strengths, weaknesses, and life experiences, and therefore, should be offered opportunities to engage in a rigorous curriculum.

STUDENTS ACHIEVING ABOVE GRADE LEVEL EXPECTATIONS

Students who are achieving above grade level will be provided with opportunities to extend and expand on the State Standards. Teachers will engage students with open ended projects and allow students to work at their individual level to challenge and enhance their experience and produce the best work in accordance with their ability. The Charter School will also provide appropriate reading material to build student awareness and imagination. Understanding and comprehension of reading material will be assessed using the Accelerated Reading program and individual goals set to challenge the student. Students will be identified as achieving above grade level primarily through daily teacher interactions and daily assessments in the classroom. Extension activities through Project-Based Learning opportunities will be provided for accelerated learners.

STUDENTS ACHIEVING BELOW GRADE LEVEL EXPECTATIONS

Students who are not meeting grade level expectations will be provided additional interventions. In order to determine which students are operating below grade level, the Charter School will utilize several techniques. One of the primary ways of identifying these students is through the daily teacher interactions with the student. Teachers are offering daily assessments, checking for understanding regularly and providing students with ample opportunities to demonstrate their mastery of skills. In addition to the teacher identification of those students not meeting grade level expectations, the Charter School will employ a series of regular assessments, beginning early in the school year, to determine the student's performance level. These monthly assessments will be based on items derived from a State Standards item bank, which will provide the teacher with diagnostic information about each student's performance and identify those students in need of extra help. Finally, the Charter School will use the results of the state assessments when identifying those students in need of remediation. Above all, this is a data-driven process, where the teacher and administrator will work together in this identification.

The interventions provided to the students will focus on building and supporting basic reading, writing, and math skills for success in the regular grade level appropriate curriculum. Additionally, the interventions will provide opportunities for students to relearn concepts already presented to them. Students will be identified for intervention, based CAASPP data (students with an achievement result of "Standard Not Met"), diagnostic assessments to be administered by classroom teachers, and any other classroom-based assessment data relevant to student achievement.

STUDENT STUDY TEAM

The Charter School is committed to working with students who are performing below grade level by helping them achieve at expected levels and to those students who are performing above grade level and needing additional challenges. The Charter School will identify students who are performing below or above grade level expectations, or those students otherwise having behavioral issues, and use a Student Study Team ("SST") process to develop a plan to address their individual needs.

The Charter School Response to intervention ("RTI") is a multi-tiered service-delivery model. For students who are not progressing with Tier 1-2 interventions, Tier 3 interventions will be provided. Tier 1 interventions include targeted instruction and flexible grouping and ongoing assessments. Tier 2 interventions are monitored by the Learning Center Coordinator to ensure a more targeted support program. Assistance at tier 3 level may be more frequent, involve smaller group aide or additional time provided to complete tasks. Tier 3 may utilize specific materials or programs that focus on the targeted need. The Charter School's Learning Center Coordinator will monitor and ensure that Tier 3 interventions are provided and will be responsible to monitor progress. A mix of pullout and push in services will be utilized with the goal of fewer classroom pullouts or interruptions. The Learning Center Coordinator will be responsible for monitoring and working with the classroom teacher to ensure that appropriate interventions are being implemented.

An SST uses a systematic problem-solving approach to assist students with concerns that are interfering with success. The SST clarifies problems and concerns; develops strategies and organizes resources; provides a system for school accountability; and serves to assist and counsel the parent,

teacher, and student. An SST is a general education function. All students can benefit from an SST, including, but not limited to, those students achieving below or above grade level expectations and students who have experienced emotional trauma, or have behavioral or language challenges.

Anyone who has a concern for a student can refer that student to the SST for consideration. Anyone who is connected with that student can be included in the SST to provide information to share about the student's strengths, concerns, and strategies that have been used in the past. These people may include, but are not limited to, teachers, parents, counselors, doctors, administrators, social workers, and law enforcement personnel. The meeting is designed to bring out the best in the people involved.

The Charter School's 12 SST meeting steps shall include:

1. Team members introduce themselves and their roles.
2. The purpose and process of the meeting are stated.
3. A timekeeper is appointed.
4. Strengths are identified.
5. Concerns are discussed, clarified, and listed.
6. Pertinent information and currently deployed accommodations are identified.
7. Concerns are synthesized, with one or two chosen for focus.
8. Strategies to deal given concerns are brainstormed.
9. Team chooses best strategies to carry into action.
10. Individuals make commitments to actions.
11. Persons responsible and timelines for actions are recorded.
12. Follow-up date is set. 6-8 weeks

If the concerns continue to exist after an SST plan has been implemented, revisions to the plan may be discussed or, if necessary, a referral for special education or Section 504 assessment might be deemed necessary by the SST. The RCS Special Education team will be requested to assist in formal assessments to determine if district services are required.

PLAN FOR ENGLISH LEARNERS

The Charter School will meet all applicable legal requirements for English Learners, including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents. Teachers will create a plan that ensures that EL's needs are being met on a daily basis. The Charter School's goal is that each student will be reclassified within 5 years.

Home Language Survey

The Charter School will administer the home language survey upon a student's initial enrollment in the Charter School.

English Language Proficiency Assessment

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California (“ELPAC”). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment (“IA”)

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.

- Summative Assessment (“SA”)

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA ~~are paper-pencil~~ assessments are administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

RECLASSIFICATION PROCEDURES

Reclassification procedures provide for multiple criteria in determining whether to classify a pupil as proficient in English, including, but not limited to, all of the following:

- Assessment of language proficiency, using an objective assessment instrument; this includes, but is not limited to, the ELPAC.
- The pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil may evaluate the pupil's mastery of the curriculum.
- Parental opinion and consultation may be sought through a notice to parents or guardians. This includes language reclassification and placement, giving the parents an opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- A comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills. The comparison will be based on the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

STRATEGIES FOR ENGLISH LEARNERS

The instructional design model to be used by the Charter School places a heavy emphasis on differentiating instruction to meet the needs of English Learners based on their academic and language readiness. Through the well-defined professional development plan that accompanies this instructional design model, teachers will be trained on a variety of instructional strategies to be used specifically with English Learners. These strategies include, but are not limited to, the following techniques:

The Guided Language Acquisition Design. GLAD is a model of professional development in the area of language acquisition and literacy. The strategies and model promote English language acquisition, academic achievement and cross-cultural skills. GLAD is an instructional model that develops metacognitive use of high level, academic language and literacy. All teachers will be trained to utilize GLAD strategies, as it relies on teachers implementing specific strategies to enhance the learning environment.

Cooperative Learning. Robert E. Slavin (1995) has shown cooperative learning can be effective for students at all academic levels and learning styles. Other research indicates that cooperative learning can be an "effective vehicle for learning content and learning in a second language"

(Calderon, 2001; Cohen, Lotan, Scarloss, and Arellano, 1999; McGroarty, 1989, as cited in Calderon, 2001, p. 280). Cooperative learning involves student participation in small-group learning activities that promote positive interactions. As Cochran (1989) notes, "Cooperative learning makes sense for teachers who have limited English proficient pupils in their classes because all students are given frequent opportunities to speak and because a spirit of cooperation and friendship is fostered among classmates." Through a shared learning activity, students benefit from observing learning strategies used by their peers. EL students can benefit from face-to-face verbal interactions, which promote communication that is natural and meaningful (Johnson, Johnson & Holubec, 1994; Kagan, 1994). Calderon suggests that "cooperative learning is effective when students have an interesting well-structured task, such as a set of discussion questions around a story they just read, producing a cognitive map of the story, or inventing a puppet show to highlight character traits" (2001, p. 280).

Language Experience Approach (also known as dictated stories). This approach uses students' words to create a text that becomes material for a reading lesson (Carrasquillo & Rodriguez, 2002). Students describe orally a personal experience to a teacher or peer. The teacher or another student writes down the story, using the student's words verbatim. The teacher/student then reads the story back as it was written, while the student follows along. Then the student reads the story aloud or silently. Other follow-up activities can be done with this approach. In this way, students learn how their language is encoded as they watch it written down, building sight word knowledge and fluency as they use their own familiar language. This approach allows students to bring their personal experiences into the classroom—especially important for culturally diverse students (Peterson, Caverly, Nicholson, O'Neal, & Cusenbary, 2000).

Dialogue Journals (also known as interactive journals). This approach is a way for teachers to engage students in writing. Students write in a journal, and the teacher writes back regularly, responding to questions, asking questions, making comments, or introducing new topics. Here the teacher does not evaluate what is written, but models correct language and provides a nonthreatening opportunity for EL students to communicate in writing with someone proficient in English, and to receive some feedback (Peyton, 2000; Reid, 1997). Reid's literature review and her action research project show dialogue journaling with a teacher to be beneficial in improving spelling and fluency.

Academic Language Scaffolding. The term "scaffolding" is used to describe the step-by-step process of building students' abilities to complete tasks on their own (Gibbons, 2002). Academic language scaffolding draws on Cummins's research in cognitive academic language proficiency (Chamot & O'Malley, 1994; Cummins, 1981). Scaffolding actually consists of several linked strategies, including modeling academic language; contextualizing academic language using visuals, gestures, and demonstrations; and using hands-on learning activities that involve academic language. These strategies are a central part of sheltered instructional methods but can be used in any classroom context. (See Gibbons [2002] for specific scaffolding strategies.)

Native Language Support. Whenever possible, EL students should be provided with academic support in their native language (Thomas & Collier, 2002). Even in English-only classrooms, and even when an instructor is not fluent in a student's language, this can still be done in a number of ways. According to Lucas and Katz (1994), a student's native language serves several important functions: it gives students "access to academic content, to classroom activities, and to their own knowledge and experience." In addition, they found that it also "gave teachers a way to show their respect and value for students' languages and cultures; acted as a medium for social interaction and

establishment of rapport; fostered family involvement; and fostered students' development of, knowledge of, and pride in their native languages and cultures."

Monitoring and Evaluation of Program Effectiveness

The evaluation for the program effectiveness for ELs in the Charter School will include:

- Adhere to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring of teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring of student identification and placement.
- Monitoring of parental program choice options.
- Monitoring of availability of adequate resources.
- Teachers will be evaluated yearly using the Insight Core Framework Rubric.

SERVING STUDENTS WITH DISABILITIES

Overview

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act ("ADA"), and the Individuals with Disabilities Education Improvement Act ("IDEA").

The Charter School shall be categorized as an independent local educational agency ("LEA") member of the El Dorado County Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a).

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all of SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act and the ADA. The facilities to be utilized by the school shall be accessible for all students with disabilities.

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A 504 team will be assembled by the Principal or assigned administrator and shall include the parent/guardian, the student (where appropriate), and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records, including academic, social, and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team that will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing, and notice is given in writing to the parents or guardians of the student in their primary language along with the procedural safeguards available to them. If, during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the school's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications, or services that may be necessary.

All 504 team participants, parents, guardians, teachers, and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he or she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students Under the IDEA

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA access to Charter School students, staff, facilities, equipment and records as required by law.

Staffing

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

The Charter School shall arrange and notice the necessary Individualized Education Program (“IEP”) meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student’s progress

as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation

The Charter School shall represent itself at all SELPA meetings.

Funding

The Charter School shall be subject to the allocation plan of the SELPA.

II. MEASURABLE PUPIL OUTCOMES AND

III. ASSESSMENT OF STUDENT PERFORMANCE

Governing Law: The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purpose of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all ~~groups of pupil subgroups~~ served by the charter school, as that term is defined in ~~subparagraph (B) of paragraph (3) of subdivision (a) of Section 4760752052~~. The pupil outcomes shall align with the state priorities, as described in ~~paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060~~, that apply for the grade levels served by the charter school.— Education Code Section 47605(~~cb~~)(5)(B).

Governing Law: The method by which pupil progress in meeting those pupil outcomes is measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. —Education Code Section 47605(~~cb~~)(5)(C).

SCHOOLWIDE OUTCOMES / METHODS OF MEASUREMENT

The Charter School will measure school wide outcomes as required and referenced in its LCAP. In order to best serve our students and community, the Charter School will examine and refine its list of school-wide outcomes annually.

Subject Matter Specific Pupil Outcomes

The State Standards define for each subject and grade the most important knowledge that students must acquire and the skills that they must master. Appropriate grade-level mastery of core academic skills will include, but not be limited to, the following:

Reading and English Language Arts

Students will demonstrate strong reading, writing, speaking and language skills in multiple forms of expression (e.g., written, oral, multimedia, and performing arts) with communication skills appropriate to age, setting, and audience.

Mathematics

Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within number sense and operations, functions and algebra, geometry and measurement, and statistics, data analysis, and probability appropriate to their skill levels.

History and Social Science

Students will understand and apply knowledge in the areas of history, geography, economics, civics, and government to appreciate the interrelationships that exist within our complex 21st Century. They will develop the skills of a historian through research and the use of primary sources.

Science

Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of the sciences. They will develop the skills of a scientist through research and lab opportunities.

Other Areas of Emphasis

In addition to the core curriculum, as noted earlier in Section II of this charter, the Charter School will also emphasize several other curricular areas in the course of studies offered the students from Transitional Kindergarten through grade six. The areas include (1) health and nutrition; (2) physical education and athletics; (3) visual and performing arts; and (4) agricultural science.

OUTCOMES THAT ALIGN WITH STATE PRIORITIES

Pursuant to Education Code Section 47605(c**b**)(5)(B), the Charter School's measurable student outcomes that align with the state priorities and the Charter School's goals and actions to achieve the state priorities, can be found in the Charter School's current LCAP. The 2019-20 LCAP is included in this document in Appendix E, and the current LCAP is on file with the District.

METHODS OF ASSESSMENT AND REPORTING OF DATA

The Charter School shall conduct the required pupil assessments pursuant to Education Code Section 60605 and any other pupil assessments applicable to pupils in non-charter public schools. The Charter School affirms that its methods for measuring pupil outcomes for the State Priorities, as described in its LCAP, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(c**b**)(5)(C).

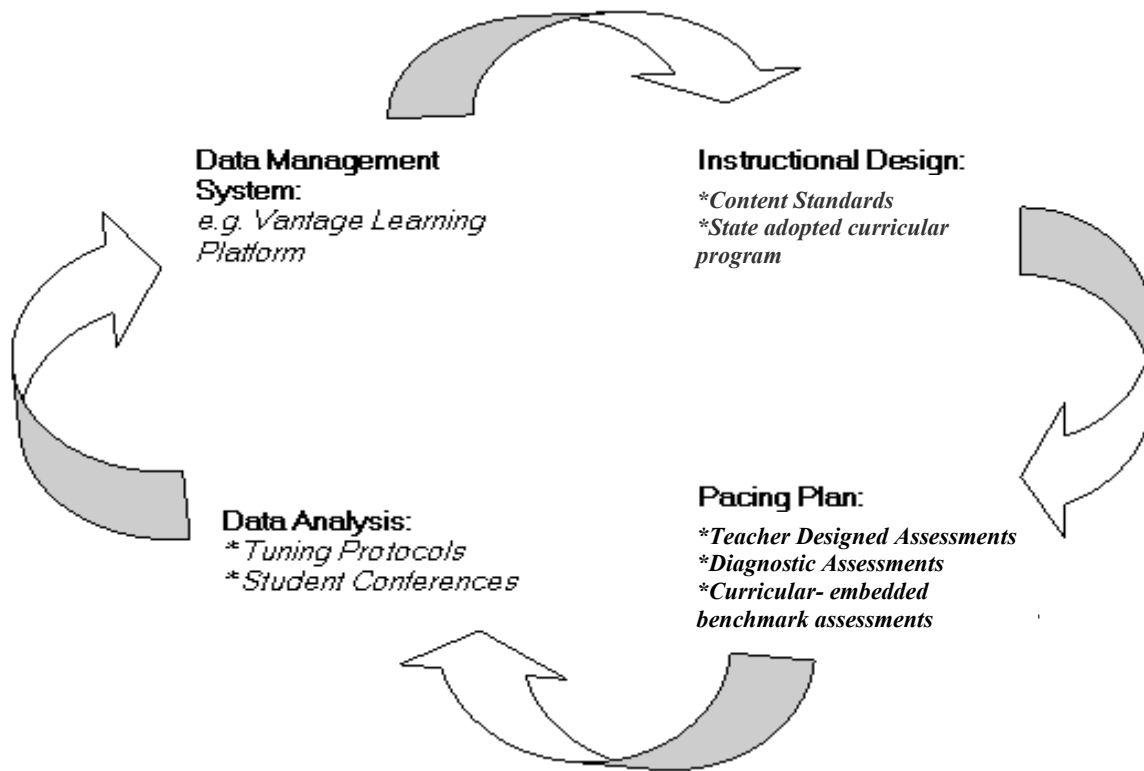
The Charter School is dedicated to documenting student achievement of the State standards each year through state-mandated assessments.

The Charter School will implement a cyclical feedback process to ensure that measurable pupil outcomes are used to inform and guide instruction. Teachers will be trained to work with State Standards and the chosen curricular program(s) to determine pupil outcomes. The Charter School has chosen a curricular program that includes curriculum referenced tests that are aligned to its sequence. These tests, along with other curricular-embedded, nationally normed assessments, and teacher-designed assessments, will be used to assess student mastery of the standards. The Charter School utilizes school-wide pacing plans for each grade level that identify when each State Standard is assessed during the course of the year.

The Charter School will compile and disaggregate assessment data (by student subgroup) and create a variety of instructive data reports. These reports will be used by teachers and other staff to

collectively analyze student performance and modify instruction as needed. Using this data staff will review student performance by subgroup and grade level. The Charter School will also employ a strategy of quarterly assessments in each grade. The results of these assessments will be aggregated and shared with the teachers, administrators to determine the best strategy for maximizing student performance. The Charter School staff, and its governing board, will examine the findings and plan to make appropriate adjustments to ensure the success of all students in the Charter School.

Teachers will meet weekly as an entire staff with the administration and the leadership team. During these weekly collaborative meetings, teachers will apply tuning protocols; use student data conferences and other data analysis processes to identify students’ academic strengths and weaknesses; and use that information to guide their instructional design. The Principal will monitor the use of data to drive instruction.



The data analysis process will also help the Charter School staff determine which students are in need of intervention (remedial instruction) or enrichment. Students in need of intervention services who are performing two or more levels below their actual grade level (as indicated by diagnostic assessments and/or curricular-embedded assessments) and those students who are not meeting State Standards in any subject area on the state mandated testing will receive interventions, as discussed above, including, but not limited to, instruction in one of the CDE-adopted reading and/or math intervention programs (e.g., *Read 180, McDougall Littell*).

Student progress shall be measured through varied and diverse methods, which include, unit tests, and standardized tests as well as through ongoing “authentic assessment” methods, such as demonstrations, performances, and exhibitions.

Students will also be measured in non-curricular areas, such as class attendance and discipline, to ensure that they are meeting their social responsibilities. The Charter School believes that students develop important life skills when they are held responsible for both performance and conduct.

The Charter School will centrally manage scores from assessments and other meaningful quantifiable data so that students' progress within particular subjects and across all subjects and areas of interest can be monitored. The Charter School will provide the students and teachers this progress data so that the Charter School staff, students, and parents can track individual student performance throughout the student's career at the Charter School.

Teachers and students shall be able to critically analyze student data, identify strengths and opportunity areas, develop individualized learning plans, and define goals for the students. Goals would be jointly set by teachers and students, and student progress will be tracked and discussed with both students and parents on a regular basis. Parent participation will be essential in setting up these individual student educational contracts and in managing the students as they successfully progress through their goals and objectives. This information will be used to identify areas of student, teacher, and program level improvement within the Charter School's program. The Charter School will encourage active participation by parents in their child's learning. The Charter School will provide extensive opportunities for parents to provide their time and assistance in the classroom and on school grounds. Additionally, the Charter School will work with parent groups established at the school to maximize the home to school connection.

Additional assistance will be offered to those students who need extra help in reaching their academic and personal goals. Examples include peer tutoring, parent or community volunteer assistance, after-school mentoring programs, and educating parents on how they can help at home.

State-Standards-based report cards will be utilized for both progress reports and end of term grading to communicate student performance with parents.

PERFORMANCE REPORTING

In the fall of each year, the Charter School will provide to the District Board of Education an annual performance report. This report will include the following information:

- Summary data showing student progress toward the goals and outcomes listed above
- A summary of major decisions and policies set forth by the Charter School's Board of Directors during the year
- Data on the parent involvement in the school's governance (and other facets of the school) and summary data from a yearly parent and student satisfaction survey
- Data regarding the number of staff working at the school and their qualifications
- A copy of the school's health and safety policies and any major changes to those policies during the year
- A comprehensive view of the Charter School's admissions practices during the year (This will include information regarding the numbers of students enrolled,

- children on waiting lists, and the students expelled and/or suspended.)
- Analyses of the effectiveness of the Charter School’s internal dispute mechanisms and information regarding the number and resolutions of disputes and complaints
 - Results of a Parent/teacher satisfaction survey
 - Any other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the charter generally

The Charter School and District’s Board of Education will jointly develop any additional content, evaluation criteria, timelines, and processes for the annual performance report. The Charter School will use the data in the performance report to assess and improve upon its educational programming, as deemed necessary.

The above-referenced annual performance report and the state mandated School Accountability Report Card and Local Control Accountability Plan (see below) will be submitted to the District within the timelines agreed upon by the District and the Charter School and made available to the public. The Charter School and District’s Board of Education has developed a visitation process to enable the District to gather information needed to validate the school’s performance and compliance with the terms of this charter. However, the Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records from the district, the Sacramento County Office of Education, and the State Superintendent of Public Instruction.

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Pursuant to Education Code Section 47606.5, the Charter School shall comply with all elements of the Local Control and Accountability Plan pursuant to regulations and a template adopted by the State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the ~~Sacramento~~^{Yolo} ~~Sacramento~~ County Superintendent of Schools annually on or before July 1 of each year as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

IV. Governance Structure

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. —Education Code Section 47605(b)(5)(D).

NONPROFIT PUBLIC BENEFIT CORPORATION

The Charter School will be a directly funded independent charter school operated by River Charter Schools, a California nonprofit public benefit corporation, pursuant to California law.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight, as required by statute, and other contracted services, as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(d), River Delta Unified School District shall not be liable for the debts and obligations of Delta Elementary Charter, operated by a California nonprofit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

Attached, as Appendix B, are the Articles of Incorporation, the Bylaws, and the Conflict of Interest Code of River Charter Schools.

River Charter Schools is a non-profit public benefit corporation that has created a non-profit public benefit supporting organization, Leaders & Scholars, Inc., whose purpose is to operate “exclusively for the benefit of, to perform the functions of, or to carry out the purposes of” River Charter Schools. Further, according to its Bylaws (attached as Appendix F), it is “to direct attention and effort toward providing funding to support the educational purposes of River Charter Schools and the development of other charter schools that may later be formed.” No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. All the board members of Leaders & Scholars, Inc. are appointed by the Board of River Charter Schools and none of the Board members receive compensation.

Leaders & Scholars, Inc. has created Leaders & Scholars, LLC “L&S LLC” and Leaders & Scholars Two, LLC “L&S Two”(see Appendix F for their Operating Agreements) to further its charitable and exempt activities and all property owned by the Companies are irrevocably dedicated to charitable purposes. In keeping with their Operating Agreements, if L&S LLC or L&S Two is dissolved for any reason, all of their assets after paying lawful debts will be distributed to the Sole Member (Leaders & Scholars, Inc.) an organization organized and operated exclusively for charitable purposes and which has established its tax-exempt status under section 501(c)(3) of the Internal Revenue Code. In accordance with Generally Accepted Accounting Principles (“GAAP”), the financial statements of both RCS charter schools are consolidated together in the River Charter Schools’ audit and financial statements. The audited statements provided to the District always have contained, and will continue to contain, both a profit and loss statement and a balance sheet that shows DECS broken out from all other RCS entities. All State required submittals: (1) annual budget; (2) interim budgets; (3) unaudited actual for DECS shall be submitted separately to the

District to enable it to conduct its required oversight. In accordance with GAAP, the financial statements of both Leaders & Scholars, Inc., L&S LLC and L&S Two are consolidated together in River Charter Schools' audit and financial statements. L&S Two holds title to DECS' modular buildings located at 36230 N. School St., Clarksburg, CA which it acquired from DECS at the net book value of those buildings. Payment was in the form of paying off DECS' two bank loans and establishing a fully amortized note payable with DES for the balance. L&S Two leases the buildings to DECS. (See Facilities section of charter for more information.)

BOARD OF DIRECTORS

Delta Elementary Charter is governed by the Board of Directors of River Charter Schools, in accordance with its adopted corporate bylaws, which are consistent with the terms of this charter. The current charter bylaws can be found in Appendix B.

Board's Duties

The Board of Directors of River Charter Schools will meet regularly, at least once a month and in accordance with the Ralph M. Brown Act [and Education Code Section 47604.1\(c\)](#). The Board of Directors is fully responsible for the operation and fiscal affairs of the Charter School, including, but not limited to, the following:

- Hire, supervise, evaluate, discipline, and dismiss the Superintendent of the Charter School:
- Hire, promote, discipline, and dismiss all employees of the charter school after consideration of a recommendation by the Superintendent.
- Approve all contractual agreements.
- Approve and monitor the implementation of general policies of the Charter School. These will include effective human resource policies for career growth and compensation of the staff.
- Approve and monitor the Charter School's annual budget and budget revisions.
- Act as a fiscal agent. This includes the receipt of funds for the operation of the Charter School in accordance with charter school laws and the receipt of grants and donations consistent with the mission of the Charter School.
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices.
- Establish operational committees, as needed.
- Regularly measure progress of both student and staff performance.
- Involve parents and the community in school-related programs.
- Execute all applicable responsibilities provided for in the California Corporations Code.
- Engage in strategic planning.
- Approve the school calendar and schedule of Board meetings.
- Review requests for out-of-state or overnight field trips.
- Participate in the dispute resolution procedure and complaint procedures, when necessary.
- Approve charter amendments, as necessary, and submit material revisions, as necessary, for the District's consideration.
- Approve annual fiscal audit.
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which is not in conflict with the purposes for which schools are established. The Charter School shall comply with the Ralph M. Brown Act.

The Charter School has adopted a Conflict of Interest Code that complies with the Political Reform Act, Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations. The Conflict of Interest Code” is included in Appendix B.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties. Such delegation will:

- Be in writing.
- Specify the entity designated.
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise, and the beginning and ending dates of the delegation.
- Require an affirmative vote of a majority of Board members.

The River Charter Schools’ Board of Directors will attend in-service sessions for the purposes of training Board members on their responsibilities, with topics to include, at a minimum, conflicts of interest and the Ralph M. Brown Act.

The Charter School agrees to maintain a list of Board Members on its website and provide information regarding the relevant qualifications of all persons serving on the Charter School board upon request of the charter authorizer.

CENTRAL OFFICE

Central Office” (“Home Office” in audit documents) is not a physical location but, rather, a classification of personnel and expenditures that are incurred by RCS for the benefit of both charter schools. These expenditures are allocated to the two charter schools based primarily on proportional Average Daily Attendance. Staff positions and benefits classified as Home Office are: Superintendent; Chief Business Officer; Special Education Director; HR Director; Manager of Fiscal Compliance; Budget/Financialsiness Analyst; Data Analyst; and Payroll, Human Resources, and Business Technicians.. Expenditures classified as Home Office include audit fees, legal expense, payroll processing, and bank fees (legal and other direct costs attributable to one school are charged directly to the appropriate charter school). The Home Office may from time to time have a physical location for one or more of its staff.

SUPERINTENDENT

The Superintendent shall be the Chief Executive Officer of the Charter School. He/she is responsible for the effective operation of the Charter School; general administration of all instructional, business or other operations of the Charter School (in coordination with the Charter School's Chief Business Officer); and for advising and making recommendations to the Board with respect to such activities. He/she shall perform all the duties and accept all of the responsibilities required by a Superintendent as prescribed by the Board.

Primary Activities:

- Keep the Board informed of the condition of the Charter School's educational system; assure effective communication between Board and the staff of the Charter School. Relay all communications by the Board regarding personnel to District employees and receive from all school personnel any communications directed to the Board.
- In consultation with the President of the Board, prepare the agenda for Board meetings.
- Prepare and submit recommendations to the Board relative to all matters requiring board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to insure the making of informed decisions.
- Develop and recommend to the Board objectives of the educational system; see to the development of internal objectives which support those of the Board.
- Develop and recommend to the Board long range plans consistent with population trends, cultural needs, and the appropriate use of school facilities and see to the development of long-range plans which are consistent with Board objectives. To be consistent with Local Control and Accountability Plan.
- See to the execution of all decisions of the Board.
- See that sound plans of organization, educational programs and services are developed and maintained for the Board.
- Work with Charter School's CBO to maintain adequate records for the Charter School, including a system of financial accounts, business and property records, personnel records.
- See that appropriate in-service training is conducted as are necessary to carry out the educational programs of the Charter School.
- Recommend to the Board all appointments, discipline or termination of employment of teaching and non-teaching personnel of the Charter School.
- See to the development throughout the Charter School of high standards of performance in educational achievement, use of and development of personnel, public responsibility, and operating efficiency.
- See that effective relations with RDUSD are maintained at the Superintendent and District level. See that relations with the Clarksburg Middle School ("CMS")/Delta High School ("DHS") staff and Principal focus on retaining students in the Clarksburg school system: i.e. DECS to CMS/DHS.
- Establish and maintain liaison with community groups that are interested or involved in the educational programs of the Charter School community.
- Establish and maintain liaison with California Charter Schools Association, County Office of Education, the California Department of Education, Legislature, colleges and universities.
- Directly oversee the work of central office personnel.

- Hold regular meetings with site administrator, Coordinators and Directors to discuss educational problems facing the Charter School.
- Work extensively with CBO on budgets to ensure alignment with Charter School goals.
- Work with CBO on relationships with advisors, consultants, auditors, architects, attorneys and contractors.
- Represent the Charter School before the public, and maintain, through cooperative leadership such a program of public relations as may keep the public informed as to the activities, needs and successes of the Charter School.
- Receive all complaints, comments, concerns and criticisms regarding the operation of the Charter School from the public, employees, students and Board members.
- Approve all major contracts; assist Charter School's CBO in the development of the annual budget to ensure financial success.
- Complete annual Charter School review process.

PRINCIPAL

The Principal reports directly to the Superintendent, and he or she is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School. The Principal will be the leader of the Charter School. The Principal will ensure that the curriculum is implemented in order to maximize student learning experiences.

The Principal is assigned to perform assigned tasks directed from the Superintendent and is required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure that the Charter School enacts its mission.
- Supervise and evaluate teachers and staff.
- Communicate and report to the Superintendent.
- Oversee Charter School finances to ensure financial stability.
- Participate in and develop professional development workshops, as needed.
- Serve or appoint a designee to serve on any committees of the Charter School.
- Interview and recommend employee hiring, promotion, discipline, and/or dismissal.
- Ensure compliance with all applicable state and federal laws and help secure local grants.
- Communicate with parents, recruit new families and students, and assure families of academic growth.
- Take responsible steps to secure full and regular attendance at Charter School of the students enrolled in accordance with policies established by the Board of Directors.
- Complete and submit required documents, as requested or required by the charter and/or District Superintendent or River Charter Schools' Board of Directors.
- Identify the staffing needs of the Charter School and offer staff development, as needed.
- Maintain up-to-date financial records.
- Ensure that appropriate evaluation techniques are used for both students and staff.
- Establish and maintain a system to handle organizational tasks, such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables.
- Hire qualified substitute teachers, as needed.
- Ensure the security of the Charter School buildings.

- Promote and publish the Charter School program in the community and promote positive public relations and interact effectively with media.
- Encourage and support teachers on ongoing professional development.
- Attend meetings with the Charter School’s Chief Business Officer on fiscal oversight issues once monthly or as otherwise agreed upon.
- Provide all necessary financial reports, as required for proper reporting of average daily attendance (“ADA”).
- Develop the Charter School’s annual school accountability report card.
- Manage student discipline, as necessary, and participate in the suspension and expulsion process.
- Participate in special education meetings, as necessary.

The above duties, with the exception of personnel matters, may be delegated or contracted, as approved by the Board of Directors, to a business administrator of the Charter School or other employee, a parent volunteer (only in accordance with student and teacher confidentiality rights), or to a third-party provider.

ENGLISH LEARNER ADVISORY COMMITTEE

The Charter School will maintain an English Learner Advisory Committee (“ELAC”). The ELAC shall be comprised of parents, staff, and community members specifically designated to advise the Charter School on English Learner program services. The Charter School will work with parents of both English Learners and English speaking students in developing and adopting parent involvement strategies and policies.

SCHOOL SITE COUNCIL

The Charter School will maintain a School Site Council (“SSC”). The SSC is an advisory committee that works together to support the Charter School’s growth as a united and innovative Charter School community. The membership of the SSC represents all major stakeholders in order to provide a forum for stakeholder voice and input on Charter School development as it relates to building community, accomplishing goals, and reaching the mission of the Charter School.

PARENT INVOLVEMENT

Parent Teacher Club

The Charter School will maintain a Parent Teacher Club to be responsible for parent involvement in Charter School activities, fundraising, and advising the Charter School Board of Directors on any and all matters related to the strengthening of the Charter School community.

Parent Volunteer Opportunities

In addition to parent/guardian participants on the Board and parent participation on the Parent Teacher Club, parents will be strongly encouraged to contribute 30 hours per family per academic year to the Charter School. The Principal shall maintain a comprehensive list of volunteer opportunities, including, but not limited to, the following: volunteering in the classroom/school

(including at-home assistance); tutoring; attending parent-teacher conferences; attending meetings of the River Charter Schools' Board of Directors (as member or observer), ELAC or SSC, or any applicable parent group functions; participating in the planning of, or attendance at, fundraising or academic/arts events; or taking part in other activities upon approval by the Principal. No child will be excluded from the Charter School or school activities due to the failure of his or her parent or legal guardian to fulfill the encouraged 30 hours of participation. Parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School.

ORGANIZATIONAL CHART

See Appendix C for the RCS organizational chart.

V. QUALIFICATIONS OF SCHOOL EMPLOYEES

Governing Law: The qualifications to be met by individuals to be employed by the charter school. —Education Code Section 47605(c)(5)(E).

For all administrative, instructional, instructional support, and noninstructional support positions, the Charter School shall recruit professional, effective, and qualified personnel who believe in the vision of the Charter School and are in touch with the needs of the community. The Charter School shall be nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

All employees should possess the personal characteristics, knowledge, and relevant experiences to meet the responsibilities and qualifications identified in their posted job description, as determined by the Charter School.

Employees and contractors of the the Charter School are required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1.

Prior to commencing employment with the Charter School, all employees shall be fingerprinted and receive a background clearance in accordance with Education Code Section 44237.

The following are a list of key personnel to be employed by the Charter School, along with corresponding qualifications:

Administrators' Qualifications

The Charter School seeks candidates who possess strong leadership skills; the ability to understand and implement the educational vision of the Charter School; and a desire to facilitate communication and effective participation among teachers, students, staff, the Board, and the community at large. The Charter School administrators shall possess the following minimum qualifications:

- Valid teaching credential
- Valid Administrative Services Credential (or Pupil Services Credential) preferred
- Minimum of five years of teaching experience
- Master's Degree or equivalent

Teachers' Qualifications

The Charter School shall seek teachers who are committed to education and the mission and vision of the Charter School and who are in touch with the needs of the community. Teachers are expected to exhibit critical-thinking and communication skills, effective teaching strategies, subject-matter

expertise, and a willingness to work collaboratively and take responsibility and exercise leadership for the Charter School as a whole.

The Charter School shall comply with Education Code Section 47605(1), which states:

Teachers in charter schools shall hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the charter school and are subject to periodic inspection by the chartering authority. A governing body of a direct-funded charter school may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. A charter school shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district.

Teachers will be CLAD certified or will hold a similar certificate issued by the Commission on Teacher Credentialing.

Non-certificated Staff

The Charter School shall seek non-certificated candidates who embrace the vision of the Charter School and are flexible and able to work collaboratively with administrators, students, faculty, staff, and parents. Non-certificated staff candidates must possess adequate professional training and/or experience.

Non-certificated staff members, who may include business service providers, a custodian, a school secretary, and a bus driver, must exhibit the following minimum qualifications¹:

- Adequate professional training and/or experience
- Any and all licenses or certifications necessary to perform the responsibilities of the position
- Positive references

Classroom Aides

The Charter School may hire well qualified paraprofessional classroom aides to further support students and teachers. The Charter School recognizes the importance of trained aides in the classroom to help the teacher in the instruction of students; therefore, aides must possess the following qualifications:

- Candidate must hold a high school diploma.
- Candidate must have completed a minimum of two years of post-secondary study (defined as 48 semester units or greater) or hold a minimum of an AA degree - to include coursework that shall prepare the paraprofessional candidate for demonstration of working knowledge of and the ability to assist in instructing in the areas of reading, writing, and math, or in "school

¹ In the alternative, the Charter School may contract for any or all of these services.

readiness." In lieu of this, the candidate may have job experience in the same or similar position or have a skillset that is needed such as being bilingual.

Staff Selection Procedures

The Charter School shall not discriminate on the basis of any characteristic described in Education Code Section 220.

When a vacancy occurs, the Principal shall establish an ad hoc hiring committee, which shall:

- Announce openings.
- Recruit applicants; request resumes.
- Interview and select candidates.
- Teacher candidates will provide 1-2 demonstration lessons prior to final panel interview

VI. HEALTH AND SAFETY PROCEDURES

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

- (i) *That each employee of the charter school furnish the charter school with a criminal record summary, as described in Section 44237.*
- (ii) *The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (JH), inclusive, of paragraph (2) of subdivision (a) of Section 32282 and procedures for conducting tactical responses to criminal incidents.*
- (iii) *That the school safety plan be reviewed and updated by March 1 of every year by the charter school.*

—Education Code Section 47605(~~cb~~)(5)(F).

In order to provide safety for all students and staff, the Charter School has adopted and implemented full health and safety procedures and risk management policies for the Charter School site.

The following is a summary of the health and safety policies of the Charter School:

Procedures for Background Checks

Employees and contractors of the Charter School will be required to submit to a criminal background check and furnish a criminal record summary, as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Principal of the Charter School shall monitor compliance with this policy and report to the Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Principal. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All employees will be mandated child abuse reporters and will follow all applicable reporting laws. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, , and for employees at least once each four years thereafter, as required by Education Code Section 49406.

Immunizations

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations, as is required at public schools pursuant to Health and Safety Code Sections 120325-120375 and Title 17, California Code of Regulations, Sections 6000-6075.

Medications in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medications in school. The Charter School has adopted a Medication Administration Policy attached as Appendix I. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

Vision, Hearing, and Scoliosis Screening

Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 *et seq.*, as applicable to the grade levels served by the school.

Diabetes

The Charter School shall make the type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 of human trafficking prevention resources.

~~Feminine Hygiene~~ Menstrual Products

The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

~~The Charter School will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6.~~

Emergency Preparedness

The Charter School shall adhere to an *Emergency Preparedness Handbook*, drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshall. This handbook shall include, but not be limited to, the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Bloodborne Pathogens

The Charter School shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus "(HBV").

Whenever exposed to blood or other bodily fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures.

Drug-, Alcohol-, and Smoke-Free Environment

The Charter School shall function as a drug-, alcohol-, and tobacco-free workplace.

Facility Safety

The Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School has a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious

and will be addressed in accordance with the Charter School's discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired.

Nutritionally Adequate Free or Reduced Price Meal

The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day.

The Charter School shall provide two school meals free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(JH):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6
- procedures for conducting tactical responses to criminal incidents

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

VII. RACIAL AND ETHNIC STUDENT POPULATION BALANCE

Governing Law: The means by which the charter school will achieve a balance of racial and ethnic balance-pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. —Education Code Section 47605(~~cb~~)(5)(G).

The Charter School shall strive, through recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the River Delta Unified School District.

The Charter School will implement an outreach plan that includes, but is not limited to, the following elements or strategies, which focus on achieving and maintaining a racial and ethnic, special education, and English Learner balance among students that is reflective of the general population residing within the territorial jurisdiction of the River Delta Unified School District:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based application process.
- The development and distribution of promotional and informational material that reaches out to all of the various racial and ethnic, special education, and English Learner groups represented in the territorial jurisdiction of the River Delta Unified School District, including Spanish language materials.

The outreach plan will be reviewed and updated annually based upon the success and/or failures of the prior year.

VIII. STUDENT ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (~~ed~~). —*Education Code Section 47605(~~bc~~)(5)(H)*.

Charter schools are schools of choice. The Charter School shall admit all pupils who wish to attend the Charter School subject only to capacity. No test or assessment shall be administered to students prior to acceptance and enrollment in the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a random public lottery, shall not be determined according to the place of residence of the pupil, or of his or her parent or guardian, within this state. In accordance with Education Code Sections 49011 and 47605(~~ed~~)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

The Charter School shall be nonsectarian in its admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any pupil on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

In accordance with Education Code Section 47605(~~ed~~)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(~~de~~)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(~~de~~)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(~~de~~)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(~~de~~)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(~~de~~)(4), and make this notice available to parents.

The Charter School shall require students who wish to attend the Charter School to complete an application form. After admission, students will be required to submit an enrollment packet, which shall include the following:

- Completion of a student enrollment form
- Proof of immunizations
- Home language survey

- Completion of “Emergency Medical Information Form”
- Proof of minimum age requirements
- Release of records²

PUBLIC RANDOM DRAWING

Applications will be accepted during a publicly advertised open enrollment period each spring for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine enrollment for the impacted grade levels, with the exception of existing students who are guaranteed enrollment in the following school year. Currently enrolled students at the Charter School who will be moving up into the next grade level will be automatically re-enrolled for the following year. Each returning student will be required to return an “intent to return” form.

Admission preferences in the case of a public random drawing will be given to the following students in the following order:

Priority 1: Students who reside in the former Clarksburg Elementary School attendance area.

Priority 2: Siblings of students who attended DECS during its first two inaugural years: 2007-2008 and 2008-2009.

Priority 3: Children of DECS Employees, Board of Directors, and Founding Members. (Not to exceed 15% of total population. “Founding Members” shall be defined in accordance with adopted policy of the Board of Directors.)

Priority 4: Siblings of students who currently attend DECS for 30 school days.

Priority 5: Students who are currently enrolled in, and students who reside in the attendance area of, Bates Elementary School, where the Delta Elementary Charter School site is physically located and which has more than 55% of its student enrollment eligible for free and reduced price meals, in accordance with Education Code Section 47614.5.

Priority 6: Residents of the River Delta Unified School District attendance area.

Priority 7: Siblings of students attending Clarksburg Middle School or Delta High School.

Priority 8: All students on the “wait list” from the previous year.

Priority 9: All other out-of-District applicants.

² The Charter School shall not request a pupil’s records or require a parent, guardian, or pupil to submit the pupil’s records to the Charter School before enrollment.

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(ed)(2)(B)(i)-(iv).

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Superintendent). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

Once a grade level is filled to capacity, applications will continue to be drawn for positions on a waiting list. This waiting list will allow students the option of enrollment in the case of an opening during the school year. In no circumstance will a waiting list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email prior to the lottery date.

SCHOOL ORIENTATION AND PARENT CONTRACT

Interested parents of prospective students are strongly encouraged to visit the DECS to learn more about the Charter School's goals and philosophy. Once a student has been enrolled in the Charter School, a parent and /or guardian will be encouraged to sign a nonbinding Parent Contract, which is a voluntary agreement among families, the Charter School, and the student. The provisions of the Parent Contract are described further below:

1. Work with staff to provide an optimal learning environment at home and school.
2. Strive to contribute a minimum of 30 hours per school year in a volunteer capacity.

The intent of the Parent Contract is to create a strong relationship between families of the Charter School's students and Charter School personnel. Parents of students enrolled in the Charter School will be encouraged to consider the benefits of strong parental support to their children's education. Opportunities to meet the commitments of the Parent Contract will be flexible in order to provide for varying parental schedules and needs. Although the fulfillment of the Parent Contract is highly recommended, children whose parents are unable to complete the agreement will not be excluded

from the Charter School program or activities, nor will Charter School personnel penalize them in any way.

IX. INDEPENDENT FINANCIAL AUDITS

Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. — California Education Code Section 47605(~~bc~~)(5)(I).

An annual independent fiscal audit of the books and records of the Charter School will be conducted, as required by Education Code Sections 47605(~~cb~~)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting principles. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools, as published in the K-12 Audit Guide issued by the State Controller's Office.

An audit committee will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and be approved by the State Controller on its published list of educational audit providers. To the extent required under applicable federal law, the audit's scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audits will be completed and forwarded to the District, the Sacramento County Superintendent of Schools, the State Controller, and to the CDE by December 15th of each year. The Principal, along with the audit committee, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District, along with an anticipated timeline for doing so. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process referenced in this Charter. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent fiscal audit of the Charter School is public record to be provided to the public upon request.

X. SUSPENSION AND EXPULSION PROCEDURES

Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). — Education Code Section 47605(b)(5)(J).

POLICY

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall

enforce disciplinary rules and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary disenrollment policies and procedures. The notice shall state that this policy and procedures are available on request at the Principal's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

GROUND FORS SUSPENSION AND EXPULSION OF STUDENTS

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the

school campus; d) during, going to, or coming from a school-sponsored activity.

ENUMERATED OFFENSES

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property which includes but is not limited to, electronic files and databases.
 - g) Stole or attempted to steal school property or private property which includes but is not limited to, electronic files and databases.
 - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k) Knowingly received stolen school property or private property which includes but is not limited to, electronic files and databases.
 - l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property which includes but is not limited to, electronic files and databases., or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by

creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.

- (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- v) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n)

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are

directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

v) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

b) Brandishing a knife at another person.

c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n)

e)

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

SUSPENSION PROCEDURE

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal’s designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c**b**)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or Principal’s designee, the pupil and the pupil’s guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be

extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

AUTHORITY TO EXPEL

As required by Education Code Section 47605(~~cb~~)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School's governing board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

EXPULSION PROCEDURES

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public

hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of the Charter School's disciplinary rules that relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of

the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding entity finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

RECORD OF HEARING

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

PRESENTATION OF EVIDENCE

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

WRITTEN NOTICE TO EXPEL

The Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

DISCIPLINARY RECORDS

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

NO RIGHT TO APPEAL

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

EXPELLED PUPILS/ALTERNATIVE EDUCATION

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

REHABILITATION PLANS

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

READMISSION

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Principal or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

NOTICE TO TEACHERS

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

SPECIAL PROCEDURES FOR THE CONSIDERATION OF SUSPENSION AND EXPULSION OR INVOLUNTARY REMOVAL OF STUDENTS WITH DISABILITIES

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a) Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c) Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the

same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a) Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

- c) Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a) The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b) The parent has requested an evaluation of the child.
- c) The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

XI. RETIREMENT BENEFITS

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. —Education Code Section 47605(c)(5)(K).

Eligible employees in the Charter School will participate in the State Teachers' Retirement System ("STRS"). STRS participants are exempt from Social Security participation. All staff not participating in STRS will participate in Social Security, and all eligible staff working 30 hours per week or more will be enrolled in the Public Employees' Retirement System ("PERS") after 1,000 hours of employment following PERS regulations, if not already enrolled at the time of hire. The Charter School may elect to (a) file STRS and PERS reporting directly with Sacramento County Office of Education, or (b) ask the District to forward any required payroll deductions and related reporting data to STRS and PERS, as required by Education Code Section 47611.3. In the case of (b) above, the District may charge the Charter School its actual costs for the provision of such services. The Charter School reserves the right explore additional opportunities to offer to teachers and staff alternative retirement programs.

XII. ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. —Education Code Section 47605(b)(5)(L).

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend schools within the District according to District policy or in another school district or school within the District through the District's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local educational agency.

XIII. RETURN RIGHTS OF SCHOOL DISTRICT EMPLOYEES

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. –Education Code Section 47605(~~bc~~)(5)(M).

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

Accrued sick leave, but not vacation leave, earned at another school district shall be transferable to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

XIV. RESOLUTION OF DISPUTES

Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. —Education Code Section 47605(b)(5)(N).

The Charter School recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outlined below as suggested by the District.

The Charter School and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, the Charter School staff, employees, and Board members of River Charter Schools and District agree to first frame the issue in written format (“dispute statement”) and refer the issue to the District Superintendent and the Superintendent of the Charter School. In the event that the District Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, but recognizes that it cannot require the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or as a prerequisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent of the Charter School and District Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute not later than five business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the District’s Superintendent and the Superintendent of the Charter School and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the District Superintendent and the Superintendent of the Charter School shall meet to jointly identify a neutral third-party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the District Superintendent and the Superintendent of the Charter School. Mediation shall be held within 60 business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute, either party may pursue any other remedy available under the law. All timelines in this section may be revised upon mutual written agreement of the District and the Charter School.

Internal Disputes

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School’s operations. The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law. Parents, students, Board

members, volunteers, and staff at the Charter School are provided with a copy of the Charter School's policies and internal dispute resolution process. The District shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School.

XV. SCHOOL CLOSURE PROCEDURES

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. —Education Code Section 47605(b)(5)(O).

The following procedures shall apply in the event that the Charter School closes. The following procedures apply regardless of the reason for closure.

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the District, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of Charter School students. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the nonprofit public benefit corporation. Upon the dissolution of the non-profit public benefit, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled “Relief for Certain Participants in § 414(d) Plans” or any final regulations implementing 26 U.S.C. § 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated as or by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Appendix D, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

XVI. REPORTING AND ACCOUNTABILITY

BUDGETS AND FISCAL REPORTS

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. —Education Code Section 47605(~~hg~~).

Attached, as Appendix D, please find the following documents:

- A projected 2020-21 budget
- Financial projections and cash flow for the next three years of operations.
- Budget narrative and assumptions

These documents are based upon the best data available to the petitioners at this time.

The Charter School shall provide reports to the District in accordance with Education Code Section 47604.33, as follows, and shall provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education, and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited actuals report from the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card ("SARC"), and the LCAP.

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

INSURANCE COVERAGE

The Charter School shall acquire and finance general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purposes and circumstance. Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School.

ADMINISTRATIVE SERVICES

Governing Law: The manner in which administrative services of the charter school are to be provided. —Education Code Section 47605(hg).

The Principal will assume the lead responsibility for administering the Charter School under the policies adopted by the Charter School's Board of Directors. The Charter School will provide internally or procure through a third-party contract most of its own administrative services, including, but not limited to, financial management, human resources, payroll, and attendance accounting.

Should the District be interested in offering certain services to the Charter School for a fee from the District, the Charter School shall consider the possibility of purchasing some of these or other services from the District. The specific terms and cost for these services will be the subject of a separate memorandum of understanding between the Charter School and the District and subject to District availability.

Pursuant to California law, the District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), the District may charge for the actual costs of supervisory oversight of the Charter School not to exceed one percent (1%) of the revenue of the Charter School. If the Charter School receives substantially rent-free facilities from the District, the District may charge the actual costs up to three percent (3%) of the revenue of the Charter School pursuant to Education Code Section 47613(b). Pursuant to Education Code Section 47613(f), "revenue of the charter school" means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

FACILITIES

Governing Law: The facilities to be utilized by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. — Education Code Section 47605(hg)

The Charter School's address is 36230 N. School St., Clarksburg, CA 95612. At this address, the Charter School has 17 modular classroom buildings. [The Charter School also operates its TK program at Clarksburg Community Church, 52910 Netherlands Ave, Clarksburg, CA 95612.](#)

The Charter School receives facilities funding from the Charter School Facilities Grant Program lease reimbursement program, which is administered by the California School Finance Authority ("CSFA"). CSFA permits lease reimbursements to the Charter School through its supporting corporation, Leaders & Scholars, Inc., and the LLCs, L&S Two and L&S LLC as described in Section IV.A, above. Accordingly, River Charter Schools set up the supporting corporation and LLCs to match the requirements of CSFA's Regulations and, in particular, the California Code of Regulations, Title 4, Section 10170.14(a)(3)(B). This regulation allows the supporting LLC to pay for all the buildings/property and then lease them to the Charter School.

In the case of Delta Elementary Charter School, all its buildings are owned by L&S Two and are leased to DECS for approximately 83% of their fair market value (based on a current appraisal) or \$10.9K per building per year for a total monthly payment from DECS to L&S Two of \$12,750. As noted in Section IV.A. above, L&S Two has paid off both of DECS' bank loans and has originated in favor of DECS a fully amortized 15 year interest bearing (5%) note to pay DECS the balance of the net book value of the buildings it purchased.

DECS will continue to seek reimbursement from CSFA for the lease payments [for the School St. facility, and the lease payments to Clarksburg Community Church](#) along with many other qualifying facilities expenses under the Charter School Facilities Grant Program (SB740).

[If DECS is placed on the CDE's Williams Monitoring list, DECS will comply with the County Superintendent's visits to its facilities under Education Code 17592.72.](#)

TRANSPORTATION

The Charter school will provide bussing for a limited number of students residing in the Washington Unified School District boundaries. The Charter school will continue to work with RDUSD on bussing for in-district students.

FOOD SERVICES

The Charter School will enter into a contract for food services with either the District's chosen vendor or into another contract.

XVII. Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. — California Education Code Section 47605(gh).

The Charter School shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a nonprofit public benefit corporation shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District requested protocol to ensure that the District shall not be liable for the operation of the Charter School.

Further, the Charter School and the District shall enter into a memorandum of understanding which shall provide for indemnification of the District by the Charter School. Insurance amounts will be determined by recommendations of the insurance company for schools of similar size, location, and type of program. The District shall be named an additional insured on the general liability insurance of the Charter School.

The corporate bylaws of River Charter Schools shall provide for indemnification of the Charter School's Board of Directors, officers, agents, and employees; and the Charter School will purchase general liability insurance, directors and officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

XVIII. CONCLUSION

By approving this charter renewal, River Delta Unified School District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning opportunities for all pupils who are identified as academically low achieving; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. The petitioners are eager to work independently, yet cooperatively, with the District to raise the bar for what a charter school can and should be. To this end, the petitioners pledge to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal requesting a five-year term to begin July 1, 2020, Renewal of the charter shall be governed by the standards and criteria in Education Code Sections 47605 and 47607, as applicable. Consistent with the terms of approval, the term of this charter is five years, from July 1, 2020 to June 30, 2025, extended by operation of law (Education Code Section 47607.4) to June 30, 2027.

BIBLIOGRAPHY

Classroom Instruction That Works: Research-Based Strategies for Increasing Student Achievement (by Robert J. Marzano, Debra J. Pickering, and Jane E. Pollock). Alexandria, Vir.: Association for Supervision and Curriculum Development, 2001.

History-Social Science Common Core State Standards: Kindergarten Through Grade Twelve. Sacramento: California Department of Education, 2000.

“The Impacts of Service-Learning on Youth, Schools, and Communities: Research on K-12 School-Based Service-Learning, 1990-1999” (developed by Shelley H. Billig). Denver: W. K. Kellogg Foundation’s “Learning In Deed” Initiative, 1999.

Physical Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve. Sacramento: California Department of Education, 2005.

Project Based Learning Handbook: A Guide to Standards-Focused Project Based Learning (by Thom Markham, John Larmer, and Jason Ravitz) Novato, Calif.: Buck Institute for Education, 2003.

“Service-Learning: A Strategy for Success in Afterschool.” Oakland, Calif.: Youth Service California, n.d.

Understanding by Design (by Grant Wiggins and Jay McTighe.) Upper Saddle River, N.J.: Prentice-Hall, Inc., 2001.

Visual and Performing Arts Content Standards for California Public Schools: Prekindergarten Through Grade Twelve. Sacramento: California Department of Education, 2001.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.2

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

SUBJECT:

Monthly Maintenance, Operations and 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 October 2022

PRESENTER:

Ken Gaston, Director of Maintenance, Operations and Transportation

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receives this information

Time allocated: 5 minutes

Maintenance, Operations & Transportation
Monthly Report for Board Meeting
November 8, 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**
 - Replaced outside doorbell by the play structure/basketball courts/gym. - \$195
 - Replaced bolts on yellow steps on playground. - \$122
 - Replaced faucet and fixed three-bathroom doors in girl's bathroom. - \$275
 - Installed new feminine hygiene product dispensers. - \$110
 - Replaced seals, toilet spud and flush die frame in bathroom. - \$150

- **Clarksburg Middle School**
 - Installed new feminine hygiene product dispensers. - \$110

- **Delta High School**
 - Cleared clogged diaphragm valve in staff restroom in science building. - \$ 110
 - Installed nails in cement edge to mark football lines. - \$110
 - Welded tank at pump house at the Delta Well. - \$110

- **D. H. White Elementary**
 - Replaced two bulbs and ballast in cafeteria. - \$110
 - Replaced door sweep to keep bugs out. - \$110
 - Removed baby wipes that clogged up water lines in restroom in room 11. - \$380
 - Troubleshoot A/C unit in room 4. - \$100
 - Replaced water valve on back field. - \$110
 - Replaced 4 ballasts and 8 bulbs in adult Ed bathrooms. - \$285
 - Added more bark and spread it out in playground. - \$110
 - Replaced toilet spud and chocker valve in boy's bathroom. - \$105

- **District Office**
 - Replaced bulbs and ballasts in Asst. Superintendent of Ed. Service Office. - \$180

- **Isleton Elementary School**
 - Replaced bad light sensor in media center. - \$110
 - Cleaned up branches and trimmed branches along fence. - \$120

- **Rio Vista High School**
 - Took down whiteboard and installed a new whiteboard in room FF109. - \$110
 - Installed nails in cement edge to mark football lines. - \$110
 - Replaced belt for the HVAC system in the art classroom. - \$116

- **Walnut Grove Elementary School**
 - Installed a new valve and fixed water line next to the cafeteria. - \$323
 - Cleared clogged condensate drain line in storage room. - \$110
 - Installed new feminine hygiene product dispensers. - \$110
 - Installed curtain rods, curtains, temperature sensors and tinted windows. - \$1,900
 - Adjusted water temperature and filled sink hole in cafeteria. - \$110

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 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 October 11, 2022.

BACKGROUND:

Attached are the Minutes from the Regular meeting of the Board of Trustees held on October 11, 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

October 11, 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 5:32 p.m. on October 11, 2022 at Bates Elementary School, Courtland, 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 items on the Closed Session Agenda

3.2 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 @ 5:33 pm**

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

5. **Open Session was reconvened at 6:37 pm**

5.1 Roll was retaken. All members were present.

Also present: Katherine Wright, Superintendent; Tammy Busch, Assistant Superintendent of Business Services Officer; Nancy Vielhauer, Assistant Superintendent of Educational Services, and Jennifer Gaston, Recorder.

5.2 Pledge of Allegiance was led by Alicia Fernandez, former River Delta Unified School District Board President

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

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

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

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

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

8. **Public Comment:** Alicia Fernandez, former River Delta Unified School District Board President and community member, stated that she has seen an increase in the number of school-aged children not in school during school hours. She expressed her concern that, except for truancy issues, she can only conclude that this may be due to transportation issues of getting to and from school. She noted that other districts have higher wages than our District and she encourages the Board of Trustees to increase the salary for bus drivers and consider adding a signing bonus or stipend to attract new drivers. Ms. Fernandez applauded the District for executing a Dual Immersion Program in the District and is pleased that it is being implemented at every class level. She is excited of the energy level and ideas brought to Bates Elementary from Principal, MJ Kiwan Gómez, and hopes it translates to an increase of enrollment. She is unsure of what marketing strategies are being used to attract families to the Dual Immersion Program. She suggests that we target Clarksburg, Courtland and Hood areas as well as Elk Grove and South Sacramento. She had the opinion that Good Day Sacramento or other media outlets would be a good avenue for advertising the program.

Betty Koons, Ministry Coordinator for Sacramento area Good News Club, spoke on her experiences while being a substitute teacher at Sacramento City Unified School District. She also provided quotes that spoke on the need to inform parents on how to recognize signs of suicidal ideation and how to support their

children who may be experiencing emotional crisis. She provided information on the Good News Club and stated that they are not ashamed of the fact that they are a resource for parents who want to either expose children to the love of God or reinforce Biblical teaching already established in their homes. She has the opinion that the Good News Club (GNC) as a non-profit group should not incur fees for custodial and maintenance fees. She also believes that the time traveling to and from the Dr. Henry Go Auditorium will compromise the time they spend with the children and, in the Winter, it may be cold. She has requested that the District allow the GNC to use a classroom on the campus and to waive the associated fees. Four other Good News Club supporters, Sue Spillman (GNC Volunteer, Elk Grove), Julieta Herrera (Lodi USD), Gina Chaffin (GNC Volunteer and former RDUSD employee) and Kristal Chacon (GNC Volunteer and teacher at a neighboring district) spoke of their personal experiences and provided support for the Good News Club.

Ignacio Navarro translated for Cecilia Torres, a parent. Ms. Torres spoke on behalf of several Ryer Island parents in the audience. She indicated that some parents are unable to bring their children to school and, as they realize it is their obligation to get their students to school, it is also important for the parents to go to work to support their families. Ms. Torres has heard that there are two candidates trying to become bus drivers. She would like to know if, when the bus driver candidates completed their training, Ryer Island be the first area to receive service.

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 Lamera reported that he attended meetings at Delta High and Clarksburg Middle Schools to introduce himself as a resource. He also attended the School Site Council and the English Learner Advisory Council (ELAC) meetings at Delta High and Clarksburg Middle Schools. Member Lamera mentioned that he attended the Bates Elementary School's Parent Teacher Association (PTA) and School Site Council meetings.

Member Lamera mentioned that site visits have been scheduled for D.H. White Elementary, Riverview Middle and Rio Vista High Schools, noting that he will be accompanied by Board President Stone and Member Jelly.

Member Lamera announced that he attended a Wine and Art Fundraising Auction to support the Clarksburg Library. He enjoyed the event and encouraged others to attend next year.

Member Lamera praised the Delta Saints Football team for their 6:1 season. He confirmed that the upcoming Friday night would be their Homecoming game, which he had plans on attending.

Member Mahoney reminded the Board of the letter received at the previous meeting regarding the expulsion of students. He prepared a letter to read to his colleagues and the audience of his personal points of view about student expulsions. His points of view were collected from his personal experiences throughout his life and long career in education. He has the opinion that the selling of drugs is one of the worst expellable offenses, as they are premeditated and calculated. They are not done in an emotionally charged moment. Member Mahoney noted that the selling of drugs goes against criminal and California Educational Codes. He named a long list of friends and family members who are deceased due to drugs, including his brother. Member Mahoney gave an analogy of "what ifs", referring to schools. "What if, in the 1970s: schools didn't have a smoking section, where some students got high?"; "What if the schools had discipline rallies to make sure the students knew what the rules were and of the consequences?"; "What if the schools just enforced the rules when violators were caught instead of just letting things slide?" Member Mahoney has heard people say that death due to the use of drugs are sometimes called a "victimless" crime. Member Mahoney assured that after watching what he, his friends, parents of friend all went through with a loss of a loved one due to drugs, as well as what his parents went through with the loss of his brother, that this statement is not true. He mentioned that this doesn't include those who become mentally unstable after the heavy use of drugs. This also doesn't include those great

athletes and academics that showed so much potential, but chose the path of heavy drug use. Some of these people went to jail, can't hold a job, are homeless, suffer from mental illness, or a combination of all of those things. Member Mahoney stated that he will always be an anti-drug advocate due to his life experiences as a student, a coach, a teacher, an administrator, a community member and now as a Board member. Member Mahoney named many of the expellable offences that are listed in the California Education Code, stating that these acts are criminal. He noted that Educational Codes have been written to protect the students and teachers that attend and work at our school sites, which is needed for a properly learning environment. Mr. Mahoney remarked that, if the criminals are not removed from the school setting, then we are promoting an unsafe learning environment. It is the duty of the administration, Superintendent and School Board to keep the schools safe. Students need to feel safe to learn properly.

9.1.2 Committee report(s)

9.1.2.1 City of Rio Vista 2 X 2 – Member Jelly reported that she, Superintendent Wright, and Member Mahoney met with the City's team and discussed active shooter drills and response. She mentioned that these conversations will be on-going.

9.1.3 Superintendent Wright's report(s) - Superintendent Wright thanked everyone for their understanding for her absence over the past weeks while she was required to be in Sacramento representing the District. She included a special thank you to Nancy Vielhauer and Tammy Busch for being her designee when it was impossible for her to be present in the District. She is excited to be able to focus her attention and work in the District.

Superintendent Wright noted that she and Mrs. Vielhauer attended a School Threat Response Symposium sponsored by the Federal Bureau of Investigation (FBI) and the Sacramento County Sheriff's Department. They were enlightened by their knowledge of how to evaluate the safety of our schools and take action to make them even safer. Superintendent Wright stated that, in the upcoming weeks, the District is planning on implementing additional safety measures at each school site, collaborating with local law enforcement and first responders, as well as raising awareness and preparedness. Some of the safety measures may seem less welcoming or less convenient in nature but are essential in making our schools safer. The school sites are reviewing their response plans and will be holding drills soon if they haven't already. The District's goal is to continually improve the safety procedures and protocols for all types of emergencies. She appreciates everyone's support in keeping the school safe.

9.1.3.1 Notice of Intention to Amend the Conflict-of-Interest Code for River Delta Unified School District – Superintendent Wright reported that it is essential and legally required for the District's conflict of interest code reflects the current structure of its organization. Part of the process in amending the conflict-of-interest code is identifying the proper officials who should file statements of Economic Interest, the Form 700. When a change is made to our conflict-of-interest code, we are required to hold a 45-day comment period and to notify all employees of the change. The comment period has been established commencing on October 12, 2022 and closing on November 25, 2022. Any interested person may submit written comments relating to the proposed amendment no later than the November 25, 2022 deadline.

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, Asst. Superintendent of Business Services; Ken Gaston, Directors of MOT

9.2.1 Business Services' Report – Tammy Busch, Asst. Superintendent of Business Services, reported that the Unaudited Actuals have been accepted by the Sacramento County Office of Education. The Business Department is in the process of submitting data to qualify for community eligibility provision for Cafeteria Funding which is a requirement for

our universal free meals. They are also working on first interim, facility and safety items as well as Bond projects.

9.2.1.1 ADA/Enrollment Report – Tammy Busch, Asst. Superintendent of Business Services, reported that the Districtwide enrollment has had a decrease of 90 students compared to the same month of the 2021-2022 school year. The Districtwide enrollment had a decrease of 32 students compared to last month. However, the Districtwide attendance has increased by 56 ADA compared to last month. Students have been attending more, even though the district is in declining enrollment.

9.2.1.2 Monthly Financial Report – Tammy Busch, Asst. Superintendent of Business Services, reported that each month this report shows the amount budgeted versus the actual expenditures at that point in time.

9.2.1.3 Riverview Middle School New Parking Lot Bond Project Update - RGM Kramer. Ms. Busch announced that RGM Kramer was unable to attend this meeting. However, Melissa Regan-Byers from HKIT Architects will be making the presentation. Ms. Regan-Byers explained the process of developing the plan for the Riverview Parking Lot to accommodate off-street parking and accessibility on-site parking, which was needed to move forward with future construction or modernization projects. While attending a Division of State Architects (DSA) Pre-application meeting to ask questions regarding the project and to make sure the designs aligned with current DSA policies, it was discovered that if the school site didn't currently have on-site drop-off, it would not be required to provide on-site drop-off for new construction or modernization projects. This project was being done to set up the site for future projects as it was thought it was a requirement to do so. It was also discovered that it is no longer a DSA requirement to provide on-site parking for accessibility if the site does not currently have it. If this parking lot projects moves forward, it would be a requirement to create an accessible path of travel to the main office. This path of travel would be a large undertaking as of the elevation change on the campus from the proposed parking lot to the main office. Ms. Regan-Byers stated that, although DSA does not require the on-site parking at this time, the District may have a request that will mandate they undertake this project.

Ms. Byers reminded the Board of some of the other projects that were proposed during the planning process. Superintendent Wright reminded the Board that, although it is not a requirement of DSA, it is the rights of individuals to have accessibility and the District would be required to meet these accessibility requirements if requested. After discussion from the Board, it was determined that a Facilities Steering Committee will need to reconvene to discuss this and future projects.

9.2.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT, reported that, in addition to the report submitted, he had a transportation update. Mr. Gaston mentioned that there are five bus driver candidates in training and one van driver applicant. Mr. Gaston clarified that the process can take anywhere from three to six months.

9.3 Education Services' Reports and/or Presentation(s) - Nancy Vielhauer, Asst. Superintendent of Educational Services and Tracy Barbieri, Director of Special Education

9.3.1 Educational Services Update – Nancy Vielhauer, Asst. Superintendent of Educational Services, reported that three classes for classroom culture trainings have been provided to the teaching staff, as well as one Crisis Prevention Institute (CPI) training as part of the Crisis Intervention Prevention Trainings for the Special Education staff. The District is in the process of scheduling professional development opportunities for the teachers to take part in during the November 1 non-student day and during the Thanksgiving and January breaks if they choose to participate.

The school social worker has been working diligently to verify our homeless and foster youth students and to provide them with resources for services that they are entitled to.

The CTE Coordinator has been working on the educational pathways making sure we are complying with the grant requirements. Curriculum has been ordered for the Culinary Arts Program that will be on display at the District Office. The coordinator is also working on a possibility of obtaining AP credit when completing a CTE pathway.

The Technology TOSA has been working hard to support each school site with their technology needs.

Ms. Vielhauer announced that, unfortunately, they will be holding the first Student Attendance Review Board (SARB) hearing at the end of the week.

Ms. Vielhauer announced that there is good news. The news is that the CalPads end of year data have been submitted and approved. Stating that the states CalPads software system has had significant troubles this year, which made the deadline dates to several times. Ms. Vielhauer noted that many district's in the state did not meet the deadline and certify their data.

Ms. Vielhauer announced that the District is pushing to obtain the data confirmation from all families. The information is required each year to update emergency and contact information. In the past, it was provided in paper form, however, it is now available electronically. The data confirmation information is needed for our state and local funding. The school sites will be reaching out to families to complete their data confirmation in Aeries. Ms. Vielhauer emphasized that accurate information is important for safety reasons.

Superintendent Wright reiterated that current and accurate contact information is very important for safety reasons and is a high priority for the District.

9.3.2 School Plan for Student Achievement (SPSA) 2022-2023 Presentation: Bates Elementary School, Walnut Grove Elementary School, Delta High School and Clarksburg Middle School – Site Principals greeted and presented the Board with information regarding their plans for student achievement for the 2022-2023 school year.

9.3.3 Bates Elementary Dual Immersion Presentation - MJ Kiwan Gómez, Ed.D., Principal, provided the Board with how the implementation of the Dual Immersion Plan is working schoolwide. Students spoke on how the Dual Immersion Program is working for them and how it will benefit them in the future. A parent of one of the students supported the program and expressed how happy she was that her students were learning to read and write in Spanish and English and that this will help her children be successful in the future. Mrs. Whitley, teacher at Bates Elementary School, noted that she was very proud of this program and said it was wonderful when the students make learning connections. Mrs. Whitley is happy to be part of the program.

9.3.4 Williams' Settlement Public Notification Regarding Sufficiency of Teachers, Facilities, and Textbook and Instructional Materials – First Quarter (July – September 2022) – Nancy Vielhauer, Asst. Superintendent of Educational Services reported that the District has not received complaints during this quarter.

9.4 River Delta Unified Teacher's Association (RDUTA) Update – Chris Smith, RDUTA President, acknowledged and commended both the teacher's and District's bargaining teams, as they successfully reached a Tentative Agreement, which was accepted by the RDUTA members almost unanimously. Mr. Smith is confident that the next round of negotiations in the Spring will be positive.

9.5 California State Employees Association (CSEA) Chapter #319 Update – David Groves, CSEA President, reported that all employees will benefit from the Tentative Agreement and the CSEA bargaining team is working on recruitment.

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, September 13, 2022
- 10.2 Receive and Approve Monthly Personnel Reports
As of October 11, 2022
- 10.3 District's Monthly Expenditure Report
September 2022
- 10.4 Request to Approve the Consolidated Application (ConApp) for 2022-2023 School Year
Tammy Busch, Assistant Superintendent of Business Services
- 10.5 Request to Approve the Single Plan for Student Achievement (SPSA) for the 2022-2023 School Year for Bates Elementary School, Walnut Grove Elementary School, Delta High School and Clarksburg Middle Schools – Site Principal
- 10.6 Request to Approve the 2022-2023 General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) to Provide Deaf and Hard of Hearing Services for District Students – Not to Exceed \$5,000, Special Education Funds – Tracy Barbieri, Director of Special Education
- 10.7 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (New Directions Solutions, dba ProCare Therapy) to Provide a Speech-Language Pathology Assistant (SLPA) for the 2022-2023 School Year – Not to Exceed \$120,000, Special Education Funds – Tracy Barbieri, Director of Special Education
- 10.8 Request to Approve the 2022-2023 General Agreement for Nonpublic, Nonsectarian School/Agency (Soliant Health, LLC) to Provide Speech Therapy Services for District Students– Not to Exceed \$173,000, Special Education Funds – Tracy Barbieri, Director of Special Education
- 10.9 Request to Approve the Out of State Travel for Ken Gaston, Director of MOT and John Preston, Supervisor of MO to Attend The National Hardware Conference in Las Vegas, Nevada from January 31-February 2, 2023 – Ken Gaston, Director of Maintenance, Operations and Transportation
- 10.10 Request to Approve the Overnight Travel for Mrs. AK Smith and Four (4) Rio Vista High School Students to Attend the Friday Night Live Youth Summit on November 3-7, 2022 in Anaheim, California, No Cost to the District – Victoria Turk, Principal
- 10.11 Request to Approve the Agreement with Kontraband Interdiction & Detection Services, Inc. for the 2022-2023 School Year - Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.12 Donations to Receive and Acknowledge:
 - Isleton Elementary School**
 - Foster's Bighorn - \$350
 - The Rich Family - \$50
 - Brian Fonseca in Memory of Delores Fonseca - \$50
 - PTC – Color Run event in the approximate amount of \$700

Walnut Grove Elementary School

Received \$7,000 worth of school supplies from various donors through Walmart

Although the Board didn't pull any items for discussion, it was asked if the \$94,000 PG& E bill for Rio Vista High School was a typo. Ms. Busch confirmed that it was not a typo and gave an explanation which was provided to her by PG&E. She stated that, PG&E's billing systems were in the process of being changed and the District didn't receive an invoice for three months, even though the District had made several attempts to contact them regarding the missing invoices. The Business Department is working on rectifying the problem.

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

Board President Stoned acknowledged the donations and thanked them for their continued support.

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 Resolution #839 Authorizing Compensation Agreement with Successor Agency and the Transfer of Real Property of the Former Redevelopment Agency of the City of Rio Vista to the City of Rio Vista – Tammy Busch, Asst. Superintendent of Business Services

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

12. Request to Approve the First and Final Reading of the Administrative Regulation 1330 – Use of School Facilities – Nancy Vielhauer, Assistant Superintendent of Educational Services and Tammy Busch, Assistant Superintendent of Business Services

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

13. Request to Approve the Payment of Division of the State Architect (DSA) Fees for the Rio Vista High School (RVHS) New Classrooms and Delta/Clarksburg (DHS/CMS) Cafeteria Modernization Projects, Measure J not to exceed \$25,980 for Rio Vista High School New Classroom Project and Measure K not to exceed \$25,980 for Delta/Clarksburg Cafeteria Modernization Project - Tammy Busch, Assistant Superintendent of Business Services

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

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

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

16. Adjournment: 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, Lamera, Casillas, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)

The meeting was adjourned at 8:54 pm

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: November 8, 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

RIVER DELTA UNIFIED SCHOOL DISTRICT
PERSONNEL TRANSACTION AND REPORT
DATE: November 8, 2022

ACTION - CERTIFICATED	NAME	POSITION	FTE	SITE/DEPT	EFFECTIVE DATE	VICE
New Hire - Interim Admin	Jennie Gornito	Interim Principal w/ Extra Duty Assignment	1.00	D.H. White Elementary	11/1/2022	Juan Carlos Alvarado
Reassignment - Admin	Juan Carlos Alvarado	Principal on Special Assignment	1.00	Educational Services	10/20/2022	
Resignation - Admin	Juan Carlos Alvarado	Principal on Special Assignment	1.00	Educational Services	11/2/2022	
Resignation	Will Hutchins	Elementary Teacher	1.00	Walnut Grove Elementary	11/18/2022	
Released						
New Hire - Probationary						
ACTION - CLASSIFIED	NAME	POSITION	FTE	SITE/DEPT	EFFECTIVE DATE	VICE
Resignation	Kiara Agan	Clerical Specialist	0.50	District Office	11/14/2022	
New Hire - Probationary	Kiara Agan	Accounting Specialist	1.00	District Office	11/15/2022	Alex Ruiz Carillo
	Taurus Byers	Instructional Assistant I	0.13	d.h. White Elementary	11/2/2022	Nancy Guggemos

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Tammy Busch, Asst. Superintendent of Business Services 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, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not Applicable

RECOMMENDATION:

That the Board approves the monthly expenditure summary report as submitted.

Time allocated: 2 minutes

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Tue, Nov 01, 2022, 10:19 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010 (800) 608-2272 N	194.42	SEPT 22 ACSA DUES	10/04/2022	23374870 PV-230238	194.42	N
014567 ADMINISTRATIVE SOFTWARE APPLIC 5600 AMERICAN BLVD. W #400 BLOOMINGTON, MN 55437 (877) 845-4005 N	2,445.50	92803 ASAP SOFTWARE	10/18/2022	23377389 PV-230282	2,445.50	N
014539 ADOBE SYSTEMS 345 PARK AVENUE SAN JOSE, CA 951102704 (800) 443-8158 N	2,496.00	2288913400 ADOBE CREATIVE CLD	10/18/2022	23377376 PV-230268	2,496.00	N
012976 AGAN, CODI 525 PHEASANT RUN DR DIXON, CA 95620 (925) 783-5096 N	112.38	AUG-OCT MILEAGE	10/11/2022	23376199 TC-230053	112.38	N
015689 ALVARADO, JUAN CARLOS 1593 ASHWOOD DRIVE OAKLEY, CA 94561 (0) - 0 N	103.06	DHW SUPPLIES MILEAGE	10/04/2022 10/27/2022	23374885 TC-230044 23379445 TC-230081	80.56 22.50	N N
015430 AMAZON 2201 WESTLAKE AVE. #500 SEATTLE, WA 98121 (0) - 0 N	15,173.74	1TLN-4M9M-CNJ P CREDIT 161T-PQK4-VWPX ISLE SUPPLIES 1L17-RTF3-CVQJ CREDIT 16H9-90D7-YFJT ISLE SUPPLIES 1M7M-7RMM-CRJJ CREDIT 117K-NXN4-D6X6 CREDIT 1RFD-TWQ3-CKXH CREDIT 1RRH-KFTX-MY36 CREDIT 1TNX-FMMG-CFKD CREDIT	10/06/2022 10/06/2022 10/06/2022 10/06/2022 10/06/2022 10/06/2022 10/06/2022 10/06/2022 10/06/2022	23375388 PO-230028 23375388 PO-230028 23375388 PO-230028 23375388 PO-230028 23375388 PO-230028 23375388 PO-230028 23375388 PO-230028 23375388 PO-230028 23375388 PO-230028	34.88- 981.71 10.90- 1,092.65 15.59- 10.49- 14.46- 24.75- 8.33-	N N N N N N N N N

1YX6-4MKR-RDGX	ISLE SUPPLIES	10/06/2022	23375388	PO-230028	115.66-	N
1T74-GNGN-CGWG	CREDIT	10/06/2022	23375388	PO-230028	8.98-	N
1M7M-7RMM-CGCC	CREDIT	10/06/2022	23375388	PO-230028	33.32-	N
1TLN-RM9M-CJ3P	CREDIT	10/06/2022	23375388	PO-230028	19.18-	N
19WQ-6GM3-YK1Y	CREDIT	10/06/2022	23375388	PO-230028	18.25-	N
1F3K-1P1T-PPTY	CREDIT	10/06/2022	23375388	PO-230096	39.98-	N
1YPM-PLR7-P143	MAINT SUPPLIES	10/06/2022	23375388	PO-230096	2,836.04	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015430 AMAZON (Continued...)		1FR7-FXJR-JWDF TRANS SUPPLIES	10/06/2022	23375388 PO-230150	14.05	N
		1F3K-1P1T-M6XH ED SV SUPPLIES	10/06/2022	23375378 PO-230264	134.25	N
		13NV-W7LJ-P3KV SP ED SUPPLIES	10/06/2022	23375388 PO-230265	259.34	N
		1X6N-PLR7-VCC6 RMS SUPPLIES	10/06/2022	23375400 PV-230241	765.20	N
		1VNT-L44N-69FY DHW SUPPLIES	10/06/2022	23375400 PV-230242	1,296.58	N
		1VYQ-QYXQ-YXR4 DHW SUPPLIES	10/06/2022	23375400 PV-230242	2,351.70	N
		1CVJ-P9QM-1KVR DHS SUPPLIES	10/06/2022	23375400 PV-230242	427.25	N
		11J3-6TRV-PTXM ST PRSCL SUPPLS	10/06/2022	23375412 PV-230242	165.02	N
		13NV-W7LJ-P6CD RVHS SUPPLIES	10/25/2022	23378683 PO-230033	333.96	N
		1FR7-FXJR-K4XQ BATES SUPPLIES	10/25/2022	23378686 PO-230154	456.10	N
		19JX-TDQY-PFM1 ED SV SUPPLIES	10/25/2022	23378683 PO-230179	596.70	N
		1F3K-1P1T-N1L9 RMS SUPPLIES	10/25/2022	23378683 PO-230214	45.69	N
		1F3K-1P1T-N1L9 RMS SUPPLIES	10/25/2022	23378683 PO-230214	72.97	N
		1FR7-FXJR-Q1YD RVHS SUPPLIES	10/25/2022	23378683 PO-230221	1,046.82	N
		1NMF-1KHN-V93W CREDIT	10/25/2022	23378683 PO-230221	17.29	N
		1C74-CVH9-R1FR CREDIT	10/25/2022	23378683 PO-230221	25.54	N
		1C74-CVH0-PWJT CREDIT	10/25/2022	23378683 PO-230221	29.04	N
		11XT-4JFP-LRLG RMS SUPPLIES	10/25/2022	23378686 PO-230227	371.78	N
		1NHJ-3RMX-L4MQ RMS BOOKS	10/25/2022	23378683 PO-230228	276.48	N
		1VL4-KHJC-J4JH RMS SUPPLIES	10/25/2022	23378683 PO-230229	217.59	N
		1VL4-KHJC-J4JH RMS SUPPLIES	10/25/2022	23378683 PO-230229	145.02	N
		1W34-27LR-KVCH RMS SUPPLIES	10/25/2022	23378683 PO-230238	68.39	N
		1W34-27LR-KVCH RMS SUPPLIES	10/25/2022	23378683 PO-230238	98.46	N
		13NV-W7LJ-LKYQ RVHS SUPPLIES	10/25/2022	23378683 PO-230257	544.32	N
		1FR7-FXJR-MPH1 BUS OFF SUPPLIE	10/25/2022	23378694 PV-230294	29.64	N
		1F3K=1P1T-FQ-FM LAPTOP	10/25/2022	23378694 PV-230294	870.95	N
		1TG9-QG13-VF47 CAFE SUPPLIES	10/25/2022	23378700 PV-230294	101.72	N
015007 AMS.NET C/O FREMONT BANK PO BOX 4933 HAYWARD, CA 94540-4933	1,375.00	59395 RVHS IP SPEAKERS LABOR	10/11/2022	23376184 PV-230253	1,375.00	N
(0) - 0						N
013806 ANTIOCH GLASS 1207 AUTO CENTER DRIVE ANTIOCH, CA 94509	1,129.25	75541 TRANS SERV	10/06/2022	23375399 PV-230240	1,129.25	N
(925) 777-9191		N CONCORD GLASS				

VIELHAUER CONF	10/20/2022	23378052	PV-230293	75.00	N
PRECIADO CONF REFUND	10/20/2022	23378052	PV-230293	449.00-	N
DHS CHECKS	10/20/2022	23378052	PV-230293	760.31	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015688 BARBIERI, TRACY 4044 ANEDON CIRCLE SACRAMENTO, CA 95826	191.43	SEPT MILEAGE	10/18/2022	23377392 TC-230067	191.43	N
(0) - 0						N
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	6,239.41	ISLE DHW RMS WG	10/11/2022 10/11/2022 10/11/2022 10/11/2022	23376185 PV-230254 23376185 PV-230254 23376185 PV-230254 23376185 PV-230254	230.46 222.48 2,300.94 157.10	N N N N
(209) 465-1986		N BALCO HOLDINGS	10/11/2022	23376185 PV-230254	86.79	N
		DO	10/11/2022	23376185 PV-230254	109.76	N
		DO	10/11/2022	23376185 PV-230254	2,349.01	N
		RVHS	10/11/2022	23376185 PV-230254	782.87	N
015204 BROOKCREST WATER COMPANY 1908 D ST SACRAMENTO, CA 95811-1123	155.95	ASP WATER BATES/MOKE/WG WATER	10/11/2022 10/11/2022	23376160 PO-230049 23376160 PO-230049	95.35 60.60	N N
(916) 441-7261		N WATERCO OF CAL				
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815	253.11	STALEDATE RPLMNT 99331358	10/04/2022	23374872 PV-230226	253.11	N
(916) 923-0500						N
014593 BUENROSTRO, KRISTINA 4765 BROOMTAIL CT ANTIOCH, CA 94531	37.25	SEPT MILEAGE	10/27/2022	23379443 TC-230082	37.25	N
(0) - 0						N
015701 BURCH, AMANDA 5915 KENNETH AVE #5 CARMICHAEL, CA 95608	106.25	SEPT MILEAGE	10/27/2022	23379444 TC-230083	106.25	N
(530) 739-3388						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014663 BURKE WILLIAMS & SORENSEN LLP 444 SOUTH FLOWER ST #2400 LOS ANGELES, CA 90071-2953 (213) 236-0600 Y	90.00	290509 ATTY FEES	10/11/2022	23376186 PV-230255	90.00	Y
015218 BUSCH, TAMMY 221 REDSTONE CIRCLE SUISUN CITY, CA 94585 (559) 679-6957 N	358.25	JULY-OCT MILEAGE	10/18/2022	23377393 TC-230068	358.25	N
015255 BUSLOOP 2401 E. ORANGEBURG AVE SUITE 675-225 MODESTO, CA 95355 (510) 209-6691 N	7,050.00	10072022B 08192022E RVHS SPORT 09092022E 08192022E RVHS SPORT 08192022E RVHS SPORTS BUS 10072022B RVHS FTBL BUS	10/18/2022 10/18/2022 10/18/2022 10/27/2022	23377364 PO-230168 23377364 PO-230168 23377364 PO-230168 23379431 PO-230168	1,700.00 1,700.00 1,900.00 1,750.00	N N N N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745 (209) 531-3928 N	90.35	36702 PARTS	10/11/2022	23376161 PO-230177	90.35	N
014977 CA STATE UNIVERSITY SACRAMENTO 6000 J. STREET MS 6052 SACRAMENTO, CA 95819-6010 (0) - 0 N	500.00	FABIAN CASTILLO SCHLRSHIP	10/27/2022	23379432 PO-230321	500.00	N
015008 CADA CENTRAL 3121 PARK AVENUE SUITE C SOQUEL, CA 95073 (831) 464-4891 N	150.00	M. GRECO MMBRSHIP RIVERVIEW	10/27/2022	23379433 PO-230319	150.00	N
003681 CALIFORNIA AMERICAN WATER	814.14	ISLE WATER SERVICE	10/04/2022	23374860 PO-230053	814.14	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	1,306.29	ISLE WASTE	10/20/2022	23378032 PO-230052	1,306.29	N
014242 CAMACHO MECHANICAL 618 A AIRPORT RD RIO VISTA, CA 94571 (209) 607-9807 Y DAVID CAMACHO	1,188.89	8594/8595/8574 HVAC SERV	10/04/2022	23374861 PO-230283	1,188.89	Y
015654 CAPITAL KIDS OCCUPATIONAL THERAPY INC. 5340 ELVAS AVENUE SUITE #300 SACRAMENTO, CA 95819 (916) 296-4616 N	7,009.20	212433/212432 OCC THERAPY SRV CK2122417 OCC THERAPY	10/04/2022 10/18/2022	23374862 PO-230254 23377365 PO-230254	3,429.60 3,579.60	N N
013918 CENGAGE LEARNING 10650 TOEBBEN DRIVE INDEPENDENCE, KY 41051 (800) 354-9706 N	247.30	79206941 DHW BOOKS 79206941 SHIPPING 79340118 SHIPPING 79340118 TEXTBOOKS 79204447 ED SV BOOKS	10/04/2022 10/04/2022 10/18/2022 10/18/2022 10/20/2022	23374849 PO-230210 23374849 PO-230210 23377360 PO-230269 23377360 PO-230269 23378044 PV-230286	100.23 9.20 7.80 84.97 45.10	N N N N N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 N	2,026.38	BATES, MOKE, WG WASTE SERV	10/20/2022	23378033 PO-230055	2,026.38	N
015114 CIF STATE OFFICE 4658 DUCKHORN DR SACRAMENTO, CA 95834 (0) - 0 N	329.12	CIFSJS-852 FEES	10/06/2022	23375401 PV-230243	329.12	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770	411.05	92200 ISLETON SEWER	10/06/2022	23375389 PO-230015	411.05	N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571 (0) - 0	12,531.02	RV SEWER RV WATER	10/18/2022 10/18/2022	23377366 PO-230014 23377366 PO-230014	5,903.15 6,627.87	N N
		N RIO VISTA FIRE				
014694 CLARK, KATE 3120 SHERIDAN WAY STOCKTON, CA 95219 (0) - 0	34.43	SEPT MILEAGE	10/11/2022	23376200 TC-230054	34.43	N
014575 COMPANION CORPORATION 1831 FORT UNION BLVD SALT LAKE CITY, UT 84121 (800) 943-6439	1,400.00	123887 TEXTBOOK TRACKER	10/04/2022	23374850 PO-230292	1,400.00	N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357 (704) 936-1722	9,905.81	10000428441 NETWORK 10000428441 NETWORK 10000428441 NETWORK	10/11/2022 10/11/2022 10/11/2022	23376187 PV-230256 23376187 PV-230256 23376187 PV-230256	4,413.87- 10,749.71 3,569.97	N N N
014596 COOPERATIVE STRATEGIES 8955 RESEARCH DRIVE IRVINE CA, CA 92618 (949) 250-8300	7,875.00	2022260 DEV. FEE STUDY 2022410 DEVELPR FEE STUDY	10/04/2022 10/18/2022	23374863 PO-230060 23377367 PO-230060	5,000.00 2,875.00	7 7
		Y COOPERATIVE ST				
015726 CORNELSON, ROYCE	81.00	DHS MILEAGE	10/25/2022	23378703 TC-230076	81.00	N

PO BOX 1373
WILLOW CREEK, CA 95573

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014569 CPI 10850 W. PARK PLACE SUITE 250 MILWAUKEE, WI 53224 (888) 426-2184 N	1,208.37	306898 CPI WORKBOOKS	10/06/2022	23375379 PO-230182	1,208.37	N
015226 CULLIGAN OF NAPA VALLEY 1429 ILLINOIS STREET ST# 1 FAIRFILED, CA 94533 (707) 558-1000 N	89.60	RVHS/DO DRINKING WATER	10/11/2022	23376162 PO-230036	89.60	N
013476 CURRICULUM ASSOCIATES PO BOX 936600 ATLANTA, GA 31193-6600 (800) 225-0248 Y	52.50	90205832 BRIGANCE PROTOCOLS	10/04/2022	23374851 PO-230202	52.50	Y
013876 DATAPATH PO BOX 94046 SEATTLE, WA 98124-9446 (888) 693-2827 N	29,425.94	157669 SP ED LAPTOP 156901 RVHS BATTERY BACKUPS 156901 RVHS BATTERY BACKUPS 157804 BACKUP STORAGE 157934 MONTHLY IT SERVICES 157934 MONTHLY IT SERVICES 157934 MONTHLY IT SERVICES 157804 MICROSOFT 365 157803 MONTHLY IT SERVICES 157803 MONTHLY IT SERVICES 157803 MONTHLY IT SERVICES 157803 MONTHLY IT SERVICES 158071 DHW BATTERY BACKUP	10/04/2022 10/06/2022 10/06/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/25/2022 10/25/2022 10/25/2022 10/25/2022	23374852 PO-230204 23375402 PV-230244 23375402 PV-230244 23376163 PO-230017 23376163 PO-230067 23376173 PO-230067 23376175 PO-230067 23376188 PV-230257 23378687 PO-230067 23378691 PO-230067 23378692 PO-230067 23378684 PO-230263	1,109.18 26.00 283.33 450.00 10,673.96 627.88 1,246.16 2,262.50 10,673.96 627.88 1,246.16 198.93	N N N N N N N N N N N N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 N	3,343.76	77689005 DO SAVIN LEASE 77993607 DO LEASE 77984868 BATES LEASE 77989702 DO LEASE 77952968 F5 LEASE 77952910 WG LEASE	10/04/2022 10/27/2022 10/27/2022 10/27/2022 10/27/2022 10/27/2022	23374873 PV-230227 23379439 PV-230302 23379439 PV-230302 23379439 PV-230302 23379439 PV-230302 23379439 PV-230302	794.67 794.67 1,059.08 447.51 80.82 167.01	N N N N N N
002819 DELTA CARE	75.50	OCT 22 SUMMER HEALTH PREMIUMS	10/11/2022	23376189 PV-230258	75.50	N

DEPT #0170
LOS ANGELES, CA 90084-0170

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335	254,518.00	SEPTEMBER TAX IN LIEU	10/04/2022	23374874 PV-230228	254,518.00	N
015214 DIAZ, JOSEPH 99 HAMILTON AVE RIO VISTA, CA 94571 (0) - 0	93.00	SEPT MILEAGE	10/04/2022	23374886 TC-230045	93.00	N
015248 DIXON SMARTSCHOOLHOUSE 4 VIA CANCION SAN CLEMENTE, CA 92673 (0) - 0	1,181.25	1396 PROF SERVICES	10/04/2022	23374866 PO-230064	1,181.25	N
012695 DOCUMENT TRACKING SERVICES 10606 CAMINO RUIZ #8-132 SAN DIEGO, CA 92126 (858) 784-0967	4,650.00	9457103 DOCUMENT TRACKING SERV	10/04/2022	23374853 PO-230293	4,650.00	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 (0) - 0	9,094.16	296815/295779/296146 FUEL	10/06/2022	23375390 PO-230103	9,094.16	N
015659 EDWARDS, STEVENS, AND TUCKER 333 UNIVERSITY AVE. #200 SACRAMENTO, CA 95825 (916) 565-7697	19,756.00	4483 ATTY FEES 4483 ATTY FEES 4483 ATTY FEES 4483 ATTY FEES	10/18/2022 10/18/2022 10/18/2022 10/18/2022	23377378 PV-230270 23377378 PV-230270 23377378 PV-230270 23377378 PV-230270	213.50 3,127.00 5,015.00 11,400.50	Y Y Y Y
010042 EMIGH, JENNIFER	391.22	ED SV SUPPLIES	10/04/2022	23374887 TC-230046	53.97	N

315 RANIER COURT
RIO VISTA, CA 94571

SEPT/OCT MILEAGE

10/11/2022 23376201 TC-230055

337.25 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015690 EUSTACHY, EMILY 2200 BARCELONA COURT BRENTWOOD, CA 94513	32.99	DHW SUPPLIES	10/25/2022	23378704 TC-230077	32.99	N
(0) - 0						N
013913 FLORAL FRESH 1127 FEE DRIVE SACRAMENTO, CA 95815	235.99	1293352 DHS AG SUPPLIES 1293352 DHS AG SUPPLIES	10/06/2022 10/06/2022	23375391 PO-230243 23375391 PO-230243	117.99 118.00	N N
(916) 504-3591						N
014870 FORTUNA UNION HS DISTRICT C/O SANDY DALE 379 12TH STREET FORTUNA, CA 95540	285.00	T. YATES AG PROF INST T. YATES AG PROF INST	10/04/2022 10/04/2022	23374854 PO-230237 23374854 PO-230237	142.50 142.50	N N
(707) 725-4461						N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	13,261.45	BIIG NETWORK 060117-8 DIST WIDE PHONE SERV 070121-8 BIIG 707-374-2995 FAX LINE 12 MTHS	10/06/2022 10/11/2022 10/18/2022 10/20/2022	23375403 PV-230245 23376164 PO-230016 23377379 PV-230271 23378034 PO-230016	3,128.11 4,056.59 1,586.65 4,490.10	N N N N
(0) - 0						N
015671 GEOLINKS CALIFORNIA INTERNET 251 CAMARILLO RANCH RD CAMARILLO, CA 93012	69.70	BD0107469 BATES FIBER BD0107469 BATES FIBER	10/06/2022 10/06/2022	23375404 PV-230246 23375404 PV-230246	627.30 697.00	N N
(0) - 0						N
015699 GORBENKO, VADIM 2811 ATLAS AVENUE SACRAMENTO, CA 95820	290.37	SEPT MILEAGE	10/11/2022	23376202 TC-230056	290.37	N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479	717.99	9451591516 MAINT SUPPLIES 9451281787 MAINT SUPPLIES	10/20/2022 10/20/2022	23378031 PO-230112 23378031 PO-230112	524.32 193.67	N N
(916) 372-7800		N W.W. GRAINGER				
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690-	27.52	13112 TRANS PARTS	10/20/2022	23378035 PO-230174	27.52	N
(916) 776-1744		N THE LYMAN GROU				
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162	4,850.00	SEPT PROF SERVICES	10/18/2022	23377380 PV-230272	4,850.00	Y
(916) 640-3533		Y				
014525 HEALTH CONNECTED 763 GREEN STREET EAST PALO ALTO, CA 94030	3,430.77	2058 HEALTH CURRICULUM 2058 HEALTH TRAINING	10/04/2022 10/04/2022	23374855 PO-230271 23374855 PO-230272	2,205.77 1,225.00	N N
(650) 367-1937		N				
015210 HKIT 538 NINTH ST #240 OAKLAND, CA 94607	85,914.90	#2-21041.00 PROF DESIGN #2-21040.00 PROF DESIGN #1-21042.00 PROF DESIGN #3-21041.00 DHS PROF DESIGN #3 21010.00 RVHS PROF DESIGN	10/11/2022 10/11/2022 10/11/2022 10/18/2022 10/18/2022	23376180 PO-230001 23376176 PO-230003 23376176 PO-230005 23377373 PO-230001 23377370 PO-230003	20,747.16 20,352.18 3,716.22 20,747.16 20,352.18	N N N N N
(510) 625-9800		N				
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047	4,076.61	MAINT SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES RVHS AG SUPPLIES RVHS AG SUPPLIES RVHS WOODSHOP RVHS WOODSHOP	10/25/2022 10/25/2022 10/25/2022 10/25/2022 10/25/2022 10/25/2022 10/25/2022	23378688 PO-230108 23378688 PO-230241 23378688 PO-230241 23378688 PO-230266 23378688 PO-230266 23378688 PO-230267 23378688 PO-230267	870.49 639.72 639.71 635.10 635.10 328.24 328.25	N N N N N N N
(0) - 0		N				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013947 HOME DEPOT PRO	4,220.12	707994398 CUST SUPPLIES	10/11/2022	23376165 PO-230148	351.31	N
PO BOX 742056		709209977 CUST SUPPLIES	10/11/2022	23376165 PO-230148	517.85	N
LOS ANGELES, CA 90074-2056		705763415 CUST SUPPLIES	10/11/2022	23376165 PO-230148	232.84	N
		709379556 CUST SUPPLIES	10/11/2022	23376165 PO-230148	23.24	N
(877) 577-1114		709379564 CUST SUPPLIES	10/11/2022	23376165 PO-230148	90.93	N
		706774130 CUST SUPPLIES	10/11/2022	23376165 PO-230148	221.88	N
		706774148 CUST SUPPLIES	10/11/2022	23376165 PO-230148	519.14	N
		705946424 CUST SUPPLIES	10/11/2022	23376165 PO-230148	49.52	N
		707915203 CUST SUPPLIES	10/11/2022	23376165 PO-230148	73.96	N
		708901400 CUST SUPPLIES	10/11/2022	23376165 PO-230148	107.35	N
		705946432 CUST SUPPLIES	10/11/2022	23376165 PO-230148	19.11	N
		706949732 CUST SUPPLIES	10/11/2022	23376165 PO-230148	63.10	N
		710144999 CUST SUPPLIES	10/20/2022	23378036 PO-230148	129.08	N
		709671515 CUST SUPPLIES	10/20/2022	23378036 PO-230148	107.35	N
		709605752 CUST SUPPLIES	10/20/2022	23378036 PO-230148	53.67	N
		710068792 CUST SUPPLIES	10/20/2022	23378036 PO-230148	63.10	N
		710321951 CUST SUPPLIES	10/20/2022	23378036 PO-230148	30.52	N
		710144981 CUST SUPPLIES	10/20/2022	23378036 PO-230148	1,377.93	N
		709816797 CUST SUPPLIES	10/20/2022	23378036 PO-230148	11.97	N
		711563411 CUST SUPPLIES	10/27/2022	23379434 PO-230148	13.25	N
		711563395 CUST SUPPLIES	10/27/2022	23379434 PO-230148	1.77	N
		711317800 CUST SUPPLIES	10/27/2022	23379434 PO-230148	50.00	N
		711563379 CUST SUPPLIES	10/27/2022	23379434 PO-230148	13.96	N
		711563387 CUST SUPPLIES	10/27/2022	23379434 PO-230148	3.53	N
		711563403 CUST SUPPLIES	10/27/2022	23379434 PO-230148	7.76	N
		711317818 CUST SUPPLIES	10/27/2022	23379434 PO-230148	28.69	N
		711317792 CUST SUPPLIES	10/27/2022	23379434 PO-230148	57.31	N
002180 HORIZON DISTRIBUTORS	382.30	2B196496 MAINT SUPPLIES	10/25/2022	23378689 PO-230110	382.30	N
PO BOX 80248						
CITY OF INDUSTRY, CA 91716-8248						
(209) 931-8555						N
012272 HOUGHTON MIFFLIN HARCOURT	6,007.63	955707212 RVHS WORKBOOKS	10/04/2022	23374856 PO-230126	380.80	N
PUBLISHING COMPANY		955707212 SHIPPING	10/04/2022	23374856 PO-230126	55.68	N
222 BERKELEY STREET		710251361 SHIPPING	10/11/2022	23376159 PO-230102	652.50	N
BOSTON, MA 02116		230102 TEXTBOOKS	10/11/2022	23376159 PO-230102	4,918.65	N
(800) 225-5425						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013807 HUBERT COMPANY LLC 9555 DRY FORK ROAD HARRISON, OH 45030	1,230.97	848794/847414 CAFE SUPPLIES 848794/847414 CAFE SUPPLIES 848794/847414 CAFE SUPPLIES	10/25/2022 10/25/2022 10/25/2022	23378701 PV-230300 23378701 PV-230300 23378701 PV-230300	518.77 193.43 518.77	N N N
(800) 543-7374		N K + K AMERICA				
014548 HUNTER, RENEE 10005 RIVER MIST WAY RANCHO CORDOVA, CA 95670	162.31	SEPT MILEAGE	10/11/2022	23376203 TC-230057	162.31	N
(0) - 0		N				
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206	8,298.95	3599266 INSTLATN/FREIGHT 3599266 BUS OFF DESKS 3599267 INSTLATION/FREIGHT 3599267 DO OFFICE FURN 3603503 BUS OFF LATERAL FILES	10/06/2022 10/06/2022 10/06/2022 10/06/2022 10/18/2022	23375380 PO-220921 23375380 PO-220921 23375380 PO-230012 23375380 PO-230012 23377361 PO-230294	1,250.00 4,655.22 195.00 917.77 1,280.96	N N N N N
(707) 374-4037		N				
014824 J & D WHOLESale 2810 COWELL BLVD DAVIS, CA 95618	578.50	6302727 RVHS SUPPLIES 6302727 RVHS SUPPLIES 6302840 FLORAL SUPPLIES 6302840 FLORAL SUPPLIES	10/06/2022 10/06/2022 10/18/2022 10/18/2022	23375392 PO-230277 23375392 PO-230277 23377368 PO-230277 23377368 PO-230277	204.50 204.50 84.75 84.75	N N N N
(530) 747-2300		N				
014869 JOSEPHS LAWNMOWER 1551 OAK PARK BLVD PLEASANT HILL, CA 94523	402.03	339452 MAINT PARTS	10/06/2022	23375393 PO-230111	402.03	N
(925) 935-7240		N				
015251 KEYANALYTICS 555 CORPORATE DRIVE #100 LAERA RANCH, CA 92694	10,500.00	2022-055B PROJECT TRACKING 2022-055B PROJECT TRACKING	10/11/2022 10/11/2022	23376177 PO-220548 23376181 PO-220548	7,980.00 2,520.00	N N
(0) - 0		N C FINANCIAL IN				
015681 KIWAN, MICHEL 4120 DOUGLAS BLVD	383.57	REIMB SUPPLIES REIMB SUPPLIES	10/18/2022 10/18/2022	23377394 TC-230069 23377394 TC-230069	61.35 108.23	N N

GRANITE BAY, CA 95746

REIMB SUPPLIES

10/18/2022 23377394 TC-230069

213.99 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900	330.00	3423 UHF SERVICES TRANS	10/06/2022	23375394 PO-230122	330.00	7
		Y LA RUE, KNOX J				
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895 (800) 424-4772	597.04	403972082222 ISLE RUG	10/27/2022	23379440 PV-230303	597.04	N
		N				
015512 LEAF PO BOX 5066 HARTFORD, CT 06102-5066 (866) 219-7924	1,868.76	13797414 DHW LEASE 13797415 DHS LEASE	10/06/2022 10/06/2022	23375405 PV-230247 23375405 PV-230247	771.34 1,097.42	N N
		N				
014670 LEARNING WITHOUT TEARS 806 W DIAMOND AVE #230 GAITHERSBURG, MD 20878 (888) 983-8409	422.76	153955 ISLE SUPPLIES 152879 ISLE SUPPLIES	10/06/2022 10/06/2022	23375381 PO-230104 23375381 PO-230127	269.33 153.43	N N
		N				
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399	346.59	#133 RMS SUPPLIES #175 DHW SUPPLIES #133 RDHS SUPPLIES	10/20/2022 10/20/2022 10/25/2022	23378037 PO-230137 23378045 PV-230287 23378695 PV-230295	24.60 285.64 36.35	N N N
		N				
015183 LOPEZ, LUIS PO BOX 237 HOOD, CA 95639 (0) - 0	111.55	SEPT MILEAGE	10/11/2022	23376204 TC-230058	111.55	N
		N				
013206 LOWE'S 8369 POWER INN ROAD	1,801.77	MAINT SUPPLIES	10/11/2022	23376166 PO-230109	1,801.77	N

ELK GROVE, CA 95624-3464

(866) 232-7443

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014487 MARI INC. PO BOX 60726 PASADENA, CA 91116 (800) 955-9494	977.40	107112 ISLE SUPPLIES	10/06/2022	23375382 PO-230031	977.40	N
014819 MAVERICK NETWORKS INC. 7060 KOLL CENTER PKWY#318 PLEASANTON, CA 94566 (925) 931-1900	320.00	2201065/2201130 PHONE REPAIR	10/18/2022	23377381 PV-230273	320.00	N
015110 MAYNARD, NIKKA 4545 BEACON COURT RIO VISTA, CA 94571 (0) - 0	25.25	SEPT MILEAGE	10/04/2022	23374892 TC-230051	25.25	N
014107 MCCARTY, MELADEE 9217 VERVAIN WAY SACRAMENTO, CA 95829-8733 (209) 601-2940	1,200.00	SP ED PROF SERV	10/06/2022	23375395 PO-230255	1,200.00	Y
011391 MCGRAW HILL SCHOOL DIVISION 2700 YGNACIO VALLEY ROAD SUITE 200 WALNUT CREEK, CA 94598 (925) 947-6000	151.36	12532475001 ED SV BOOKS	10/06/2022	23375387 PO-230239	151.36	N
012735 MCKINLEY ELEVATOR CORP. 555 FULTON ST SUITE 202 SAN FRANCISCO, CA 94102 (415) 626-9951	657.69	156155 RVHS ELEVATOR SERV	10/04/2022	23374875 PV-230229	657.69	N
015270 MEDIWASTE	265.17	203641 MEDIWASTE DISPOSAL	10/11/2022	23376168 PO-230129	265.17	N

PO BOX 6579
CORONA, CA 92878

(855) 449-6334

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014826 MITCHELL, LISA 1030 S. HUTCHINS ST # 4-404 LODI, CA 95240 (0) - 0 N	46.51	REIMB	10/25/2022	23378705 TC-230078	46.51	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000 N MCGRATH RENTCO	1,250.00	2330632 RMS MODULAR LEASE 2342893 RMS MODULAR LEASE	10/04/2022 10/27/2022	23374867 PO-230090 23379438 PO-230090	625.00 625.00	N N
015721 MONTZINGO, AUNDRIEA PO BOX 387 COURTLAND, CA 95615 (916) 342-5977 N	101.53	DHS SPORTS FUEL	10/11/2022	23376205 TC-230059	101.53	N
015169 MORGAN, DENISE 15134 GRAND ISLAND RD WALNUT GROVE, CA 95690 (916) 207-1591 N	600.00	REIMB	10/18/2022	23377382 PV-230274	600.00	N
015696 NORTHERN CALIFORNIA PREPARATORY SCHOOL PO BOX 2761 ELK GROVE, CA 95759 (0) - 0 N	3,097.50	5017/5032 NPS FEES	10/06/2022	23375396 PO-230256	3,097.50	N
014246 NORTHWEST EVALUATION ASSOCIATI po box 2745 PORTLAND, OR 97208-2745 (503) 548-5259 N	75.00	B4NYCG569S EMIGH TRAINING	10/11/2022	23376190 PV-230259	75.00	Y
014016 O'REILLY AUTO PARTS	103.02	1468127 TRANS SUPPLIES	10/11/2022	23376191 PV-230260	103.02	N

233 S PATTERSON
SPRINGFIELD, MO 65802

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N O'REILLY AUTOM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137 (800) 228-0475 N OTC DIRECT INC	75.75	714075232.04 ASP SUPPLIES	10/25/2022	23378696 PV-230296	75.75	N
013344 ORIGEL, ANA 6 ROLLING PLACE RIO VISTA, CA 94571 (0) - 0 N	283.16	STALEDATE 514867	10/18/2022	23377395 TC-230070	283.16	N
014454 OROZCO, PRITIKA 14216 SHOP STREET WALNUT GROVE, CA 95690 (916) 491-0657 N	997.50	AUG/SEPT MILEAGE	10/11/2022	23376206 TC-230060	997.50	N
015692 PANDI, BRAMARAMBA 15325 CALLE SUENO MORGAN HILL, CA 95037 (0) - 0 N	13.07	RMS SUPPLIES RMS SUPPLIES	10/11/2022 10/11/2022	23376207 TC-230061 23376207 TC-230061	5.23 7.84	N N
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780 (714) 573-0900 Y PARKER & COVE	14,302.50	75356 ATTY FEES 75356 ATTY FEES 75437 ATTY FEES	10/04/2022 10/04/2022 10/27/2022	23374877 PV-230230 23374877 PV-230230 23379442 PV-230304	8,575.00 4,527.50 1,200.00	Y Y Y
013692 PATIN, ANGELA 633 MADERE STREET RIO VISTA, CA 94571 (707) 628-4406 N	168.31	SETP MILEAGE	10/11/2022	23376208 TC-230062	168.31	N
015261 PCR CONSULTING	490.63	RD11 PROF SERV	10/25/2022	23378697 PV-230297	490.63	N

4041 SOQUEL DRIVE, STE A-1
SOQUEL, CA 95073

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259 (800) 627-7271	1,198.50	85500 SP ED LICENSE 85500 SP ED LICENSE 85500 SP ED LICENSE 19999347 SP ED LICENSES	10/04/2022 10/04/2022 10/04/2022 10/27/2022	23374876 PV-230231 23374876 PV-230231 23374876 PV-230231 23379441 PV-230305	825.00 67.03 67.03 373.50	N N N N
015698 PENDER, THOMAS 9744 PHILTA WAY ELK GROVE, CA 95757 (707) 616-8969	2,956.12	811054 PROV DVLPMNT TRAINING 811054 PROV DVLPMNT TRAINING 811055 PROF DVLPMNT TRNING	10/06/2022 10/06/2022 10/27/2022	23375397 PO-230251 23375397 PO-230251 23379435 PO-230251	692.93 692.94 1,570.25	Y Y Y
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605 (0) - 0	67,966.34	DIST WIDE ELECTRIC RADIO RIO ELECT	10/04/2022 10/06/2022	23374864 PO-230037 23375406 PV-230248	67,939.03 27.31	N N
013554 POINT QUEST EDUCATION 9355 E STOCKTON BLVD STE 225 ELK GROVE, CA 95624 (916) 422-0571	23,283.75	537965 NPS 1803 1 ON 1 AIDS 738105 NPS 738088 NPS	10/11/2022 10/11/2022 10/11/2022 10/11/2022	23376192 PV-230261 23376192 PV-230261 23376192 PV-230261 23376192 PV-230261	5,800.00 7,108.75 300.00 10,075.00	N N N N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866	15,457.92	8104 SPEECH THERAPY	10/18/2022	23377383 PV-230275	15,457.92	7
012529 RGM KRAMER INC. 3230 MONUMENT WAY CONCORD, CA 94518 (0) - 0	30,073.58	8472 WG FIRE ALARM 8473 DHS CAFE MODERNIZATION 8474 RVHS PROJECT 8475 RMS PARKING/DROP OFF 8476 WG PROJECT 8477 CMS RPLC PORTABLE 8484 PROJ MNGMNT 8484 PROJ MNGMNT	10/18/2022 10/18/2022 10/18/2022 10/18/2022 10/18/2022 10/18/2022 10/18/2022 10/18/2022	23377374 PO-220919 23377374 PO-230002 23377371 PO-230004 23377371 PO-230006 23377374 PO-230008 23377371 PO-230039 23377371 PO-230081 23377374 PO-230081	3,800.00 4,425.00 5,325.00 843.75 2,800.00 7,663.50 2,199.06 694.44	N N N N N N N N

8486 DHW PROJECT
8485 WG PROJECT

10/20/2022 23378050 PV-230292
10/20/2022 23378051 PV-230292

1,265.86 N
1,056.97 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000313 RIO VISTA CARE 125 SACRAMENTO STREET P.O. BOX 576 RIO VISTA, CA 94571 (0) - 0 N	5,000.00	#1 COUNSELING SERV	10/27/2022	23379436 PO-230295	5,000.00	N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0 N	1,669.90	DO /RMS WASTE SERVICE DHW WASTE SERV	10/11/2022 10/20/2022	23376167 PO-230056 23378038 PO-230056	777.00 892.90	N N
010048 RIVER DELTA REVOLVING FUND 445 MONTEZUMA ST RIO VISTA, CA 94571 (0) - 0 N	2,982.19	4150 NOTICE OF EXMPTN 4151 W. HUTCHINS RPLCMNT CHECK	10/14/22 10/18/2022 10/20/2022	23377391 PV-230276 23378046 PV-230288	50.00 2,932.19	N N
014982 RIVERA-GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690 (916) 270-5670 N	135.75	SEPT MILEAGE	10/11/2022	23376209 TC-230063	135.75	N
014967 RIVERSIDE INSIGHTS ONE PIERCE PLACE #900W ITASCA, IL 60143 (0) - 0 Y	1,118.05	138508 SHIPPING 138508 SP ED SUPPLIES	10/06/2022 10/06/2022	23375383 PO-230258 23375383 PO-230258	94.00 1,024.05	Y Y
014784 ROMAN, ANA 10 E 3RD ST ISLETON, CA 95641 (0) - 0 N	75.31	SEPT MILEAGE	10/11/2022	23376210 TC-230064	75.31	N
013667 ROSE-WRIGHT, DENISE	38.27	IND STUDY REIMB	10/04/2022	23374888 TC-230047	11.89	N

PO BOX 69
RIO VISTA, CA 94571

RDHS REIMB

10/25/2022 23378706 TC-230079

26.38 N

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010354 ROSS RECREATION EQUIPMENT CO 100 BRUSH CREEK ROAD SUITE 101 SANTA ROSA, CA 95404 (707) 538-3800 N	668.78	I21380 MAINT SUPPLIES	10/20/2022	23378047 PV-230289	668.78	N
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571 (0) - 0 N	49.95	RMS REIMB	10/25/2022	23378707 TC-230080	49.95	N
014433 RYLAND CONSULTING 8334 PARUS WAY GRANITE BAY, CA 95746 (916) 652-7165 N	525.00	3537/3367 FISCAL CONSULTING	10/25/2022	23378685 PO-230062	525.00	N
012885 SALOMON, TRISHA 50 YOSEMITE DRIVE RIO VISTA, CA 94571 (0) - 0 N	68.75	MILEAGE	10/18/2022	23377396 TC-230071	68.75	N
015134 SAVVAS LEARNING COMPANY PO BOX 409496 ATLANTA, GA 30384-9496 (0) - 0 Y GATEWAY EDUCAT	15,728.71	4026757847 SHIPPING 4026757847 DHS BOOKS 4026791984 SHIPPING 4026791984 BATES BOOKS 4026799701 DHW BOOKS 4026808627 BATES BOOKS 4026808434 DHW BOOKS 4026791659 ED SV BOOKS	10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/06/2022 10/06/2022 10/06/2022 10/06/2022	23374857 PO-230075 23374857 PO-230075 23374865 PO-230193 23374865 PO-230193 23375384 PO-230187 23375384 PO-230222 23375384 PO-230224 23375407 PV-230249	556.40 7,565.30 32.35 2,687.55 3,404.80 1,161.37 64.75 256.19	Y Y Y Y Y Y Y Y
003501 SCHOLASTIC INC 2931 EAST MCCARTY STREET JEFFERSON CITY, MO 65101 (800) 724-6527 N	1,681.02	M7315885 MAGAZINES RMS	10/04/2022	23374858 PO-230166	1,681.02	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002847 SCHOOL MATE P.O. BOX 2110 KEARNEY, NE 68848-2110 (800) 516-8339	666.00	581673/581716 ISLE SUPPLIES 581673/581716 ISLE SUPPLIES 581673/581716 ISLE SUPPLIES	10/06/2022 10/06/2022 10/06/2022	23375385 PO-230105 23375385 PO-230105 23375385 PO-230105	46.74 532.26 87.00	N N N
013941 SCHOOL SPECIALTY INC PO BOX 1579 APPLETON, WI 54912-1579 (888) 388-3224	620.44	208131001734 BATES SUPPLIES	10/11/2022	23376169 PO-230232	620.44	N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	162,796.50	EAP 102023.15 EMP ASST PROGRM EAP 102023.15 EMP ASST PROGRM 2023-28 LIABILITY INS 2023-28 WORK COMP 2023-28 CYBER INS 2023-28 PROPERTY INS	10/06/2022 10/06/2022 10/18/2022 10/18/2022 10/18/2022 10/18/2022	23375408 PV-230250 23375408 PV-230250 23377384 PV-230277 23377384 PV-230277 23377384 PV-230277 23377384 PV-230277	365.93 351.57 30,146.00 100,600.00 1,171.00 30,162.00	N N N N N N
015651 SEON DESIGN PO BOX #74008298 CHICAGO, IL 60674-8298 (0) - 0	715.80	173004 TRANS SUPPLIES	10/20/2022	23378048 PV-230290	715.80	N
015572 SERNA, CECILIA 12952 STATE HWY 160 WALNUT GROVE, CA 95690 (0) - 0	540.00	SEPT MILEAGE	10/11/2022	23376211 TC-230065	540.00	N
015220 SERVANIA, ROLLY PO BOX 9075 PITTSBURG, CA 94565 (925) 698-7098	51.18	SEPT MILEAGE	10/04/2022	23374889 TC-230048	51.18	N
000055 SIA DELTA DENTAL	4,486.80	OCT 22 PREMIUMS	10/11/2022	23376193 PV-230262	1,683.13	N

P.O. BOX 276710
SACRAMENTO, CA 95827-6710

OCT 22 PREMIUMS
OCT 22 PREMIUMS

10/11/2022	23376193	PV-230262	2,752.21	N
10/11/2022	23376193	PV-230262	51.46	N

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	980.56	OCT 22 PREMIUMS OCT 22 PREMIUMS	10/11/2022 10/11/2022	23376194 PV-230263 23376194 PV-230263	634.48 346.08	N N
(0) - 0 N						
015718 SMART PASS LLC PO BOX 136 FAIRVIEWS VILLAGE , PA 19409	1,996.00	1621 SUBSCRIPTION	10/18/2022	23377362 PO-230297	1,996.00	Y
(0) - 0 Y DANIEL C BONTE						
015722 SMITH, ANNEKATHERINE 1899 QUAIL HILL RD COPPEROPOLIS, CA 95228	77.26	STALEDATE 513831	10/18/2022	23377397 TC-230072	77.26	N
(0) - 0 N						
000095 SMUD P.O. BOX 15555 SACRAMENTO, CA 95852	10,621.47	BATES/WG ELECT	10/11/2022	23376170 PO-230038	10,621.47	N
(0) - 0 N						
012084 SODEXO INC & AFFILIATES PO BOX 360170 PITTSBURGH, PA 15251-6170	110,331.99	AUG MEALS AUG MEALS AUG MEALS SEPT MEALS SEPT MEALS SEPT MEALS	10/04/2022 10/04/2022 10/04/2022 10/25/2022 10/25/2022 10/25/2022	23374884 PV-230239 23374884 PV-230239 23374884 PV-230239 23378702 PV-230301 23378702 PV-230301 23378702 PV-230301	5,433.34 4,102.15- 40,552.92 11,781.37 4,561.08- 61,227.59	N N N N N N
(0) - 0 N						
015719 SOTO, BRAD 11723 WASHINGTON AVE COURTLAND, CA 95615	555.00	DHS FTBLL EQUIP	10/04/2022	23374878 PV-230232	555.00	N
(0) - 0 N						
014069 STAPLES ADVANTAGE	1,876.56	3519712057 RMS SUPPLIES	10/11/2022	23376171 PO-230153	57.18	N

500 STAPLES DRIVE
FRAMINGHAM, MA 01702

(0) - 0

N STAPLES CONTRA

3520027428	DHW SUPPLIES	10/11/2022	23376171	PO-230196	280.71	N
3517797254	ASP SUPPLIES	10/11/2022	23376171	PO-230200	552.55	N
3517329712	ASP SUPPLIES	10/11/2022	23376171	PO-230200	47.30	N
3517329711	ASP SUPPLIES	10/11/2022	23376171	PO-230200	555.73	N
3517797253	ASP SUPPLIES	10/11/2022	23376171	PO-230200	35.14	N
3518390437	WIND RIVER SUPPLIES	10/11/2022	23376174	PO-230261	9.17	N
3517141585	DHS REFUND	10/20/2022	23378039	PO-230231	183.54-	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3518934481 DHS SUPPLIES	10/20/2022	23378039 PO-230231	207.96	N
		3515979728 DHS SUPPLIES	10/20/2022	23378039 PO-230231	183.54	N
		3518048795 RDHS SUPPLIES	10/25/2022	23378698 PV-230298	130.82	N
013400 STATE BOARD OF EQUALIZATION PO BOX 942879 SACRAMENTO, CA 94279-8044	283.00	JULY-SEPT 2022 USE TAX	10/20/2022	23378042 PV-230284	283.00	N
(0) - 0						N
013401 STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION PO BOX 942879 SACRAMENTO, CA 94279-6155	8.00	JULY-SEPT 2022 FUEL TAX	10/20/2022	23378043 PV-230285	8.00	N
(916) 322-9669						N
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814	1,206.00	608377 FINGERPRINTING	10/18/2022	23377385 PV-230278	441.00	N
		608377 FINGERPRINTING	10/18/2022	23377385 PV-230278	49.00	N
		608377 FINGERPRINTING	10/18/2022	23377385 PV-230278	716.00	N
(0) - 0						N
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571	3,095.14	23100 TRANS SUPPLIES	10/06/2022	23375386 PO-230117	2,531.23	N
		23100 TRANS SUPPLIES	10/11/2022	23376195 PV-230264	563.91	N
(707) 374-5567						N
003742 STOKES, MARGARETHE P.O. BOX 904 ISLETON, CA 95641	162.04	OCT 2022 BENEFITS OVERPAYMENT	10/18/2022	23377398 TC-230073	162.04	N
() -						N
014675 TALLEY, ELAINE 6 PARKSIDE DR	1,125.00	2022.72 PROF SERV	10/11/2022	23376196 PV-230265	1,125.00	Y

DAVIS, CA 95616

(530) 304-0090

Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571 (707) 374-2680 N	458.43	63571 RVHS SUPPLIES RVHS SUPPLIES	10/04/2022 10/20/2022	23374859 PO-230043 23378040 PO-230289	210.00 248.43	N N
011477 THE COLLEGE BOARD P.O. BOX 910506 DALLAS, TX 75391-0506 (800) 323-7155 N	6,167.00	EP00121965 DHS AP TESTING ES00147423 DHS SAT TESTING	10/04/2022 10/04/2022	23374879 PV-230233 23374879 PV-230233	5,341.00 826.00	N N
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013 (877) 487-2877 N	2,972.24	LONG DISTANCE	10/25/2022	23378690 PO-230057	2,972.24	N
015151 TURF STAR 2438 RADLEY COURT HAYWARD, CA 94545 (510) 342-4708 N	163.29	7248722 MAINT SUPPLIES	10/06/2022	23375409 PV-230251	163.29	N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0 N	10,980.84	SEPT 22 GASB 75	10/04/2022	23374882 PV-230235	10,980.84	N
015275 U.S. BANK CORPORATE BUSINESS CARD P.O. BOX 6335 FARGO, ND 58125-6335 (800) 344-5696 N	8,727.26	BUSCH AIRFARE SUPPLIES BUSINESS CARDS SUPPLIES DHW SUPPLIES MAINT SUPPLIES MAINT SUPPLIES SUPPLIES	10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022	23374881 PV-230236 23374881 PV-230236 23374881 PV-230236 23374881 PV-230236 23374881 PV-230236 23374881 PV-230236 23374881 PV-230236 23374881 PV-230236	247.95 24.87 511.44 198.45 888.38 16.01 20.00 189.22	N N N N N N N N

SUPPLIES	10/04/2022	23374881	PV-230236	41.87	N
BRD DINNER	10/04/2022	23374881	PV-230236	80.48	N
MAINT SUPPLIES	10/04/2022	23374881	PV-230236	4,268.44	N
MAINT SUPPLIES	10/04/2022	23374881	PV-230236	36.08	N
MAINT SUPPLIES	10/04/2022	23374881	PV-230236	50.06	N
LATE FEE	10/04/2022	23374881	PV-230236	68.10	N
SUPPLIES	10/04/2022	23374881	PV-230236	216.85	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

015275 U.S. BANK CORPO (Continued...)		MAINT SUPPLIES	10/04/2022	23374881 PV-230236	371.36	N
		SUPPLIES	10/04/2022	23374881 PV-230236	59.25	N
		SHIPPING	10/04/2022	23374881 PV-230236	25.59	N
		HOTEL	10/18/2022	23377387 PV-230279	81.86	N
		SUPPLIES	10/18/2022	23377387 PV-230279	33.95	N
		SUPPLIES	10/18/2022	23377387 PV-230279	12.00	N
		RETREAT	10/18/2022	23377387 PV-230279	412.00	N
		SUPPLIES	10/18/2022	23377387 PV-230279	21.40	N
		SUPPLIES	10/18/2022	23377387 PV-230279	18.81	N
		SUPPLIES	10/18/2022	23377387 PV-230279	55.09	N
		BRD DINNER	10/18/2022	23377387 PV-230279	122.51	N
		AIRFARE	10/18/2022	23377387 PV-230279	157.95	N
		SUPPLIES	10/18/2022	23377387 PV-230279	23.41	N
		SUPPLIES	10/18/2022	23377387 PV-230279	234.07	N
		AIRFARE	10/18/2022	23377387 PV-230279	157.95	N
		HOTEL	10/18/2022	23377387 PV-230279	81.86	N

001896 UNITED PARCEL SERVICE INC	390.82	DO SHIPPING	10/04/2022	23374880 PV-230234	103.08	N
55 GLENLAKE PARKWAY NE		DO SHIPPING	10/11/2022	23376197 PV-230266	106.60	N
ATLANTA, GA 30328		DO SHIPPING	10/18/2022	23377386 PV-230280	71.09	N
		DO SHIPPING	10/25/2022	23378699 PV-230299	110.05	N
(0) - 0						N

015268 VERA ZAZUETA, MITZI	30.19	SEPT MILEAGE	10/11/2022	23376212 TC-230066	30.19	N
PO BOX 267						
ISLETON, CA 95641						
(707) 704-8819						N

013997 VERIZON WIRELESS	3,802.02	ASP CELLULAR	10/06/2022	23375398 PO-230035	62.68	7
ONE VERIZON PLACE		DIST WIDE CELLULAR	10/06/2022	23375398 PO-230035	1,605.73	7
ALPHARETTA, GA 30004		MAINT CELLULAR	10/06/2022	23375398 PO-230035	94.02	7
		SP ED CELLULAR	10/06/2022	23375398 PO-230035	15.67	7
() -		HOTSPOT	10/06/2022	23375398 PO-230035	40.01	7
Y VERIZON WIRELE		ASP CELLULAR	10/27/2022	23379437 PO-230035	62.52	7
		DW CELLULAR	10/27/2022	23379437 PO-230035	1,811.98	7
		MAINT CELLULAR	10/27/2022	23379437 PO-230035	93.78	7
		SP ED CELLULAR	10/27/2022	23379437 PO-230035	15.63	7

013261 VIELHAUER, NANCY	12.00	ED SV REIMB	10/04/2022	23374890 TC-230050	12.00	N

PO BOX 1216
WALNUT GROVE, CA 95690

(916) 776-4231

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010476 WALLACE-KUHL & ASSOCIATES INC 3050 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691 (916) 372-1434 N	6,235.00	650464 RVHS NEW CLASSROOM 650472 RMS PARKING	10/25/2022 10/25/2022	23378693 PO-230046 23378693 PO-230047	2,500.00 3,735.00	N N
000679 WARREN E GOMES EXCAVATING INC P.O. BOX 369 RIO VISTA, CA 94571 (707) 374-2881 N	4,755.95	3518 EXCRAVATING/REPAIR SERV	10/18/2022	23377369 PO-230183	4,755.95	N
000104 WARREN'S MACHINE & WELDING 52270 CLARKSBURG ROAD P.O. BOX 398 CLARKSBURG, CA 95612 (916) 744-1667 Y WIGLEY, WARREN	150.15	23460 DHS AG SUPPLIES 23460 DHS AG SUPPLIES	10/11/2022 10/11/2022	23376172 PO-230240 23376172 PO-230240	75.08 75.07	7 7
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 N	1,121.35	DHS WASTE	10/20/2022	23378041 PO-230054	1,121.35	N
010175 WEATHERS, MARY P.O. BOX 646 CLARKSBURG, CA 95612 (0) - 0 N	108.05	DHS REIMB	10/04/2022	23374891 TC-230049	108.05	N
015228 WEST COAST BROADCAST SERV 2006 G STREET SACRAMENTO, CA 95811 (530) 554-0603 Y MICHAEL DASILV	3,089.89	RVH-008/009 KRVH	10/11/2022	23376198 PV-230267	3,089.89	Y
015018 WILLIAMS & ASSOCIATES	3,060.00	4783 CS ST. SCL FACILITY	10/11/2022	23376178 PO-230082	1,915.20	Y

PO BOX 2125
PLACERVILLE, CA 95667

4783 CS ST. SCL FACILITY
4791 CS ST. SCL FACILITY
4791 CS ST. SCL FACILITY

10/11/2022 23376182 PO-230082
10/18/2022 23377372 PO-230082
10/18/2022 23377375 PO-230082

604.80 Y
410.40 Y
129.60 Y

(530) 906-6690

Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012528 WILLIAMS SCOTSMAN INC 901 SOUTH BOND ST. #600 BALTIMORE, MD 21231	5,153.32	RVHS MODULAR LEASE RMS MODULAR LEASES DHW MODULAR LEASE	10/04/2022 10/04/2022 10/04/2022	23374868 PO-230088 23374868 PO-230088 23374868 PO-230088	1,288.33 2,576.66 1,288.33	N N N
(800) 782-1500						N
014049 WILSON ARCHITECTURE INC 609 15TH STREET MODESTO, CA 95354	36,625.00	20220848 SITE PLANS 20220808 RPLMNT OF PORTABLES	10/11/2022 10/11/2022	23376183 PO-230007 23376179 PO-230010	22,345.00 14,280.00	N N
(0) - 0						N
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551	3,207.51	297013 DHS 296996 WG 296231 BATES 296162 ISLE 295264 RVHS 297012 DHW 297648 RMS 297907 ISLE PRINT 29933 DO 299148 F5 300387 DO PRINT	10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/06/2022 10/18/2022 10/18/2022 10/20/2022	23374883 PV-230237 23374883 PV-230237 23374883 PV-230237 23374883 PV-230237 23374883 PV-230237 23374883 PV-230237 23374883 PV-230237 23375410 PV-230252 23377388 PV-230281 23377388 PV-230281 23378049 PV-230291	395.14 185.91 14.50 363.23 383.62 725.41 222.87 318.02 265.74 14.50 318.57	N N N N N N N N N N N
(916) 913-6191		N WIZIX TECHNOLO				
014388 WPS PUBLISH 625 ALASKA AVENUE TORRANCE, CA 90503-5124	499.62	437412 FORMS	10/18/2022	23377363 PO-230106	499.62	N
(800) 648-8857						N
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571	878.75	MILEAGE/SUPPLIES MILEAGE/SUPPLIES	10/18/2022 10/18/2022	23377399 TC-230074 23377399 TC-230074	791.25 87.50	N N
(0) - 0						N
000585 WRIGHT, STEVE 400 S FRONT STREET RIO VISTA, CA 94571	281.25	AUG-SEPT MILEAGE	10/18/2022	23377400 TC-230075	281.25	N

(0) - 0 N



091 RIVER DELTA UNIFIED
OCTOBER 2022 EXPENDITURES

Vendor Activity
10/01/2022 - 10/31/2022

J92038 VE0320 L.00.03 11/01/22 PAGE 28

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000386 YOLO COUNTY ENVIRONMENTAL HEAL 292 W. BEAMER STREET WOODLAND, CA 95695	667.00	115836 FOOD SERVICE PERMIT	10/18/2022	23377390 PV-230283	667.00	N
(530) 666-8646						N
District total:	1,201,490.54					
Report total:	1,201,490.54					

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Gabino Perez, Principal and Dir. of First 5

Item Number: 10.4

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

SUBJECT:

Request to Approve the Memorandum of Understanding Between River Delta Unified School District and the Center for Oral Health (COH) to Work Together to Implement the Early Smiles Sacramento Program

BACKGROUND:

The Center for Oral Health (COH) is a California nonprofit organization with the mission to improve oral health, especially of vulnerable populations, through innovation, research, education and advocacy, is partnering with various stakeholders in Sacramento City and County to deliver Oral Health Education, Screenings, Preventive Dental Care and Navigation to facilitate access to care, especially for Medi-Cal/Denti-Cal beneficiaries that encounter significant barriers to access dental care.

STATUS:

River Delta Unified School District is requesting work in partnership with the Center for Oral Health to plan, implement and coordinate COH services through June 30, 2025, subject to the availability of funds awarded to COH.

PRESENTER:

Gabino Perez, Principal and Dir. of First 5

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

Not applicable

RECOMMENDATION:

That the Board approves the Memorandum of Understanding between the Center of Oral Health and River Delta Unified School District.

Time allocated: 2 minutes

Memorandum of Understanding
Between the Center for Oral Health and
River Delta Unified School District

PARTIES AND PURPOSE

Center for Oral Health (COH), a California nonprofit organization with the mission to improve oral health, especially of vulnerable populations, through innovation, research, education and advocacy, is partnering with various stakeholders in Sacramento City and County to deliver Oral Health Education, Screenings, Preventive Dental Care and Navigation to facilitate access to care, especially for Medi-Cal/Denti-Cal beneficiaries that encounter significant barriers to access dental care. Through the Early Smiles Sacramento program, COH partners with Liberty Dental Plan, Access Dental, and Health Net to address and alleviate barriers to optimal oral health for children throughout Sacramento County by providing: oral health screening and prevention services, targeted oral health education, and navigating participants through the healthcare system to ensure utilization and access to care.

Solutions to community issues are most effectively resolved when there is a high degree of community ownership. Therefore, whenever possible, COH engages community-based organizations to partner in the implementation of interventions that address the oral health concerns of their residents. Marshaling the community's internal resources and assets, and strategically focusing, respecting and reinforcing the natural adaptive, supportive, and developmental capacities of communities to meet the needs of many, if not most, community members requires an insider's understanding of that community. To create significant impact, COH lends its expertise to strengthen a community's existing capacity to successfully change health outcomes in a sustainable fashion.

Under this Memorandum of Understanding (MOU), River Delta Unified School District ("District") and COH will work together to implement the Early Smiles Sacramento Program.

PARTNER RESPONSIBILITIES

COH will:

- Act as the coordinating agency with regards to the administration, implementation and reporting on any contract awarded in response to Early Smiles Sacramento.
- Work with the District to ensure compliance with regulations and requirements of the District and the California Department of Education.
- Train or secure training for COH personnel and partner personnel on the Early Smiles Sacramento Program.
- Provide coordination of education, screening, and navigation services to ensure integrity in the implementation of the Early Smiles program across all components: education; screening; and navigation.
- Provide materials and supplies, as necessary, to ensure the consistent delivery of services

across all components of Early Smiles education, screening, and navigation. Materials and supplies may include, but are not limited to teaching aids, health education brochures based on chosen curricula, oral hygiene supplies such as tooth brushes, tooth cloths, and toothpaste, programmatic forms such as patient intake forms, questionnaires, evaluation or satisfaction surveys, and consumable dental supplies such as fluoride varnish, gauze, gloves, and mirrors.

- Certify that, pursuant to Education Code Section 45125.1, COH will have conducted the required criminal background check of all its personnel who may have contact with District pupils and shall certify that none of those personnel have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). As such, COH will provide a list, signed under penalty of perjury, of the names of COH personnel who may come in contact with District pupils. COH will keep this list current and will notify the District of any additions/deletions as they occur.
- Regularly update River Delta Unified School District on the progress of the Early Smiles Sacramento program.
- Not less than semiannually, conduct meeting with all Early Smiles partner organizations to discuss the implementation of Early Smiles, the outcomes to date, and facilitate sharing sessions for partner networking and resource exchanges.
- To the fullest extent allowed by law, COH shall defend, indemnify, and hold harmless River Delta Unified School District, its officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error or omission by COH or its directors, officers, agents, employees, volunteers, or guests arising from COH's duties and obligations described in this Agreement or imposed by law.
- COH shall ensure and provide liability insurance coverage and shall River Delta Unified School District as an additional insured.

River Delta Unified School District will:

- Designate a member of its staff to participate with designated representatives of COH in planning, implementing and coordinating COH services.
- Permit access to the District classrooms as appropriate and necessary for COH services.
- Permit COH to perform services for children/adults, under the general supervision of a regular district employee.
- To the fullest extent allowed by law, the District shall defend, indemnify, and hold harmless COH and its officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error or omission by the District or its directors, officers, agents, employees, volunteers, or guests arising from the Districts duties and obligations described in this MOU or imposed by law.

MONITORING AND REPORTING

COH shall maintain all records of services provided, including but not limited to monthly summary sheets, and other primary source documents. COH shall submit monthly, quarterly, and year-to-date progress reports including progress on participants served, narrative on lessons learned, and client success stories due within 10 days of the end of the reporting period.

TERM AND TERMINATION OF THIS AGREEMENT

The term of this MOU is proposed to be for the three (3) year period commencing on date of final signatures through June 30, 2025 subject to the availability of funds awarded to Center for Oral Health. This agreement may be terminated at any time upon thirty (30) days written notice from one party to the other, or immediately by mutual consent.

AMENDMENTS

After execution, this MOU may be modified or amended only in a written amendment signed by both parties. The foregoing sets forth the terms and conditions of the agreement between COH and River Delta Unified School District. This agreement shall be in effect upon signing by both parties.

Signature
River Delta Unified School District

Date

Signature
Center for Oral Health

Date

1

Your Child's Baby Teeth Are Important

- ☑ Baby teeth help your child chew food to grow healthy and strong.
- ☑ Baby teeth help your child learn to pronounce words and speak clearly.
- ☑ Baby teeth are the guides for adult teeth.



3

Make Healthy Food Choices

- ☑ Encourage your child to eat low-sugar foods such as fruits, vegetables, and protein-containing foods.
- ☑ Limit sweets and sugary drinks like soda, juice, and sports drinks.



5

Visit The Dentist

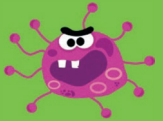
- ☑ First dentist appointment by age 1.
- ☑ Dentist checkups twice a year.
- ☑ If your child has Medi-Cal, he or she also has coverage for dental services.
- ☑ It's never too late to start!



2

Cavities Can Be Contagious

- ☑ Cavities are caused by contagious bacteria in the mouth that can be passed from person to person.
- ☑ Avoid sharing cups, forks, and spoons with your child to prevent sharing bacteria.
- ☑ Cavities can lead to pain and infections that can be costly!



4

Clean Teeth Are Happy Teeth!

- ☑ Brush with a soft toothbrush and fluoride toothpaste after each meal, or at least twice a day.
- ☑ Brush in a circular motion for about 2 minutes.
- ☑ Floss your child's teeth at least once a day with floss or flossers.
- ☑ Check for white and brown spots, these are early signs of cavities!
- ☑ Help or supervise your child brush until age 8.



If you need help with finding a local dentist please contact us at:
(916) 245-1674 | esacramento@tc4oh.org

5 Puntos Sobre La Salud Dental De Su Hijo(a)

1 Los Dientes De Leche Son Importantes

- ☑ Los dientes de leche de su bebe ayudan a su hijo(a) a masticar la comida que necesitan para crecer sanos y fuertes.
- ☑ Los dientes de leche ayudan a su hijo(a) a pronunciar palabras y hablar con claridad.
- ☑ Los dientes de leche son la guía de los dientes de adulto.



3 Elige Alimentos Saludables

- ☑ Anime a su hijo a comer alimentos bajos en azúcar como frutas, verduras y alimentos con proteína.
- ☑ Limite dulces y bebidas azucaradas como refrescos, jugo y bebidas deportivas.



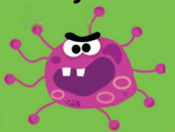
5 Visite Al Dentista

- ☑ Lleve a su hijo(a) al dentista a un año de edad.
- ☑ Visite al dentista dos veces al año.
- ☑ Si su hijo(a) tiene seguro de Medi-Cal, también tiene cobertura para servicios dentales.
- ☑ ¡Nunca es tarde para empezar!



2 Las Caries Pueden Ser Contagiosas

- ☑ La bacteria en la boca puede causar caries y puede transmitirse de persona a persona.
- ☑ Usted puede prevenir la transmisión de bacterias que causan caries evitando compartir tazas, tenedores y cucharas con su hijo(a).
- ☑ Las caries pueden causar mucho dolor e infecciones grandes que pueden ser muy costosas.



4 Los Dientes Limpios Son Dientes Felices

- ☑ Cepille los dientes con un cepillo suave y pasta de dientes con fluoruro después de cada comida o al menos dos veces al día.
- ☑ Cepille en movimiento circular durante unos 2 minutos.
- ☑ ¡Ayude a su hijo(a) a cepillarse los dientes y que sea divertido!
- ☑ Busque manchas blancas y cafés. Estas son señales de caries.



Si necesita ayuda para encontrar un dentista local, favor de comunicarse con:
(916) 245-1674 | esacramento@tc4oh.org

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: MJ Kiwan Gómez, Ed.D., Principal

Item Number: 10.5

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

SUBJECT:

Request to Pre-Approve the Bates Elementary School Parent Teacher Association (PTA) School Fundraisers for the 2022-2023 School Year.

BACKGROUND:

Every year River Delta's School sites encourage the various students ASB Clubs and parent organizations to raise funds to further and enhance the educational experience. Fundraisers were required to be pre-approved by the district office and presented to the Board for final approval prior to the event.

STATUS:

Generally, these fundraisers are held annually. The fundraisers have received a cursory review with pre-approval from the district office and are seeking approval from the Board.

PRESENTER:

MJ Kiwan Gómez, Ed.D., Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

Not applicable

RECOMMENDATION:

That the Board Approves the 2022-2023 PTA Fundraiser pre-approval additional list for the Bates Elementary School as presented.

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: November 8, 2022

Attachments: 1

From: MJ Kiwan Gomez, Principal, Dir. of English Learner Services

Item Number: 10.6

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

SUBJECT:

Request to Approve the Agreement with The English Learner Group, Consultants for Educational Consulting to Improve English Learner Student Achievement for the 2022-2023 School Year

BACKGROUND:

In consideration of the significant needs of our English Learners, Multilingual Learners, and the educators and staff who serve them, the instructional leadership team at Bates Elementary and Mokelumne High School along with members of the corresponding ELAC and members of the DELAC, request the board review and approve the annual contract for The English Learner Group, a consulting firm that specializes in serving Local Educational Agencies throughout California in being compliant and responsive to the specific needs of school administrators, program directors, and educators. The English Learner Group will provide specialized training and support to comply with Federal, State, and Local mandates. A presentation to the board of the revised Master Plan for English Learners will follow the completion of this service agreement.

STATUS:

Pending Approval

PRESENTER:

MJ Kiwan Gómez, Ed.D.

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

Cost not to exceed \$10,125 from District Title 3 Funds

RECOMMENDATION:

That the Board Approves the with The English Learner Group for the 2022-2023 school year

Time allocated: 2 minutes



**Agreement Between
The English Learner Group
and
River Delta Unified School District
for
Educational Consulting to Improve English Learner Student Achievement**

This Agreement is made and entered into by the River Delta Unified School District, in Rio Vista, CA, hereinafter referred to as the **DISTRICT**, and The English Learner Group, hereinafter referred to as **The Consultant**.

THEREFORE, the DISTRICT AND CONSULTANT mutually agree as follows:

1. Contract Terms and Conditions

- A. The Term of Contract shall be from October 1, 2022 to June 30, 2023.
- B. The Contract Fee shall be a total of \$10,125 that includes 4.5 days of educational consulting services, plus travel expenses.
- C. The Contract Fee includes the following:
 - 1. **Four and One-Half days** (nine, Half-day sessions) of administrative coaching and professional learning sessions, as needed, focusing on supporting Dr. *MJ Kiwan Gomez*, the Director of English Learner Services, district and site administrators, and ELD teachers. (Nine sessions, schedule to be determined.)

Total for Consulting Services:: \$7875

- i. **Mileage** Costs, from and to, Fresno throughout the year: **\$750**
- ii. **Hotel** Costs throughout the year: **\$1500**
- iii. Total number of consulting days, for the 2021-2022 school year, is 4.5. Including mileage and hotel costs, the total cost of the contract is: **\$10,125**
- iv. **Total contract cost of \$.** One payment of \$10,125.00 will be submitted on or before November 1, 2022.

The English Learner Group, Inc.
5707 North Palm Avenue, Suite 103
Fresno, CA 93704

2. In receiving services, the DISTRICT agrees to specific activities as outlined:

- A. The DISTRICT will adhere to an agreed upon process and timeline of events for all selected activities.
- B. The District will provide data requested by *The English Learner Group* team, for analysis.
- C. The District will administer or facilitate collection of outcome, process, and perception data, which may include teacher, student, and/or parent surveys, and collection of student work samples.

*Joey Campbell, MA Ed. Kelli Duckworth, MA Ed. Patricia Faragia, BA, Larry Jarocki, Ed. D. Nailya Jaorcki Ed.D.
Scott Lamm, MA Ed. Wendy McCormick, MA Ed. Nydia Mendoza, MA Ed. Tina Nakashian, MA, Ed. Karen Perkins, MA Ed.
Rosario Sanchez, MA Ed. and Efrain Tovar, MA Ed.*



3. Cancellation of Agreement

This agreement may be cancelled by *The English Learner Group* or the District if either party fails to provide agreed upon services, requested information or otherwise prevents *The English Learner Group* or the District from completing contracted work in accordance with state law. All notifications will be done in writing and sent by US Postal Service to the address for each entity listed below.

4. Special Provisions

- A. The *English Learner Group* shall comply with all laws, rules and regulations applicable to such work.
- B. The *English Learner Group* acknowledges that the services provided by its employees may involve limited contact with students and, as such, each member of the team will have background checks pursuant to the Education Code.
- C. Agreement may be amended by the mutual written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

The English Learner Group, Inc.

River Delta Unified School District

Signature

Signature

Sam Nofziger, Ed. D.

Printed Name

Tammy Busch or Nancy Vielhauer

Printed Name

Founder/CEO, The English Learner Group, Inc
Title

Assistant Superintendents
Title

Date

5707 North Palm Avenue, Suite 103
Fresno, CA 93704

Date

445 Montezuma Street,
Rio Vista, CA 94571

Mailing Address

Mailing Address

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 10.7

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 Education Depot Park) for the 2022-2023 School Year.

BACKGROUND:

There is a student within our district that requires programs and services unique to their needs. The IEP team determined Point Quest Education Depot Park to be the Least Restrictive Environment (LRE) to meet this student's needs.

STATUS:

This is a new contract. The 2022-2023 contract is not to exceed \$54,000.

PRESENTER:

Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$54,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Education Depot Park) for the 2022-2023 School Year.

Time allocated: 2 minutes



SACRAMENTO COUNTY SELPA

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2022-2023

June 27, 2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

Contract Year: 2022-23

LEA: _____

Nonpublic School : Point Quest Education Depot Park

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.

_____ Extension of the Master Contract to provide for ongoing funding at the prior year's rates for up to 90 days at the sole discretion of the LEA and in accordance with Section 4 of this Master Contract. Expiration Date: _____

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2022-2023

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest Education Depot Park

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 Education Depot Park (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 Education Code section 56366.2 must be provided to LEA on

or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the 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 and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, 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. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State to license, to provide nonmedical care room and board 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 in writing 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/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this 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 and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does 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, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to CDE any violations of the provisions of this Contract; and that this may result in the suspension and/or revocation of CDE NPA/S certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Contract is to be re-negotiated prior to June 30, 2023. If the parties have not reached agreement by June 30th, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No

Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Contract to a CONTRACTOR is at the sole discretion of the 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 Contract incorporates LEA Procedures herein by this reference. Each ISA is incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This 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 the LEA with information as requested in writing to secure a Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Contract will be issued. If CONTRACTOR does not return the 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 Contract is received by LEA and will not be retroactive to the first day of the new Contract's effective date. If CONTRACTOR fails to execute the new Contract within such ninety-day period, all payments shall cease until such time as the new Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code §56366(c)(1) and (2)). In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each LEA student to 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 the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this 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 students.

Any and all changes to a student's educational placement/program/services provided under this Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the term 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 NPS/A.

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 (“IAES”) is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California 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 (“NPS/A”) certified by the California Department of Education (“CDE”), and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, 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 this Contract, unless otherwise specified in this 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. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and 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 those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations 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.

Nothing in this definition shall be construed as restricting the activities in 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. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the California 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:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a foster parent if the authority of the biological or adoptive parents 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 (b)(2),
 - iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iv. 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,
 - v. a surrogate parent.
- Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education 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 an 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 "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this 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 this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this 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 Contract. For purposes of this 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 through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, 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 NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; 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. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the 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 LEA 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 LEA student records, as required by State and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA 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 contract with venue in the County where LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND

ADMINISTRATIVE GUIDELINES

This Contract may be modified or amended by the 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, guideline or regulation upon which the modifications or changes are based.

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract either party shall give twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination.

ISAs are void upon termination of this Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall 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 Contract, 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 Contract or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- 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
- \$4,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG20 10 or CG 20

26 (or equivalent) to provide that the District and its officers, officials, employees, and agents shall be additional insureds under such policies.

- B. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a limit of \$2,000,000 per accident.

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 accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to 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. **Sexual Assault and Molestation Insurance**

Contractor shall provide Sexual Abuse and Molestation coverage in the minimum amount of five million dollars (\$5,000,000) per occurrence.

- E. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**

Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

- F. **All Coverages**

1. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
2. All self-insured retentions over \$100,000 must be declared and approved by the District.
3. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the District with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the District.
4. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

- G. All Certificates of Insurance must 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 NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits of at least:

\$3,000,000 per Occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the NPS/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.

- B. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- C. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- D. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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 \$5,000,000 per occurrence.

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

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense,

damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract 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 Contract 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 determined to be a partner, joint venturer, co-principle, 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 determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

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 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 notice and CONTRACTOR shall not subcontract for said service(s).

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 Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, 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 Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this 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 LEA. All endorsements are to be received and approved

by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this 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 disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 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 an 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 the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid 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 LEA 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, CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, 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 is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this 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 the 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 good cause for termination of this Contract.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

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 NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

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 the 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 the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student's enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student's parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the 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 the 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 the student to receive a FAPE shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A 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.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices 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 the 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 LEA; (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 Contract.

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

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student’s IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. 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 have 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 Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present.

NPAs providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORS providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, 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 the student’s ISA developed in accordance with the 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 at the same level that California Education Code prescribes for 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 level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, 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 NPS is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the 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 NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a NPS:

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 LEA 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 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 NPS/A. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by and LEA students' 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 the student's 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 student's IEP team convened by the 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 NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those 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 NPA:

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 the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the 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 before delivery of any NPA services. 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 NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

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 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, 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 recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, 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, the English Language Proficiency Assessments for California ("ELPAC"), and the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), as appropriate to the LEA student and mandated by LEA pursuant to LEA and State and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to 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 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, data collection, 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 the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this 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 the State and federal law and implementing regulations. If the 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 pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire or upon LEA request.

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 emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency intervention is used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student, (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 an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify the LEA, Parent, guardian, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, CONTRACTOR shall submit a copy of the BER to the LEA within twenty-four (24) hours.

In the event that an IEP meeting is required pursuant to 56251.1, the Contractor will coordinate with the LEA in the scheduling of the IEP.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a BIP, the behavior emergency involves a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, the LEA student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the student's BIP. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

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. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program 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.

CONTRACTOR shall review and revise all restraint practices 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 LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students 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; and (d) BERs have been properly completed and forwarded to LEA as required by this Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract.

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. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name, grade,

race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR 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 LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If an LEA student is to be transferred from a NPS 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 LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the 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 Contract, the Parent, CONTRACTOR or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's 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 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 Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student dis-enrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA 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 by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under

the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of 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. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of 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, California Education Code section 231.5; (4) Title IX Student Grievance Procedure 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 ("HIPAA"), 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. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

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 (4) 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 CONTRACTOR's place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, 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 intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days

prior to the student's IEP team meeting for the purpose of reporting the 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 Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation 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 LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 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 a LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited 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 student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, 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, and submit such transcripts on LEA-approved forms to the 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, the 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 Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence as specified in LEA Procedures.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence and CONTRACTOR fails to follow the procedures specified in this section, LEA shall not be responsible for the costs of services delivered following the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential

treatment center ("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 student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR 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 CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to parents, both verbal and written.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 48853, 56155 *et seq.*, 56366(a)(2)(C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and as set forth in LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and 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); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as 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. CONTRACTOR shall also provide LEA with a copy of the student's current IEP.

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 NPS placement until the date on which an IEP team meeting is convened by LEA for the student, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the 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, respectively,

special education and related services and designated instruction and related services to students under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the CONTRACTOR shall grant LEA, and/or LEA's designee access to its facilities for the purpose of conducting onsite visits in accordance with Education Code section 56366.1, subdivision (e)(3). The NPS shall, at minimum, grant access for at least one annual onsite monitoring visit. In addition, if the LEA does not currently have a student enrolled in the NPS, the NPS shall grant access for an onsite visit prior to the placement of any student. For each onsite visit, the NPS will ensure that the LEA or its designees is granted access sufficient for an observation of each LEA student, and a walkthrough of the facility.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA 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 held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using 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 standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or 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 NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. 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 NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, its state's DOJ and FBI clearance are obtained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into 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). CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the NPS/A. 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 the LEA upon request.

45. 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 hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with 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 3001(r), 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 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).)

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.* Specifically, 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 where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

46. 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 Sacramento County Superintendent of Schools. 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 LEA 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 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 which such person is providing services under this Contract.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS and a LEA student'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. 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 NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement 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 LEA student shall not be deemed to be a qualified substitute for their 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 authorized LEA representative.

48. 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 NPS/A 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, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA 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 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 also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, 49406, and Health and Safety Code section 121545(a) 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 a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, 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.

CONTRACTOR shall comply with any and all local, federal, and/or state guidelines and/or regulations regarding workplace health and safety, including but not limited to any guidelines or regulations regarding the COVID-19 pandemic, and CONTRACTOR shall be solely responsible for implementing any and all requirements imposed by such local, federal, and/or state guidelines and/or regulations. CONTRACTOR acknowledges and agrees that LEA, at its sole discretion, may impose additional requirements on all CONTRACTORS and their employees and/or subcontractors while they are present on LEA sites and/or property or during any interactions with LEA staff and students as required to comply with applicable regulations related to workplace health and safety and/or to further LEA's efforts to provide a safe environment on its property. CONTRACTOR will, at its own cost and expense, review, follow, implement, and monitor safety and health measures as part of LEA's health and safety plans, policies and procedures and/or local, federal and/or state guidelines and regulations, including but not limited to vaccinations, testing, social distancing, face coverings, and sanitation.

CONTRACTOR's responsibility for the Clearance Requirements identified in Section 44 of the Contract extends to all of its employees, subcontractors, volunteers, employees of subcontractors, and anyone acting on behalf of CONTRACTOR who comes into contact with LEA students and/or staff regardless of whether they are designated as employees or as acting as independent contractors of the CONTRACTOR.

CONTRACTOR recognizes that there is presently an element of risk of COVID-19 or other related or similar pandemics transmission inherent in visiting public spaces, such as LEA's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. CONTRACTOR agrees that LEA cannot ensure the safety of CONTRACTOR or any of its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR from the risks of COVID-19 or other related or similar pandemics. CONTRACTOR has reviewed and understands the risks reflected in the local, state, and federal alerts, guidelines, and regulations. CONTRACTOR assumes all risks, known and unknown to it, its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR arising from CONTRACTOR's provision of services pursuant to this Contract, including risks related to COVID-19. CONTRACTOR assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses incurred by CONTRACTOR, CONTRACTOR's employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR arising from CONTRACTOR's provision of services pursuant to this Contract.

Pursuant to the indemnification requirements in this Contract, CONTRACTOR shall indemnify, hold harmless, and defend LEA from any damage, harm, or claim arising from CONTRACTOR's compliance or lack of compliance, with the requirements set forth herein. Additionally, if CONTRACTOR does not comply with any requirement set forth in this Contract, then LEA may terminate this Contract immediately, and CONTRACTOR shall be solely responsible for any and all associated costs, harm, or damage, incurred by LEA related to this breach.

In the event any provision or part of this section is found to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to 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 NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, 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 responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and 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 Contract by LEA.

In signing this Contract, 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.

51. 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 the student with the administration of such medication after the student's parent(s) provides 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 the 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 student to whom medication is administered. Such written log shall specify the 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 ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

53. 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 Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). 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 from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

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 LEA, Special Education Director and CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes 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 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 pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, 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 the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the NPS/A 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. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State laws. If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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 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. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the 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 NPS/A 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 sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to 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 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 rebilling 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 Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the 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 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. 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, as required by EC 56366.5(a); (e) education and/or related services are provided to 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 of 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 Paragraph 15 of this 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 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 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 LEA student 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 the 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 the 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 LEA's Authorized Representative of the dispute in writing. The 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 Contract shall be mediated with both parties paying their own costs for the mediation.

58. 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. If CONTRACTOR seeks to use an LEA student's public benefits to pay

for special education and related services, it shall first provide written notice to the LEA Student's Parents, with a copy to the LEA, as required by Title 34 of the Code of Federal Regulations section 300.154(d). CONTRACTOR shall also provide notice under Title 34 of the Code of Federal Regulations section 300.154(d) prior to seeking payment from Medi-Cal for the first time and annually.

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 the 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 7 of this 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 a LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) 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 LEA 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 Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this 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 NPA, 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.

59. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EXTRAORDINARY CONDITIONS

The following shall apply in the event of a LEA or NPS school closure due to an emergency, in accordance with Education Code Sections 41422 and 46392:

- a. If CONTRACTOR is authorized to remain open during any of the extraordinary conditions specified in Education Code section 41422 and serves LEA students appropriately pursuant to this Contract, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed due to any of the extraordinary conditions specified in Education Code section 41422, and LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed due to any of the extraordinary conditions specified under Education Code section 41422, on the days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement for the LEA student, CONTRACTOR shall not receive payment for the days the student is not in attendance due to CONTRACTOR'S NPS closure. \
- d. CONTRACTOR shall, in the event of school closures due to any of the extraordinary conditions specified under Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled LEA students. CONTRACTOR shall ensure its LEA students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate in the educational program. .
- e. In the event of CONTRACTOR'S closure due to any of the extraordinary conditions specified under Education Code section 41422, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.
- f. When a CONTRACTOR's closure due to extraordinary conditions specified under Education Code section 41422 is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

60. INSPECTION AND AUDIT

The 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 Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Paragraph 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified

by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. 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. Such access shall also include unannounced inspections by LEA.

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 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 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.

61. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA 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 Section 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 Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC ("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 LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director 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 LEA's Quality On-Site NPS Review Rubric.

62. DEBARMENT CERTIFICATION

By signing this Contract, 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, any state or local government contract or subcontract; violation of federal or any 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.

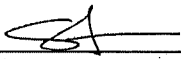
The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Point Quest Education DP
Nonpublic School/Agency

LEA Name

By:  07/07/2022
Signature Date

By: _____
Signature Date

Sara Cervantes, CEO
Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to LEA shall be addressed to		
Name and Title:		
LEA:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:		

Additional LEA Notification (Required if completed)		
Name and Title:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:		

Notices to CONTRACTOR shall be addressed to:

Name and Title: Shee Thao, Contract Manager

NPS/A: Point Quest

Address: 9355 E Stockton Blvd, Suite 225

City: Elk Grove

State: CA

Zip: 95624

Phone: (916) 422-0571 Ext. 401

Fax: (916) 306-8190

Email: sthao@pointquestgroup.com

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Point Quest Education Depot Park

The CONTRACTOR CDS NUMBER: 34-67439-7051394

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:14

Maximum Contract Amount: \$54,000

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$215.00

- 2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.)
 DAILY RATE: N/A

- 3) Related Services:

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$38.00</u>	<u>Hour</u>
<u>Language and Speech (415)</u>	<u>\$120 (\$100 Consult)</u>	<u>Hour</u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u>\$120 (\$100 Consult)</u>	<u>Hour</u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u>Included</u>	<u></u>
<u>Counseling and Guidance (515)</u>	<u>Included</u>	<u></u>
<u>Parent Counseling (520)</u>	<u></u>	<u></u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535)</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Transportation Services	\$75.00	Round-trip/Daily
Other (900)		

Please Provide Additional Cost Information (Mileage, IEP Attendance, Etc.):

Description:	Rate:	Period:

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Tracy Barbieri, Director of Special Education

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 (Soliant Health, LLC) to Provide a Board-Certified Behavioral Analyst (BCBA) and Three Behavioral Aides for District Students.

BACKGROUND:

The district currently has a contract with Sara Hall. However, she is unable to provide the services needed. The district would like to enter an agreement with Soliant Health, LLC. They will provide a well-trained, highly skilled board-certified behavioral analyst (BCBA) and three behavioral aides for River Delta Unified School District students. We will begin phasing out the services with Sara Hall and overlapping with the new BCBA from Soliant Health, LLC until training is complete.

STATUS:

Soliant Health, LLC will provide a well-trained, highly skilled board-certified behavioral analyst (BCBA) and three behavioral aides for River Delta Unified School District students. The 2022-2023 contract is not to exceed \$233,000.

PRESENTER:

Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Cost not to exceed \$233,000 paid by Special Education Funds.

RECOMMENDATION:

That the Board Approves the 2022-2023 General Agreement for Nonpublic, Nonsectarian School/Agency (Soliant Health, LLC) to Provide a Board-Certified Behavioral Analyst (BCBA) and Three Behavioral Aides for District Students.

Time allocated: 2 minutes



Sacramento County Office of Education

EDUCATION EMPOWERS

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2022-2023

June 27, 2022

MASTER CONTRACT

GENERAL AGREEMENT FOR
NONSECTARIAN, NONPUBLIC SCHOOL
AND AGENCY SERVICES

Contract Year: ~~2022-23~~ _____

LEA: _____

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.

- Extension of the Master Contract to provide for ongoing funding at the prior year's rates for up to 90 days at the sole discretion of the LEA and in accordance with Section 4 of this Master Contract. Expiration Date: _____

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2022-2023

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Soliant Health LLC

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 Soliant Health LLC (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

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure 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 NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on

or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the 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 and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, 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. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State to license, to provide nonmedical care room and board 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 in writing 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/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this 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 and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does 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, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to CDE any violations of the provisions of this Contract; and that this may result in the suspension and/or revocation of CDE NPS/A certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Contract is to be re-negotiated prior to June 30, 2023. If the parties have not reached agreement by June 30th, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Contract to a CONTRACTOR is at the sole discretion of the 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 Contract incorporates LEA Procedures herein by this reference. Each ISA is incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This 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 the LEA with information as requested in writing to secure a Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Contract will be issued. If CONTRACTOR does not return the 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 Contract is received by LEA and will not be retroactive to the first day of the new Contract's effective date. If CONTRACTOR fails to execute the new Contract within such ninety-day period, all payments shall cease until such time as the new Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code §56366(c)(1) and (2)). In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each LEA student to 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 the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this 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 students.

Any and all changes to a student's educational placement/program/services provided under this Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the term 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 NPS/A.

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 ("IAES") is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California 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 ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, 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 this Contract, unless otherwise specified in this 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. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and 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 those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations 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.

Nothing in this definition shall be construed as restricting the activities in 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. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term "license" means a valid non-expired document issued by a licensing agency within the California 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:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a foster parent if the authority of the biological or adoptive parents 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 (b)(2),
 - iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iv. 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,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education 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 an 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 "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this 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 this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this

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 Contract. For purposes of this 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 through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, 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 NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; 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. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the 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 LEA 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 LEA student records, as required by State and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA 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 contract with venue in the County where LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Contract may be modified or amended by the 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, guideline or regulation upon which the modifications or changes are based.

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public

class initiated during the period of the Contract unless the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract either party shall give twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination.

ISAs are void upon termination of this Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall 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 Contract, 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 Contract or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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
\$4,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG20 10 or CG 20 26 (or equivalent) to provide that the District and its officers, officials, employees, and agents shall be additional insureds under such policies.

- B. Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a limit of \$2,000,000 per accident.

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 accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to 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. Sexual Assault and Molestation Insurance**

Contractor shall provide Sexual Abuse and Molestation coverage in the minimum amount of five million dollars (\$5,000,000) per occurrence.

- E. Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**

Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

- F. All Coverages**

1. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

2. All self-insured retentions over \$100,000 must be declared and approved by the District.
 3. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the District with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the District.
 4. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- G. All Certificates of Insurance must 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 NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits of at least:

\$3,000,000 per Occurrence
 \$6,000,000 in General Aggregate.

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the NPS/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.

- B. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- C. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- D. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of

\$3,000,000 per occurrence and \$6,000,000 general aggregate.

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 \$5,000,000 per occurrence.

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

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract 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 Contract 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 determined to be a partner, joint venturer, co-principle, 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 determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

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 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 notice and CONTRACTOR shall not subcontract for said service(s).

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 Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, 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 Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this 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 LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this 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 disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 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 an 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 the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid 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 LEA 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, CONTRACTOR may

provide an IEE.

When CONTRACTOR is a NPA, 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 is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this 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 the 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 good cause for termination of this Contract.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

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 NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

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 the 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 the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student's enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student's parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the 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 the 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 the student to receive a FAPE shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A 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.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices 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 the 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 LEA; (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 Contract.

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

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. 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 have 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 Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present.

NPAs providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORS providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code §

56366.10(e.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, 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 the student's ISA developed in accordance with the 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 at the same level that California Education Code prescribes for 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 level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, 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 NPS is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the 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 NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a NPS:

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 LEA 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 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 NPS/A. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by and LEA students' 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 the student's 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 student's IEP team convened by the 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 NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those 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 NPA:

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 the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the 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 before delivery of any NPA services. 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 NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

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 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, 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 recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, 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, the English Language Proficiency Assessments for California (“ELPAC”), and the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), as appropriate to the LEA student and mandated by LEA pursuant to LEA and State and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to 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 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, data collection, 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 the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this 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 the State and federal law and implementing regulations. If the 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 pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire or upon LEA request.

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 emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency intervention is used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student, (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 an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify the LEA, Parent, guardian, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, CONTRACTOR shall submit a copy of the BER to the LEA within twenty-four (24) hours.

In the event that an IEP meeting is required pursuant to 56251.1, the Contractor will coordinate with the LEA in the scheduling of the IEP.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a BIP, the behavior emergency involves a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, the LEA student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the student's BIP. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

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. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program 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.

CONTRACTOR shall review and revise all restraint practices 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 LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that

(a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students 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; and (d) BERs have been properly

completed and forwarded to LEA as required by this Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract.

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. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory

offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR 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 LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366

(a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If an LEA student is to be transferred from a NPS 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 LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the 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 Contract, the Parent, CONTRACTOR or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's 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 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 Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student disenrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA 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 by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of 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. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of 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, California Education Code section 231.5; (4) Title IX Student Grievance Procedure 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 ("HIPAA"), 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. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

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 (4) 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 CONTRACTOR's place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, 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 intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the 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 Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation 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 LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 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 a LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited 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 student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, 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, and

submit such transcripts on LEA-approved forms to the 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, the 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 Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence as specified in LEA Procedures.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence and CONTRACTOR fails to follow the procedures specified in this section, LEA shall not be responsible for the costs of services delivered following the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("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 student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR 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 CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to parents, both verbal and written.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 48853, 56155 *et seq.*, 56366(a)(2)(C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and as set forth in LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential

facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and 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); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as 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. CONTRACTOR shall also provide LEA with a copy of the student's current IEP.

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 NPS placement until the date on which an IEP team meeting is convened by LEA for the student, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the 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, respectively, special education and related services and designated instruction and related services to students under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the CONTRACTOR shall grant LEA, and/or LEA's designee access to its facilities for the purpose of conducting onsite visits in accordance with Education Code section 56366.1, subdivision (e)(3). The NPS shall, at minimum, grant access for at least one annual onsite monitoring visit. In addition, if the LEA does not currently have a student enrolled in the NPS, the NPS shall grant access for an onsite visit prior to the placement of any student. For each onsite visit, the NPS will ensure that the LEA or its designees is granted access sufficient for an observation of each LEA student, and a walkthrough of the facility.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA 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 held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using 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 standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or 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 NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. 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 NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until CDOJ, it's state's DOJ and FBI clearance are obtained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into 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). CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the NPS/A. 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 the LEA upon request.

45. 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 hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with 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 3001(r), 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 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).)

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.* Specifically, 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 where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

46. 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 Sacramento County Superintendent of Schools. 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 LEA 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 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 which such person is providing services under this Contract.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS and a LEA student'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. 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 NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement 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 LEA student shall not be deemed to be a qualified substitute for their 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 authorized LEA representative.

48. 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 NPS/A 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, CONTRACTOR shall comply with California Penal

Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA 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 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 also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code section 121545(a) 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 a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, 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.

CONTRACTOR shall comply with any and all local, federal, and/or state guidelines and/or regulations regarding workplace health and safety, including but not limited to any guidelines or regulations regarding the COVID-19 pandemic, and CONTRACTOR shall be solely responsible for implementing any and all requirements imposed by such local, federal, and/or state guidelines and/or regulations. CONTRACTOR acknowledges and agrees that LEA, at its sole discretion, may impose additional requirements on all CONTRACTORS and their employees and/or subcontractors while they are present on LEA sites and/or property or during any interactions with LEA staff and students as required to comply with applicable regulations related to workplace health and safety and/or to further LEA's efforts to provide a safe environment on its property. CONTRACTOR will, at its own cost and expense, review, follow, implement, and monitor safety and health measures as part of LEA's health and safety plans, policies and procedures and/or local, federal and/or state guidelines and regulations, including but not limited to vaccinations, testing, social distancing, face coverings, and sanitation.

CONTRACTOR's responsibility for the Clearance Requirements identified in Section 44 of the Contract extends to all of its employees, subcontractors, volunteers, employees of subcontractors, and anyone acting on behalf of CONTRACTOR who comes into contact with LEA students and/or staff regardless of whether they are designated as employees or as acting as independent contractors of the CONTRACTOR.

CONTRACTOR recognizes that there is presently an element of risk of COVID-19 or other related or similar pandemics transmission inherent in visiting public spaces, such as LEA's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. CONTRACTOR agrees that LEA cannot ensure the safety of CONTRACTOR or any of its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR from the risks of COVID-19 or other related or similar pandemics. CONTRACTOR has reviewed and understands the risks reflected in the local, state, and federal alerts, guidelines, and regulations. CONTRACTOR assumes all risks, known and unknown to it, its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR arising from CONTRACTOR's provision of services pursuant to this Contract, including risks related to COVID-19. CONTRACTOR assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses incurred by CONTRACTOR, CONTRACTOR's employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR arising from CONTRACTOR's provision of services pursuant to this Contract.

Pursuant to the indemnification requirements in this Contract, CONTRACTOR shall indemnify, hold harmless, and defend LEA from any damage, harm, or claim arising from CONTRACTOR's compliance or lack of compliance, with the requirements set forth herein. Additionally, if CONTRACTOR does not comply with any requirement set forth in this Contract, then LEA may terminate this Contract immediately, and CONTRACTOR shall be solely responsible for any and all associated costs, harm, or damage, incurred by LEA related to this breach.

In the event any provision or part of this section is found to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to 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 NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, 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 responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and 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 Contract by LEA.

In signing this Contract, 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.

51. 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 the student with the administration of such medication after the student's parent(s) provides 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 the 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 student to whom medication is administered. Such written log shall specify the 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 ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

53. 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 Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). 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 from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

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 LEA, Special Education Director and CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes 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 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 pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, 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 the LEA by CONTRACTOR before execution of this Contract and in response to subsequent

requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the NPS/A 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. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State laws. If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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 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. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the 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 NPS/A 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 sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to 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 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 rebilling 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 Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the 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 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. 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, as required by EC 56366.5(a); (e) education and/or related services are provided to 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 Paragraph 15 of this 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 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 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 LEA student 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 the 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 the 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 LEA's Authorized Representative of the dispute in writing. The 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 Contract shall be mediated with both parties paying their own costs for the mediation.

58. 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. If CONTRACTOR seeks to use an LEA student's public benefits to pay for special education and related services, it shall first provide written notice to the LEA Student's Parents, with a copy to the LEA, as required by Title 34 of the Code of Federal Regulations section 300.154(d). CONTRACTOR shall also provide notice under Title 34 of the Code of Federal Regulations section 300.154(d) prior to seeking payment from Medi-Cal for the first time and annually.

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 the 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 7 of this 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 a LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) 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 LEA 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 Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this 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 NPA, 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.

59. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EXTRAORDINARY CONDITIONS

The following shall apply in the event of a LEA or NPS school closure due to an emergency, in accordance with Education Code Sections 41422 and 46392:

- a. If CONTRACTOR is authorized to remain open during any of the extraordinary conditions specified in Education Code section 41422 and serves LEA students appropriately pursuant to this Contract, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed due to any of the extraordinary conditions specified in Education Code section 41422, and LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed due to any of the extraordinary conditions specified under Education Code section 41422, on the days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative

placement for the LEA student, CONTRACTOR shall not receive payment for the days the student is not in attendance due to CONTRACTOR'S NPS closure. \

- d. CONTRACTOR shall, in the event of school closures due to any of the extraordinary conditions specified under Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled LEA students. CONTRACTOR shall ensure its LEA students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate in the educational program. .
- e. In the event of CONTRACTOR'S closure due to any of the extraordinary conditions specified under Education Code section 41422, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.
- f. When a CONTRACTOR's closure due to extraordinary conditions specified under Education Code section 41422 is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

60. INSPECTION AND AUDIT

The 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 Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Paragraph 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. 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. Such access shall also include unannounced inspections by LEA.

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 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 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.

61. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA 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 Section 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 Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC ("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 LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director 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 LEA's Quality On-Site NPS Review Rubric.

62. DEBARMENT CERTIFICATION

By signing this Contract, 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, any state or local government contract or subcontract; violation of federal or any 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 Contract by and through their duly authorized agents or representatives. This 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

LEA

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to LEA shall be addressed to		
Name and Title:		
LEA:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:		

Additional LEA Notification (Required if completed)		
Name and Title:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:		

Notices to CONTRACTOR shall be addressed to:		
Name and Title:		
NPS/A:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:		

EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2020-2021 CONTRACT YEAR

CONTRACTOR _____ CONTRACTOR NUMBER _____ CDE TOTAL ENROLLMENT ALLOWED _____

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

Payment under this contract may not exceed \$233,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Paragraph 62)

SERVICE	DESCRIPTION	RATE
Language and Speech Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Paragraph 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Occupational Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Paragraph 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Physical Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Paragraph 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Behavior Intervention Services	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	Behavior Aide	\$65.00 Per Hour
	Board Certified Behavior Analyst	\$118.00 Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Paragraph 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
Other:	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Tracy Barbieri, Director of Special Education

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 (New Directions Solutions, dba ProCare Therapy) to Provide a Registered Behavior Assistant (RBA) for the 2022-2023 School Year.

BACKGROUND:

We would like to contract with New Directions Solutions to provide one Registered Behavior Assistant (RBA) for River Delta Unified School District students.

STATUS:

New Directions Solutions will provide a well-trained, highly skilled Registered Behavior Assistant (RBA) for River Delta Unified School District students. The 2022-2023 contract is not to exceed \$30,000.

PRESENTER:

Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$30,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (New Directions Solutions, dba ProCare Therapy) to Provide a Registered Behavior Assistant (RBA) for the 2022-2023 School Year.

Time allocated: 2 minutes



Sacramento County Office of Education

EDUCATION EMPOWERS

SACRAMENTO COUNTY SELPA

NONPUBLIC, NONSECTARIAN

SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2022-2023

MASTER CONTRACT

GENERAL AGREEMENT FOR
NONSECTARIAN, NONPUBLIC SCHOOL
AND AGENCY SERVICES

Contract Year: 22/23

LEA: _____

Nonpublic School : _____

Nonpublic Agency: New Directions Solutions LLC

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.

Extension of the Master Contract to provide for ongoing funding at the prior year's rates for up to 90 days at the sole discretion of the LEA and in accordance with Section 4 of this Master Contract. Expiration Date: _____

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2022-2023

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: New Directions Solutions, LLC

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 New Directions Solutions, LLC (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 NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure 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 NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on

or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the 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 and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, 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. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State to license, to provide nonmedical care room and board 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 in writing 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/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this 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 and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does 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, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to CDE any violations of the provisions of this Contract; and that this may result in the suspension and/or revocation of CDE NPA/S

certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Contract is to be re-negotiated prior to June 30, 2023. If the parties have not reached agreement by June 30th, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Contract to a CONTRACTOR is at the sole discretion of the 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 Contract incorporates LEA Procedures herein by this reference. Each ISA is incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This 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 the LEA with information as requested in writing to secure a Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Contract will be issued. If CONTRACTOR does not return the 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 Contract is received by LEA and will not be retroactive to the first day of the new Contract's effective date. If CONTRACTOR fails to execute the new Contract within such ninety-day period, all payments shall cease until such time as the new Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code §56366(c)(1) and (2)). In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each LEA student to 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 the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this 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 students.

Any and all changes to a student's educational placement/program/services provided under this Contract

and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the term 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 NPS/A.

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 ("IAES") is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California 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 ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, 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 this Contract, unless otherwise specified in this 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. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and 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 those requirements set forth in Title 34 of the Code of

Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations 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.

Nothing in this definition shall be construed as restricting the activities in 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. (California Code of Regulations, tit. 5, § 3001(x).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the California 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:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a foster parent if the authority of the biological or adoptive parents 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 (b)(2),
 - iii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iv. 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,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education 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 an 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 “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this 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 this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this 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 Contract. For purposes of this 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 through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, 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 NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; 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. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the 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 LEA 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 LEA student records, as required by State and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA 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 contract with venue in the County where LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Contract may be modified or amended by the 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, guideline or regulation upon which the modifications or changes are based.

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public

class initiated during the period of the Contract unless the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract either party shall give twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination.

ISAs are void upon termination of this Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall 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 Contract, 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 Contract or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- 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
\$4,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG20 10 or CG 20 26 (or equivalent) to provide that the District and its officers, officials, employees, and agents shall be additional insureds under such policies.

- B. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a limit of \$2,000,000 per accident.

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 accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to 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. **Sexual Assault and Molestation Insurance**

Contractor shall provide Sexual Abuse and Molestation coverage in the minimum amount of five million dollars (\$5,000,000) per occurrence.

- E. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**

Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

F. All Coverages

1. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
 2. All self-insured retentions over \$100,000 must be declared and approved by the District.
 3. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the District with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the District.
 4. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- G. All Certificates of Insurance must 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 NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits of at least:

\$3,000,000 per Occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the NPS/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.

- B. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per

Occurrence.

- C. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- D. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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 \$5,000,000 per occurrence.

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

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract 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 Contract 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 determined to be a partner, joint venturer, co-principle, 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 determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

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 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 notice and CONTRACTOR shall not subcontract for said service(s).

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 Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, 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 Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this 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 LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this 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 disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 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 an 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 the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid 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 LEA 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, CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, 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 is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this 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 the 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 good cause for termination of this Contract.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

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 NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

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 the 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 the student's IEP and ISA (including, but not limited to,

screenings, assessments, or interviews that occur prior to or as a condition of an LEA student's enrollment under the terms of this Contract), LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student's parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the 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 the 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 the student to receive a FAPE shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A 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.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices 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 the 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 LEA; (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 Contract.

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

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. 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 have 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 Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present.

NPAs providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORS providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, 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 the student's ISA developed in accordance with the 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 at the same level that California Education Code prescribes for 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 level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, 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 NPS is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the 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 NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a NPS:

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 LEA 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 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 NPS/A. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by and LEA students' 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 the student's 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 student's IEP team convened by the 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 NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those 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 NPA:

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 the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the 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 before delivery of any NPA services. 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 NPA service provided by CONTRACTOR. Any services provided without

this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

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 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, 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 recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, 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, the English Language Proficiency Assessments for California ("ELPAC"), and the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), as appropriate to the LEA student and mandated by LEA pursuant to LEA and State and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to 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 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, data collection, 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 the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this 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 the State and federal law and implementing regulations. If the 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 pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire or upon LEA request.

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 emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency intervention is used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student, (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 an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify the LEA, Parent, guardian, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, CONTRACTOR shall submit a copy of the BER to the LEA within twenty-four (24) hours.

In the event that an IEP meeting is required pursuant to 56251.1, the Contractor will coordinate with the LEA in the scheduling of the IEP.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a BIP, the behavior emergency involves a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, the LEA student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the student's BIP. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

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. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program 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.

CONTRACTOR shall review and revise all restraint practices 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 LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students 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; and (d) BERs have been properly completed and forwarded to LEA as required by this Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract.

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. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory

offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915, (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR 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 LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366

(a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If an LEA student is to be transferred from a NPS 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 LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the 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 Contract, the Parent, CONTRACTOR or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's 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 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 Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student disenrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA 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 by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of 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. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint

filed with the State of California, the Office of 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, California Education Code section 231.5; (4) Title IX Student Grievance Procedure 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 ("HIPAA"), 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. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

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 (4) 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 CONTRACTOR's place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, 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 intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the 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 Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation 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 LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 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 a LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited 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 student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, 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, and submit such transcripts on LEA-approved forms to the 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, the 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 Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence as specified in LEA Procedures.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence and CONTRACTOR fails to follow the procedures specified in this section, LEA shall not be responsible for the costs of services delivered following the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("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 student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR 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 CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to parents, both verbal and written.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 48853, 56155 *et seq.*, 56366(a)(2)(C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and as set forth in LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and 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); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as 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. CONTRACTOR shall also provide LEA with a copy of the student's current IEP.

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 NPS placement until the date on which an IEP team meeting is convened by LEA for the student, the IEP team determines that a NPS placement is appropriate; and the IEP is signed by the 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, respectively, special education and related services and designated instruction and related services to students under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the CONTRACTOR shall grant LEA, and/or LEA's designee access to its facilities for the purpose of conducting onsite visits in accordance with Education Code section 56366.1, subdivision (e)(3). The NPS shall, at minimum, grant access for at least one annual onsite monitoring visit. In addition, if the LEA does not currently have a student enrolled in the NPS, the NPS shall grant access for an onsite visit prior to the placement of any student. For each onsite visit, the NPS will ensure that the LEA or its designees is granted access sufficient for an observation of each LEA student, and a walkthrough of the facility.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA 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 held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using 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 standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or 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 NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. 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 NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to:

obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, its state's DOJ and FBI clearance are obtained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into 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). CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the NPS/A. 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 the LEA upon request.

45. 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 hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with 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 3001(r), 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 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).)

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.* Specifically, 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 where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

46. 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 Sacramento County Superintendent of Schools. 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 LEA 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 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 which such person is providing services under this Contract.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS and a LEA student'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. 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 NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement 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 LEA student shall not be deemed to be a qualified substitute for their 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 authorized LEA representative.

48. 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 NPS/A 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, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA 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 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 also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, 49406, and Health and Safety Code section 121545(a) 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 a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, 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.

CONTRACTOR shall comply with any and all local, federal, and/or state guidelines and/or regulations regarding workplace health and safety, including but not limited to any guidelines or regulations regarding the COVID-19 pandemic, and CONTRACTOR shall be solely responsible for implementing any and all requirements imposed by such local, federal, and/or state guidelines and/or regulations. CONTRACTOR acknowledges and agrees that LEA, at its sole discretion, may impose additional requirements on all CONTRACTORS and their employees and/or subcontractors while they are present on LEA sites and/or property or during any interactions with LEA staff and students as required to comply with applicable regulations related to workplace health and safety and/or to further LEA's efforts to provide a safe environment on its property. CONTRACTOR will, at its own cost and expense, review, follow, implement, and monitor safety and health measures as part of LEA's health and safety plans, policies and procedures and/or local, federal and/or state guidelines and regulations, including but not limited to vaccinations, testing, social distancing, face coverings, and sanitation.

CONTRACTOR's responsibility for the Clearance Requirements identified in Section 44 of the Contract extends to all of its employees, subcontractors, volunteers, employees of subcontractors, and anyone acting on behalf of CONTRACTOR who comes into contact with LEA students and/or staff regardless of whether they are designated as employees or as acting as independent contractors of the CONTRACTOR.

CONTRACTOR recognizes that there is presently an element of risk of COVID-19 or other related or similar pandemics transmission inherent in visiting public spaces, such as LEA's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. CONTRACTOR agrees that LEA cannot ensure the safety of CONTRACTOR or any of its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR from the risks of COVID-19 or other related or similar pandemics. CONTRACTOR has reviewed and understands the risks reflected in the local, state, and federal alerts, guidelines, and regulations. CONTRACTOR assumes all risks, known and unknown to it, its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR arising from CONTRACTOR's provision of services pursuant to this Contract, including risks related to COVID-19. CONTRACTOR assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses incurred by CONTRACTOR, CONTRACTOR's employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR arising from CONTRACTOR's provision of services pursuant to this Contract.

Pursuant to the indemnification requirements in this Contract, CONTRACTOR shall indemnify, hold harmless, and defend LEA from any damage, harm, or claim arising from CONTRACTOR's compliance or lack of compliance, with the requirements set forth herein. Additionally, if CONTRACTOR does not comply with any requirement set forth in this Contract, then LEA may terminate this Contract immediately, and CONTRACTOR shall be solely responsible for any and all associated costs, harm, or damage, incurred by LEA related to this breach.

In the event any provision or part of this section is found to be invalid or unenforceable, the validity,

legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to 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 NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, 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 responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and 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 Contract by LEA.

In signing this Contract, 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.

51. 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 the student with the administration of such medication after the student's parent(s) provides 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 the 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 student to whom medication is administered. Such written log shall specify the 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 ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

53. 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 Education Code 44691. In

addition, CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). 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 from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

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 LEA, Special Education Director and CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes 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 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 pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, 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 the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the NPS/A 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. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State laws. If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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 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. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the 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 NPS/A 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 sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to 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 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 rebilling 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 Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the 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 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. 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, as required by EC 56366.5(a); (e) education and/or related services are provided to 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 of 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 Paragraph 15 of this 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 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 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 LEA student 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 the 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 the 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 LEA's Authorized Representative of the dispute in writing. The 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 Contract shall be mediated with both parties paying their own costs for the mediation.

58. 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. If CONTRACTOR seeks to use an LEA student's public benefits to pay for special education and related services, it shall first provide written notice to the LEA Student's Parents, with a copy to the LEA, as required by Title 34 of the Code of Federal Regulations section 300.154(d). CONTRACTOR shall also provide notice under Title 34 of the Code of Federal Regulations section 300.154(d) prior to seeking payment from Medi-Cal for the first time and annually.

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 the 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 7 of this 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 a LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) 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 LEA 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 Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this 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 NPA, 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.

59. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EXTRAORDINARY CONDITIONS

The following shall apply in the event of a LEA or NPS school closure due to an emergency, in accordance with Education Code Sections 41422 and 46392:

- a. If CONTRACTOR is authorized to remain open during any of the extraordinary conditions specified in Education Code section 41422 and serves LEA students appropriately pursuant to this Contract, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed due to any of the extraordinary conditions specified in Education Code section 41422, and LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed due to any of the extraordinary conditions specified under Education Code section 41422, on the days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement for the LEA student, CONTRACTOR shall not receive payment for the days the student is not in attendance due to CONTRACTOR'S NPS closure. \
- d. CONTRACTOR shall, in the event of school closures due to any of the extraordinary conditions specified under Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled LEA students. CONTRACTOR shall ensure its LEA students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate in the educational program. .
- e. In the event of CONTRACTOR'S closure due to any of the extraordinary conditions specified under Education Code section 41422, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.
- f. When a CONTRACTOR's closure due to extraordinary conditions specified under Education Code section 41422 is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

60. INSPECTION AND AUDIT

The 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 Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Paragraph 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. 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. Such access shall also include unannounced inspections by LEA.

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 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 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.

61. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA 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 Section 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 Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC ("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 LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic

nature.

Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director 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 LEA's Quality On-Site NPS Review Rubric.

62. DEBARMENT CERTIFICATION

By signing this Contract, 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, any state or local government contract or subcontract; violation of federal or any 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 Contract by and through their duly authorized agents or representatives. This 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

LEA

New Directions Solutions LLC

River Delta Unified School District

Nonpublic School/Agency

LEA Name

By: Kayla Sekkat 07/21/22

By: _____

Signature Date

Signature Date

Kayla Sekkat, Director of Educational Resources

Tracy Barbieri, Director of Special Education

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to LEA shall be addressed to		
Name and Title: Trisha Salomon, Secretary		
LEA: River Delta Unified School District		
Address: 445 Montezuma Street		
City: Río Vista	State: CA	Zip: 94571

Phone: 707-374-1729	Fax: 707-374-2901
Email: tsalomon@rdusd.org	

Additional LEA Notification (Required if completed)		
Name and Title:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:		

Notices to CONTRACTOR shall be addressed to:		
Name and Title: Kayla Sekkat, Director of Educational Resources		
NPS/A: New Directions Solutions LLC		
Address: 5550 Peachtree Pkwy Suite 300		
City: Norcross	State: GA	Zip: 30092
Phone: 678-710-7941	Fax:	
Email: kayla.sekkat@procaretherapy.com		

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: New Directions Solutions LLC

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: \$30,000

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____

- 2) Inclusive Education Program
 (Includes Educational Counselling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)
 DAILY RATE: _____

- 3) Related Services: _____

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Speech and Language Assistants</u>	<u>85-90</u>	<u>Per Hour</u>
<u>Language and Speech (415)</u>	<u>105-120</u>	<u>Per hour</u>
<u>Adapted Physical Education (425)</u>	<u>120</u>	<u>Per Hour</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>75-85</u>	<u>Per hour</u>
<u>Physical Therapy Assistant</u>	<u>90-100</u>	<u>Per Hour</u>
<u>Assistive Technology Services (445)</u>	<u>100</u>	<u>Per Hour</u>
<u>Occupational Therapy (450)</u>	<u>100-115</u>	<u>Per hour</u>
<u>Physical Therapy (460)</u>	<u>100-115</u>	<u>Per Hour</u>
<u>Individual Counseling (510)</u>	<u>90-100</u>	<u>Per Hour</u>
<u>Counseling and Guidance (515)</u>	<u>90-100</u>	<u>Per Hour</u>
<u>Parent Counseling (520)</u>	<u>90-100</u>	<u>Per Hour</u>
<u>Social Work Services (525)</u>	<u>95-105</u>	<u>Per Hour</u>
<u>Psychological Services (530)</u>	<u>120-130</u>	<u>Per Hour</u>

Behavior Intervention Services (535)	95-105	Per Hour
Occupational Therapy Assistant	90-95	Per Hour
Specialized Deaf and Hard of Hearing (710)	85-95	Per Hour
Interpreter Services (715)	85-100	Per Hour
Audiological Services (720)	120-130	Per Hour
Specialized Vision Services (725)	80-100	Per Hour
Orientation and Mobility (730)	100-115	Per Hour
Paraprofessionals	55-65	Per Hour
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Transportation Services		
Other (900)		

Please Provide Additional Cost Information (Mileage, IEP Attendance, Etc.):

Description:	Rate:	Period:
Mileage Reimbursement based on district and approval.	.57 cents/permile	Term of contract

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: _____

From: Victoria Turk, Principal

Item Number: 10.10

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

SUBJECT:

Request to Approve the Donation of Window Coverings and Installation Costs for Rio Vista High School Cafeteria from Sorensen Foundation and the Rio Vista High School Booster Club.

BACKGROUND:

Sorensen Foundation and the Rio Vista High School Booster Club donated \$30,000.00 to cover total cost of the purchase and installation of window coverings for the Rio Vista High School Cafeteria.

STATUS:

Donations are to be acknowledge and approved by the Board of Trustees

PRESENTER:

Victoria Turk, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

Donation from the Sorensen Foundation and the Rio Vista High School Booster Club.

RECOMMENDATION:

That the Board Approves the donation and installation of window coverings to the Rio Vista High School Cafeteria from the Sorensen Foundation and Rio Vista High School Booster Club.

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: November 8, 2022

Attachments: _____

From: Victoria Turk, Principal

Item Number: 10.11

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

SUBJECT:

Request to Approve the Donation of Vape Sensors and Installation from Rio Vista Police Department and the Rio Vista High School Booster Club.

BACKGROUND:

Rio Vista Police Department and Rio Vista High School Booster Club donated \$8864.00 to cover the total cost of the purchase and installation of Vape Detectors in Quad Bathrooms of Rio Vista High School.

STATUS:

Donations are to be acknowledge and approved by the Board of Trustees

PRESENTER:

Victoria Turk, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Donation from the Rio Vista Police Department and the Rio Vista High School Booster Club.

RECOMMENDATION:

That the Board Approves the donation and installation of Vape Detectors an installation from the Rio Vista Police Department and Rio Vista High School Booster Club.

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: November 8, 2022

Attachments: X

From: Nancy Vielhauer, Asst. Superintendent of Ed. Services

Item Number: 10.12

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

SUBJECT:

Request to approve the renewal of the contract for Soul Shoppe Programs (Peacemaker Program) that supports D.H. White Elementary School students with their social-emotional needs for the 2022-2023 School Year.

BACKGROUND:

D.H. White Elementary School is requesting to contract with Soul Shoppe to access the Peacemaker Program. The Peacemaker Program is a restorative conflict resolution model for elementary schools. The goal of the program is to build a school-wide, peer-based restorative model that students use to work through problems and conflict. Two D.H. White Elementary School teachers will be trained to implement the program learning how to train and nurture student Peacemakers throughout the year. D.H. White Elementary School will receive the Certification Foundations and all resources and materials needed for full implementation for the total cost of \$6,000.00. The contract comes with access to online learning platforms and synchronous lessons. The contract is for the 2022-23 school year.

STATUS:

DHW has identified staff to implement the program once the contract is approved.

PRESENTER:

Nancy Vielhauer, Asst. Superintendent of Ed. Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

\$6,000 Lottery Unrestricted Funds

RECOMMENDATION:

Request that the Board approves this one-year contract with Soul Shoppe for the 2022-2023 academic year so that D.H. White Elementary School staff can begin to implement the Peacemaker Program at DH White Elementary School.

Time allocated: 2 minutes

Soul Shoppe Programs



2022-2023

School
Agreement



This Agreement is entered into by and between SOUL SHOPPE PROGRAMS (“SOUL SHOPPE”) and _____ (“SCHOOL”) (collectively “the Parties”) on this ____ day of _____, 2022 for the 2022-23 school year (“Period”). SCHOOL is contracting with SOUL SHOPPE to receive access to certain education products through SOUL SHOPPE’s in-person training and/or Online Learning Platform. The Online Learning Platform may include digital courses, Livestream Lessons, videos, questions, quizzes, worksheets, follow up activities, and the like.

I. SCHOOL INFORMATION

Name of School:	
Principal Name:	
Principal Cell Phone: <i>(used only in case of facilitator’s illness the morning of programs)</i>	
Principal Email:	
Scheduling Contact Person:	Scheduling Contact Phone:
Scheduling Contact Email:	
Invoicing Contact Person:	Invoicing Contact Phone:
Invoicing Contact Email:	
School Street Address:	
City, State, Zip:	
School Phone:	School Fax:
School District Name:	
District Contract Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	Purchase Order Required: <input type="checkbox"/> Yes <input type="checkbox"/> No
Ed Tech Platform Used:	
District Tech Contact Person:	District Tech Contact Phone:
District Tech Contact Email:	



II. LIST OF SERVICES & RATES

SOUL SHOPPE agrees to provide the following services at the following rates:

♥ PROGRAM PACKAGES

	Virtual Lessons (Livestream)	Onsite Lessons (In-Person)
Elevate Empathy	<input type="checkbox"/> \$12,850	<input type="checkbox"/> \$14,950
Activate Understanding	<input type="checkbox"/> \$10,495	<input type="checkbox"/> \$13,900
Cultivate Connection	<input type="checkbox"/> \$8,000	<input type="checkbox"/> \$9,150

♥ PEACEMAKER TRAINER CERTIFICATION

<input type="checkbox"/> \$6,000	Certification Fundamentals
<input type="checkbox"/> \$10,750	Certification Plus
<input type="checkbox"/> \$3,000	Certification Year 2
<input type="checkbox"/> \$2,000	Peacemakers Unite!
<input type="checkbox"/> \$350	Peacemaker Trainer Coaching Hour



♥ **STAFF AND PARENT PROGRAMS**

STAFF PROGRAMS

<input type="checkbox"/> \$500	Staff In-Service
<input type="checkbox"/> \$500	Classified Staff Training

PARENT PROGRAMS

<input type="checkbox"/> \$500	One-Hour Parent Workshop
<input type="checkbox"/> \$1,750	Brain-Based Parenting Support (5-part series) in partnership with Positive Parenthood
<input type="checkbox"/> \$1,500	Decolonizing Parenting for Beginners (4-part series) in partnership with Afterschooling Better
<input type="checkbox"/> \$1,500	Building Safe and Sacred Containers at Home (4-part series) in partnership with Afterschooling Better

♥ **OTHER SERVICES**

<input type="checkbox"/>	
--------------------------	--

TOTAL ESTIMATED FEE FOR SERVICES: \$



III. TERMS OF AGREEMENT

A. Definitions:

1. **Services** means those services provided by SOUL SHOPPE to SCHOOL as set forth in Section II, above.
2. **Period** refers to SCHOOL's 2022 to 2023 school year, the duration in which SOUL SHOPPE will provide Services.
3. **Online Learning Platform** refers to the platform through which SOUL SHOPPE will deliver its Services and includes on-demand content such as courses, videos, questions, quizzes, worksheets, follow up activities, resources, and the like.
4. **Synchronous Lessons** refers to those lessons SOUL SHOPPE delivers as Livestream Lessons via Zoom or other compatible real-time video conferencing application requested by SCHOOL and Onsite Lessons delivered in person.
5. **Licensed Material** refers to the SOUL SHOPPE product and Services specified in this Agreement, including in Section II above, materials delivered via SOUL SHOPPE's Online Learning Platform, Livestream Lessons, video, audio, and other content, curriculum, documentation, and software.
6. **Confidential Information** means all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). SOUL SHOPPE's Confidential Information includes, without limitation, the Services, its user interface design and layout, pricing information, and the Licensed Material.

Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.

7. **SOUL SHOPPE Property** means the Online Learning Platform, Licensed Material, content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by SOUL SHOPPE as part of Services or in response to SCHOOL's requests for customized content. All rights, titles and interests in and to such items, including all associated intellectual property rights, remain only with SOUL SHOPPE. SOUL SHOPPE reserves all rights unless expressly granted in this Agreement.



- B. License:** SOUL SHOPPE grants SCHOOL a limited, non-exclusive, non-transferable license, without sublicense rights, to access and use Licensed Material during the Period.
- C. Online Lessons:** SCHOOL understands that SOUL SHOPPE will deliver its Services virtually through its Online Learning Platform and via Zoom. SCHOOL acknowledges that SOUL SHOPPE's responsibility is only to deliver the contracted Services in Section II above. Accordingly, it is SCHOOL's responsibility to provide all other resources, materials, products, or services required by SCHOOL. SCHOOL shall ensure that users are adequately equipped to access SOUL SHOPPE's virtual content.
- 1. Technology Requirements.** SOUL SHOPPE's Online Learning Platform is built using the Thinkific platform. A device (desktop, laptop, tablet, mobile phone) with access to the internet is required. The following web browsers are supported:

Desktop (the last two versions): Chrome, Firefox, Safari, Microsoft Edge
Mobile: iOS Safari - 11 and up, Chrome, Samsung Internet

Note that SOUL SHOPPE does not support Internet Explorer.
- D. Online Learning Platform Access:** SOUL SHOPPE provides course access through Clever, or alternatively, will provide SCHOOL an onboarding packet that contains links to the Online Learning Platform and instructions for how to gain access to the course. SCHOOL will distribute access information to their teachers and students. SOUL SHOPPE recommends that each teacher user and student user have a unique account to access the Online Learning Platform. Accounts are set up using an email address. One week lead time is required for course access.
- E. Rescheduling or Cancellations for Synchronous Lessons:** SOUL SHOPPE budgets its year based on contracts such as this Agreement. However, SOUL SHOPPE also recognizes that unexpected situations arise and schedule changes are sometimes necessary. Accordingly, the Parties agree to address the rescheduling of Synchronous Lessons as follows:
- 1. Good Faith Collaboration:** SOUL SHOPPE is committed to being in partnership with SCHOOL to support Synchronous Lesson delivery and will make every reasonable effort to fulfill the agreed upon Services, including scheduling substitute facilitators when possible. In return, SCHOOL agrees to collaborate in good faith and make every reasonable effort to ensure Synchronous Lessons are delivered in the sequence and time that coincides with the intention of the course. The following policies have been created to ensure robust and supportive communication and fulfillment of contracted Services:
 - a. 24 hours' notice.** SOUL SHOPPE commits resources to fulfill the agreed upon services contracted with schools. If a school needs to cancel a Synchronous Lesson, it **must be canceled with at least 24 hours' advance notice** or SOUL SHOPPE will bill the school or district for the full price of the Synchronous Lesson. If SCHOOL cancels a Synchronous Lesson **with at least 24 hours' advance notice**, SOUL SHOPPE will work with SCHOOL to reschedule the lesson.



- b. **Attempts at re-scheduling:** If SCHOOL cancels a Synchronous Lesson, SOUL SHOPPE will attempt to reschedule the lesson. However, if SOUL SHOPPE attempts to contact the school **at least 3 times** to reschedule, and the school does not communicate with SOUL SHOPPE, SOUL SHOPPE will bill the full price of the Synchronous Lesson to the school. If SCHOOL responds that it no longer wants the lesson delivered, the Parties will cooperate to reach a mutually agreeable solution appropriate to the circumstances. If a mutually agreeable solution cannot be reached, SCHOOL remains responsible for paying for the Synchronous Lesson.
- c. **Synchronous Lesson canceled by SOUL SHOPPE:** If SOUL SHOPPE must cancel a Synchronous Lesson, SOUL SHOPPE and SCHOOL will work in good faith to reschedule the lesson. However, if rescheduling is not feasible, SOUL SHOPPE will not invoice SCHOOL for that lesson.

F. Data and Data Security

1. **SCHOOL Data and User Data.** All data and materials uploaded or entered by SCHOOL, including user information and user records, remain the property of SCHOOL (“SCHOOL Data”). All user-generated content and personally identifiable information about any users (“User Data”) shall remain the property of the user, or of the parent or legal guardian of the User. SCHOOL represents and warrants that it has appropriate rights to any SCHOOL Data and User Data. SCHOOL grants SOUL SHOPPE the right to use the SCHOOL Data and User Data solely for purposes of performing under this Agreement. Users (or parents or legal guardians of the User), retain ownership and control of all User Data that is provided or accessed through SOUL SHOPPE’s course, and ownership of such User Data never passes to SOUL SHOPPE. During the term of this Agreement, SCHOOL may export SCHOOL Data and User Data to the extent allowed by the functionality within SOUL SHOPPE’s Services. For training and demonstration purposes, SOUL SHOPPE may use and share SCHOOL Data and User Data, but will share only with supervisors, instructors and other SCHOOL employees who have appropriate authorization.
2. **SCHOOL Responsibilities.** SCHOOL must (i) keep its passwords secure and confidential; (ii) be solely responsible for SCHOOL Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify SOUL SHOPPE promptly of any such unauthorized access; and (iv) use the SOUL SHOPPE’s Services only as contemplated by this Agreement. SCHOOL authorizes its integrators or other third-party vendors and SOUL SHOPPE to conduct initial setup and to allow continued access to SCHOOL Data for the sole benefit of SCHOOL. SCHOOL may provide SOUL SHOPPE the name and contact information for all third parties authorized by SCHOOL, or necessary for SCHOOL to use the Services. SCHOOL is solely responsible for ensuring compliance by its authorized integrators or other third-party vendor(s) with all federal, state and local privacy laws and regulations.



- G. Mutual Confidentiality:** Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. Each Recipient of Confidential Information must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement. This clause survives the termination of this Agreement.
- H. Restrictions on SOUL SHOPPE Property:** SCHOOL may not (i) sell, resell, rent or lease the access to Services or use it in a service provider capacity; (ii) interfere with or disrupt the integrity or performance of Services or attempt to gain unauthorized access to Services or its related systems or networks; (iii) use Services for other than internal SCHOOL educational purposes; (iv) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer Services or modify, create derivative works based on Services; or (v) access Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. This clause survives the termination of this Agreement.
- I. No Unauthorized Recording or Reproduction:** All content delivered by SOUL SHOPPE as part of its Services is the property of SOUL SHOPPE and SCHOOL shall not at any time record, reproduce, or copy such content without SOUL SHOPPE's express written authorization.
- J. Compensation:** SCHOOL agrees to compensate SOUL SHOPPE for Services delivered during the 2022-23 school year at the rates set forth above in Section II. The total compensation to SOUL SHOPPE shall not exceed \$_____, except as otherwise agreed to by the Parties. SCHOOL shall be responsible for any and all expenses incurred in association with the performance of Services.
- K. Form and Timing of Payments:** SCHOOL shall make payments via check, credit card or Electronic Funds Transfer to SOUL SHOPPE. Credit card payments are subject to a three percent (3%) service fee. Payment for Services are due within ten (10) days after both Parties have signed this Agreement and prior to the commencement of delivery of Services.
- L. Late Fees:** Any invoice not paid within 60 days of billing is subject to a two percent (2%) monthly interest charge. SOUL SHOPPE reserves the right to use any and all means of collection available under Applicable Law to collect any amount past due.
- M. Payments, Correspondence, and Notices:** All payments, correspondence, and notices to SOUL SHOPPE shall be delivered to SOUL SHOPPE as follows:

SOUL SHOPPE PROGRAMS
111 FAIRMOUNT AVENUE, SUITE 503
OAKLAND, CA 94611
PHONE: (510) 338-3231
FAX: (510) 338-3234
SUPPORT@SOULSHOPPE.ORG



- N. **Termination of Contract:** This Agreement may only be terminated before its expiration as follows: a) by written consent of both Parties; or b) by the non-breaching party if either party materially breaches the contract and fails to cure the breach within 30 days following written notification of such breach from the other party.
1. Upon termination of this Agreement by either party for any reason, each party shall promptly (no later than 30 days after the effective date of termination) return to the other all Confidential Information, property, or material in any form, whether digital, electronic, audio, hardcopy, or otherwise and shall not retain copies of any such Confidential Information, property, or material unless expressly permitted by this Agreement or required by Applicable Law.
 2. SCHOOL's access to SOUL SHOPPE's Online Learning Platform and contracted for Services shall be discontinued.
 3. SCHOOL shall pay SOUL SHOPPE all amounts due upon either the earlier of their invoiced due dates or thirty (30) days after the effective date of termination.
- O. **SCHOOL Liaison:** SCHOOL will designate an individual to serve as its primary liaison to SOUL SHOPPE for all communications related to SOUL SHOPPE's provision of Services.
- P. **Conflict Resolution and Communication:** If problems arise with delivery or quality of Services, the Parties agree to communicate immediately so such problems can be handled expediently. The Parties further agree to communicate honestly and openly with the intent of resolving any and all issues to the best of their ability.
- Q. **Limitation of Liability:** SOUL SHOPPE is not liable for any indirect, special, incidental or consequential damages arising out of or related to this Agreement (including, without limitation, costs of delay, loss of data, records, or information). SCHOOL further agrees that SOUL SHOPPE's total liability arising out of or related to this Agreement, whether in contract, tort, or otherwise does not exceed the amount paid by SCHOOL within the 12-month period before the event giving rise to the liability.
- R. **SCHOOL's Exclusive Remedy and SOUL SHOPPE's Sole Liability for Intellectual Property Infringement Claims:** SOUL SHOPPE will defend or settle any third party claim against SCHOOL to the extent that such claim alleges that SOUL SHOPPE technology used to provide Services violates a copyright, patent, trademark or other intellectual property right. SCHOOL must promptly notify SOUL SHOPPE of any such claim in writing, cooperate with SOUL SHOPPE in the defense, and allow SOUL SHOPPE solely to control the defense or settlement of the claim. If such a claim appears likely, then SOUL SHOPPE may modify Services, procure the necessary rights, or replace the infringing part of Services with a functional equivalent. If SOUL SHOPPE determines that none of these are reasonably available, then SOUL SHOPPE may terminate Services and refund any prepaid and unused fees. SOUL SHOPPE has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by SOUL SHOPPE or for any third party services not owned by SOUL SHOPPE.



- S. **Indemnity:** To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.
- T. **Disclaimer of Warranties.** SOUL SHOPPE provides its services "AS IS" and makes no warranties, express or implied, including any implied warranty of fitness for a particular purpose and noninfringement with respect to the Online Learning Platform and the materials. SOUL SHOPPE does not warrant that access to the Online Learning Platform will be uninterrupted or that the Online Learning Platform or the materials are error-free. Some states do not allow the disclaimer of all warranties, and you may have other rights that vary depending on your state.
- U. **Non-discrimination:** The Parties agree that they will not illegally discriminate against any person in violation of local, state and federal laws, including but not limited to Title 2, Title 7, and Title 9.
- V. **Compliance with Laws, Policies, Regulations, Procedures, and Rules:** The Parties agree to comply with all local, state, and federal laws and regulations, and each of the Parties respective policies, procedures, and rules. Each party agrees to make available to the other its policies, procedures, and rules applicable to this Agreement.
- W. **Governing Law, Jurisdiction, and Venue:** The laws of the State of California govern this Agreement. Any action to enforce the rights, duties and obligations of the Parties shall be brought and maintained in state and federal courts in Alameda County, California and both parties hereby submit to the jurisdiction of such courts.
- X. **Enforceability:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the Parties intend that such provision be modified to make it enforceable to the maximum extent permitted by law. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
- Y. **No Assignment:** Neither party may assign or transfer this Agreement to a third- party without the consent of the other party, except that this Agreement may be transferred to a third-party without consent of the other party as part of a merger or sale of all or substantially all the assets of a party.
- Z. **No Third Party Rights:** This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third-party, including a relationship in the nature of a third party beneficiary or fiduciary.



- AA. Attorneys' Fees and Costs:** If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- BB. Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- CC. Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for failure to pay fees) if the delay or failure to perform is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure of internet services, failure or diminishment of power of telecommunications or data network services, or refusal of a license by a government agency of the same or any other term, covenant, or condition herein contained.
- DD. Headings and Captions:** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.
- EE. Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- FF. Counterparts:** This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For all purposes a signature by fax, digital, or electronic means shall be treated as an original.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

NAME OF SCHOOL ENTERING INTO AGREEMENT:

Authorized Signer Date

Printed Name and Role

SOUL SHOPPE PROGRAMS:

A handwritten signature in black ink, appearing to read "Vicki Abadesco", with a long horizontal stroke extending to the right.

vicki abadesco! Date
Executive Director

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: Date of Meeting

Attachments: X

From: Craig Cornelson, Principal

Item Number: 10.13

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

SUBJECT:

Request to Approve the Overnight Travel for Delta High School's Wrestling Team to Participate in Two Wrestling Tournaments. McKinleyville, NV on December 10, 2022 and Morro Bay, CA on January 20-21, 2022.

BACKGROUND:

Delta High School would like to participate in the McKinleyville High Wrestling Invitational and California Invitational Wrestling Tournament in McKinleyville and Morro Bay, Ca respectively.

STATUS:

Overnight travel must be approved by the Board of Trustees. The Delta High School's Wrestling Team requests overnight travel approval to McKinleyville High School December 10, 2022 and Morro Bay High School January 20th and 21, 2022 to participate in wrestling tournaments.

PRESENTER:

Craig Cornelson, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

AJ Valles-Wrestling Coach, Shane Cooper-DHS Teacher (Volunteer), Camille LeBlanc-DHS Teacher (Volunteer), Tom Pender (Volunteer)

COST AND FUNDING SOURCES:

Site Funds-Lottery, Heavenly Booster Fund

RECOMMENDATION:

That the Board approves the overnight travel for Delta High School's Wrestling Team on December 10, 2022 and January 20-21, 2022.

Time allocated: 2 minutes

McKinleyville High School

1300 Murray Road ~ McKinleyville, CA 95519 ~ (707)839-6400 ~ FAX (707)839-6407 ~ mckinleyvillehighschool.nohum.org
Nic Collart, Principal ~ Dustin Dutra, Assistant Principal ~ Ashley Lankila, Dean of Students



McKinleyville High Wrestling Invitational

Date : December 10 , 2022

Where : McKinleyville High School
1300 Murray Road
McKinleyville , Ca 95519

Cost : \$250.00 per team
Individual or partial teams cost available

Weigh-ins: 7:00 a.m. McKinleyville High
14 weight classes (scratch weight)
Most outstanding lower and upper weight awards
1st -3rd Team awards

Payment : McKinleyville High School Wrestling
1300 Murray Road
McKinleyville , Ca 95519

Contact : Virgil Moorehead -e-mail vmorehead@earthlink.net
Coach'# (707) 826-2079 (w)
(707) 845-9401 (c)

Team name _____

Contact information _____

CALIFORNIA INVITATIONAL WRESTLING TOURNAMENT

**Morro Bay High School
235 Atascadero Road**

Morro Bay, CA 93442
Phone: (805)771-1845
Fax: (805)772-5944

WHAT: California Invitational Wrestling Tournament (CIT)
WHEN: Friday, January 20th & Saturday, January 21st, 2023
WHERE: Morro Bay High School

ENTRY: **\$450.00 Per Team**
Make checks payable to Morro Bay High School
\$500.00 Per Team if paid after January 20th
(Per SLCUSD Request, CIT will be on first come first serve basis to the first 60 teams to turn in their contract.)

LEVEL: Varsity Boys

WEIGHTS: Scratch Weight +1 (109, 116, 123, 129, 135, 141, 148, 155, 163, 173, 185, 198, 223, 288). Weigh-ins will take place in the Big Gym, you must be in the weigh-in area at the start of weigh-ins each day. Doors will close at 9:00am on Friday & 7:00am on Saturday, if you miss weigh-ins, you will be eliminated from the tournament.

FORMAT: Double Elimination Tournament on 10 Mats in 2 Gyms. We will run 6 mats in the big gym, 1 mat in our wrestling room (located in big gym) and 3 in the small gym.

TIME:	<u>Friday, January 20, 2023</u>	<u>Saturday, January 21, 2023</u>
	9:00 AM Weigh-Ins by Team	7:00 AM Weigh-Ins by Weight
	11:00 AM Wrestling Begins	8:00 AM Wrestling Begins

AWARDS: Individual Placings 1st - 8th
Team Placings 1st - 3rd
Outstanding Lower & Upper Weight

CONCESSIONS: Full Concession will be available both days.

COACHES PASSES & MEALS: Each team will receive 4 coaches passes for floor entry and 4 tickets for coaches meals.

CONTACT: Any questions can be directed to Alberto Garza - Morro Bay Wrestling Coach @ (805)550-1248 call/text or @ agarza09@yahoo.com

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

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 Membership Agreement with CODESP Public HR to Provide Pre-Employment Testing Products and Services for Potential Classified Employees.

BACKGROUND:

River Delta Unified School District is required to provide a rigorous pre-employment proficiency test for classified employees as required for specified positions.

STATUS:

The River Delta Unified School District's current testing methods need to be modernized to meet current standards. It would be helpful for applicants to have a study guide to prepare for the rigorous testing. CODESP Public HR will provide Test Materials, Study Guides, Resource Library, Tutorials, Trainings, and Sample Interview Questions.

PRESENTER:

Kathy Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

\$183.33 Monthly

RECOMMENDATION:

That the Board approves the Membership Agreement with CODESP Public HR.

Time allocated: 2 minutes



2022 – 2023 CODESP MEMBER FEE STRUCTURE

Members include public educational agencies – colleges, county offices of education, school districts, charter schools and ROPs, etc.

Current Fiscal Year: July 1, 2022 through June 30, 2023

Prorated: Prorated amount for any time after August 1, 2022 through June 30, 2023 *with an obligation for full-year membership for the following full fiscal year (July 1, 2023-June 30, 2024)**

SCHOOL DISTRICT**/COUNTY OFFICE OF EDUCATION/COMMUNITY COLLEGE DISTRICTS*** FEE SCHEDULE

Number of Budgeted Classified FTEs (Full-Time Equivalent Positions)	Annual Fee	Prorated Fee [^]
200 or less	\$2,200	\$183.33/month
201 – 400	\$2,300	\$191.67/month
401 – 600	\$2,400	\$200.00/month
601 – 800	\$2,500	\$208.33/month
801 – 1,000	\$2,600	\$216.67/month
1,001 – 2,000	\$2,800	\$233.33/month
2,001 – 3,000	\$3,000	\$250.00/month
3,001 or more	\$3,200	\$266.67/month

**Based on ADA of 1,000 or more

***Based on a centralized college district HR department

SMALL SCHOOL DISTRICT (FEWER THAN 1,000 ADA) FEE SCHEDULE

County Office of Education Status	Annual Fee – No Prorated Option
County Office of Education is a CODESP member	\$0
County Office of Education is NOT a CODESP member	\$1,100

CHARTER SCHOOL / ROP FEE SCHEDULE

Annual Fee	Prorated Fee [^]
\$2,200	\$183.33/month

NON-PUBLIC SCHOOL FEE SCHEDULE

Annual Fee	Prorated Fee [^]
\$1,100	\$91.67/month

AFTERSCHOOL-HEAD START PROVIDERS – SCHOOL DISTRICT PAID OPTION

AFTERSCHOOL-HEAD START PROVIDERS PAYING THEIR OWN FEES – PLEASE REFER TO SEPARATE AFTERSCHOOL-HEAD START PROVIDERS FEE SCHEDULE

Number of Sites	Annual Fee
Fewer than 15	\$700
Between 15 – 25	\$1,100
Over 25	\$2,200

Afterschool or Head Start Providers that conduct their own testing and pay their own fees have a fee schedule posted on our website under **Join CODESP / Afterschool-Head Start Providers**. If a member district pays for the afterschool provider's fees, please refer to the schedule above. This fee is in addition to the district's membership fee.

Afterschool/Head Start providers will have no access to the test materials and the secure areas of the CODESP website. The member district will take all responsibility for testing. Only **three requests** can be made for the afterschool provider per year. A letter signed by the HR Administrator is required to acknowledge that the afterschool provider testing will be conducted at the member district.

PAYPAL PAYMENT OPTION: Customers have the option to pay with a credit card through PayPal. Payments through PayPal will be subject to an additional 3.5% service fee.

[^]Prorated fee is based on a prorated annual fee. This fee will be 1/12th of the annual fee for each month remaining in the current fiscal year (July – June) and must be paid in full at the time an agency becomes a member.

***Fees are adopted each fiscal year by the CODESP Board of Directors and may differ from the fees in the current fiscal year**

The final selection of test materials is the customer's responsibility.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Jennie Gornto, Interim Principal

Item Number: 10.15

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

SUBJECT:

Request to Pre-Approve the D.H. White Elementary School Parent Teacher Club (PTC) School Fundraisers for the 2022-2023 School Year.

BACKGROUND:

Every year River Delta's School sites encourage the various students ASB Clubs and parent organizations to raise funds to further and enhance the educational experience. Fundraisers were required to be pre-approved by the district office and presented to the Board for final approval prior to the event.

STATUS:

Generally, these fundraisers are held annually. The fundraisers have received a cursory review with pre-approval from the District Office and are seeking approval from the Board.

Fundraisers are:

- Scholastic Book Fairs
- Dances for Parent/Guardian (significant adult) and D.H. White Student(s)

PRESENTER:

Jennie Gornto, Interim Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

Not applicable

RECOMMENDATION:

That the Board Approves the 2022-2023 PTC Fundraiser pre-approval additional list for the D.H. White Elementary School as presented.

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: November 8, 2022

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 11

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

SUBJECT:

Request to set and approve the scheduling of the Annual Organizational Meeting of the Board of Trustees of the River Delta Unified School District for Tuesday, December 13, 2022 with the Open Session Beginning at 6:30 p.m. at the Rio Vista High School Theater

BACKGROUND:

Under the provisions of Education Code section 35143, the governing board is required to set an annual Organizational Meeting "within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational Meetings, in years in which no such regular election for governing board members is conducted, shall be held during the same 15-day period on the calendar." (Board members are seated the *second Friday* of December following the November election [Education Code § 5017])

STATUS:

The 15-day period for 2022 is: December 9-23, 2022. Currently, the District's December meeting is scheduled for Tuesday, December 13, 2022, Rio Vista High School Theater, 6:30 p.m.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

No cost to set the Organizational Meeting of the Board of Trustees

RECOMMENDATION:

That the Board set and approve the scheduling of the Annual Organizational Meeting of the Board of Trustees of the River Delta Unified School District for Tuesday, December 13, 2022 with the General Open Session beginning at 6:30 p.m. at the Rio Vista High School Theater.


Time allocated: 3 minutes



Sacramento County Office of Education

10474 Mather Boulevard
P.O. Box 269003
Sacramento, CA 95826-9003
(916) 228-2500 • www.scoe.net

Memorandum

TO: District Superintendents
FROM: David W. Gordon, County Superintendent 
DATE: October 5, 2022

SUBJECT: ANNUAL ORGANIZATIONAL MEETING FOR GOVERNING BOARDS

Under the provisions of Education Code section 35143, your governing board is required to set an annual organizational meeting “within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar.” (Board members are seated the *second Friday* of December following the November election [Education Code § 5017])

**The 15-day period for 2022
is: December 9 – 23**

The day and time of your annual organizational meeting are to be selected by your governing board at its regular meeting held *immediately before the beginning of the 15-day period*, and the County Superintendent of Schools shall be notified of the day and time selected.

Following your regular meeting at which you set your annual organizational meeting, please complete and return the enclosed form, notifying us of the date and time of your organizational meeting.

NOTE: Education Code section 35143 requires the County Superintendent of Schools to designate the date and time for the annual organizational meeting if your Board fails to do so. Therefore, it is important that we receive this form no later than **5:00 p.m. on December 1, 2022. If necessary, please send the form to us via fax at **916.228.2403**.**

After your organizational meeting has been held, please have the enclosed “Certificate of Election of Board President, Clerk, and Board Representative” (**yellow form**) completed, signed, and forwarded to this office. If you have any questions, please call Wende Watson at 916.228.2410.

Enclosures

CERTIFICATE OF ELECTION
OF
BOARD PRESIDENT, VICE PRESIDENT, AND
OTHER BOARD OFFICER OR REPRESENTATIVE

INSTRUCTIONS: *Please complete and forward this certificate to the County Superintendent of Schools immediately following your annual organizational meeting, which must be held between December 9 and December 23, 2022.*

It is hereby certified that at the annual organizational meeting of the governing board of the _____ District, held _____, 2022, the following officers and representatives were elected:

PRESIDENT: _____

Address: _____

VICE PRESIDENT: _____

Address: _____

OTHER BOARD OFFICER OR REPRESENTATIVE: _____

(if any)

Address: _____

Submitted by: _____

Title: _____

Return to: **Wende Watson**
Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003

SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING

TO: David W. Gordon, County Superintendent
Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003

FROM: _____ District

The annual organizational meeting of this district has been set for:

Date: _____

Time: _____

Place: _____

This action was taken during the regular meeting *immediately preceding* December 9, 2022.

I hereby certify that all members and members-elect will be notified in writing of the time and place of the annual organizational meeting.

Signed: _____

Title: _____

Date: _____

PLEASE NOTE: If the district does not confirm the scheduling of its annual organizational meeting, the County Superintendent of Schools shall set the date and time of the district's annual organizational meeting as required by Education Code section 35143.

Education Code Section 35143

The governing board of each school district shall hold an annual **organizational meeting**. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office.

Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

Education Code Section 5017

Each person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the second Friday in December next succeeding his or her election. Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 12

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

SUBJECT:

Request to Approve the First Reading of the Updated or New Board Policies, Administrative Regulation and or Exhibits Due to New Legislation or Mandated Language and Citation Revisions as of September 2022. In addition, Revisions to BP 4119.11/4219.11/4319.11 – Sexual Harassment and Fraternization.

BACKGROUND:

Changes in legislation and amendments to laws lead to necessary/mandated changes in District Board Policies, Administrative Regulations and Exhibits. Requests have been made to review and revise BP 4119.11/4219.11/4319.11 – Sexual Harassment and Fraternization.

STATUS:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to September 2022 and revisions to Board Policy 4119.11/4219.11/4319.11 – Sexual Harassment and Fraternization which need to be approved for first reading.

These Board Policies, Administrative Regulations and Exhibits will be submitted for a second and final reading and approval at the December 13, 2022 Board meeting.

PRESENTER:

Katherine Wright, Superintendent and Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the first reading of these Board Policies, Administrative Regulations and Exhibits as submitted resulting from legislation effective prior to September 2022, as well as revisions to BP 4119.11/4219.11/4319.11.

Time allocated: 3 minutes

CSBA POLICY GUIDE SHEET September 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 3515.3 – District Police/Security Department

Policy updated to clarify that a job description delineating the duties of district police or security officers is required to be approved by the Governing Board and reflect **NEW LAW (SB 906, 2022)** which requires district police and security officers, when notified by a school official of a threat or perceived threat that a student is preparing to commit a homicidal act related to school or school activity, to immediately conduct an investigation and assessment of the threat or perceived threat. Policy also updated to add characteristics for which discrimination by district police or security officers is prohibited, and expand the list of tactics district police or security officers are required to use to minimize the use of force.

Administrative Regulation 3515.3 – District Police/Security Department

Regulation updated to clarify that the district is required to provide each security officer with the latest course of training, as specified, and include the definition of “carotid restraint” and “choke hold”. Regulation also updated to amend the policy requirements that district police departments are required to maintain by (1) rearranging material to keep related content together, (2) adding that officers carry out duties in a manner that reflects cultural competency, (3) providing that there are procedures to prohibit an officer from training other officers for at least three years from the date that an abuse of force complaint against an officer is substantiated, and (4) reflecting **NEW LAW (AB 26, 2021)** which requires the policy maintained by district police departments to include that (a) officers report potential excessive force immediately, (b) an officer may not be retaliated against when reporting a suspected violation of law or regulation of another officer or supervisor, and (c) an officer who fails to intercede be disciplined up to and including in the same manner as the officer who used excessive force. Additionally, regulation updated to reflect **NEW LAW (AB 486, 2021)** which requires full-time district police officers, and public safety dispatchers as specified, to serve in a probationary status for not less than one year from the date of appointment to the full-time position in order to receive permanent classified service status.

Board Policy 4118 – Dismissal/Suspension/Disciplinary Action

Policy updated to reflect **NEW COURT DECISION** ([Kennedy v. Bremerton School District](#)), in which the U.S. Supreme Court held that the district’s decision not to rehire a high school coach who refused to follow district direction to refrain from offering prayers openly in the presence of students after football games, violated the employee’s free exercise and free speech rights. Policy also updated to include language formerly in AR that prohibits the disciplining of any employee for protecting a student who is exercising a free speech or press right.

Administrative Regulation 4118 - Dismissal/Suspension/Disciplinary Action

Regulation updated to move, from AR to BP, material which prohibits the disciplining of an employee for acting to protect a student’s right to free speech or press, and to make clarifying changes throughout.

Board Policy 4119.1/4219.1/4319.2 – Civil and Legal Rights

Policy updated to reflect **NEW COURT DECISION** ([Kennedy v. Bremerton School District](#)), in which the U.S. Supreme Court held that the district’s decision not to rehire a high school coach who refused to follow district direction to refrain from offering prayers openly in the presence of students after football games, violated the employee’s free exercise and free speech rights. Policy also updated to include types of retaliation prohibited when an employee is acting solely to protect a student engaged in conduct authorized by Education Code 48907 (freedom of speech and press) or 48950 (speech and other communication), and clarify that an employee is prohibited from using official authority status or influence to attempt to intimidate, threaten, coerce, or command another employee for the purpose of interfering with that employee’s right to disclose improper governmental activity.

Board Policy 4140/4240/4340 – Bargaining Units

Policy updated to reflect **NEW LAW (SB 270, 2021)** which allows a district 20 days to cure a violation of the district’s employee information disclosure obligation when the district is notified by an employee organization, and limits district opportunity to cure a violation that involves the provision of an inaccurate or incomplete list to three times in any 12-month period. Policy also updated to reflect **NEW LAW (SB 191, 2022)** which provides additional obligations for a district when an “inperson orientation” cannot be held by the district. Additionally, policy updated to include heading change from “Access to Employee Orientations” to “Access to New Employee Orientations, and to clarify language in this section and in “Formation of Bargaining Unit” section.

Administrative Regulation 4161.2/4261.2/4361.2 – Personal Leaves

Regulation updated to reflect **NEW LAW (SB 294, 2021)** which clarifies that leave of absence granted an employee to serve as an elected officer of an employee organization is in addition to other leaves to which the employee may be entitled by law or agreement and **NEW LAW (AB 1033, 2021)** which defines “parent” to include “parents-in-law.” Regulation also updated to change heading “Legal Duties” to “Leave to Perform Legal Duties” and to make clarifying changes throughout.

Administrative Regulation 4161.5/4261.5/4361.5 – Military Leave

Regulation updated to include explanatory notes for the “Pension Plan Service Credit” and “Employment Status” sections, clarify language throughout, and delete dated and unnecessary material.

Board Policy 4216 – Probationary/Permanent Status

Policy updated to reflect **NEW LAW (AB 486, 2021)** which requires full-time district police officers, and public safety dispatchers as specified, to serve in a probationary status for not less than one year from the date of appointment to the full-time position in order to receive permanent classified service status, and **NEW LAW (SB 874, 2022)** which extends to districts that have adopted the merit system the requirement that a permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position be employed in the classification from which the employee was promoted.

Board Policy 4218 - Dismissal/Suspension/Disciplinary Action

Policy updated to reflect **NEW COURT DECISION (Kennedy v. Bremerton School District)**, in which the U.S. Supreme Court held that the district’s decision not to rehire a high school coach who refused to follow district direction to refrain from offering prayers openly in the presence of students after football games, violated the employee’s free exercise and free speech rights. Policy also updated to include language formerly in AR that prohibits the disciplining of any employee for protecting a student who is exercising a free speech or press right, and to clarify language within the “Procedures for Serious Disciplinary Proceedings” section.

Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action

Regulation updated to move, from AR to BP, material which prohibits the disciplining of an employee for acting to protect a student’s right to free speech or press, and to make clarifying changes throughout.

Board Policy 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System)

Policy updated to reflect **NEW COURT DECISION (Kennedy v. Bremerton School District)**, in which the U.S. Supreme Court held that the district’s decision not to rehire a high school coach who refused to follow district direction to refrain from offering prayers openly in the presence of students after football games violated the employee’s free exercise and free speech rights. Policy also updated to reflect Education Code 48907 and 48950 that prohibit districts from disciplining any employee acting to protect a student who is exercising their free speech or press right.

Board Policy 6146.1 – High School Graduation Requirements

Policy updated to move to the beginning of the policy students’ obligation to complete statewide and Governing Board adopted graduation requirements unless exempted from local requirements, and include eligibility for students exempt from local requirements to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate. Policy also updated to reflect **NEW LAW (AB 101, 2021)** which (1) no longer authorizes a course in career technical education to serve as an alternative to the visual or performing arts or world language course requirement for high school

graduation, and (2) requires, beginning with the 2029-30 school year, a student to complete a one-semester course in ethnic studies, as specified, to graduate from high school. Additionally, policy updated to reflect **NEW LAW (AB 181, 2022)** which requires districts to (1) exempt eligible students with disabilities from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements and award such students a high school diploma, and (2) notify the parents/guardians of eligible students of such exemption, as specified. Policy also updated to delete material applicable only to the 2020-21 school year, and to incorporate material from the accompanying AR, as the AR is being deleted as otherwise unnecessary.

DELETE – Administrative Regulation 6146.1 – High School Graduation Requirements

Regulation deleted as unnecessary with key concepts incorporated into the BP.

Board Policy 6158 – Independent Study

Policy updated to reflect **NEW LAW (AB 181, 2022)** which (1) encourages districts to consider offering more than one independent study model for short- and long-term placements when adopting policy, (2) changes the threshold for when tiered reengagement strategies are required to be implemented, (3) adds that tiered reengagement strategies procedures include local programs intended to address chronic absenteeism, (4) includes that the requirement to develop a plan to transition students whose families wish to return to in-person instruction, as specified, applies to students who participate in independent study for at least 15 school days, (5) creates an exemption from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements for any student who is enrolled in classroom-based instruction and is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, (6) specifies that a signed written/learning agreement be obtained before the student begins independent study for students participating in independent study for 15 school days or more, and within ten school days of the first day of the student's enrollment for student participation of less than 15 school days, (for both traditional and course-based independent study), (7) adds that for students with disabilities the certificated employee designated as having responsibility for the special education programming of the student is required to sign the written/learning agreement, (for both traditional and course-based independent study), and (8) includes that a student with disabilities may participate in a course-based independent study program if the student's individualized education program specifically provides for such participation. Policy also updated to (1) move and expand material regarding the requirement for Governing Boards to hold a public hearing when setting policy, as specified, (2) emphasize that no student may be required to participate in independent study, (3) clarify that for course-based independent study procedures tiered reengagement strategies are not required to include notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, and (4) delete material applicable only to the 2021-22 school year.

Administrative Regulation 6158 – Independent Study

Regulation updated to reflect **NEW LAW (AB 181, 2022)** which (1) no longer includes individualized alternative education designed to teach the knowledge and skills of the core curriculum in the list of educational opportunities that may be provided through independent study, (2) includes that a student with disabilities may participate in independent study if the student's individualized education program specifically provides for such participation, (3) specifies that if a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's individualized education program (IEP) team is required to make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement, (4) provides that a student's inability to work independently, need for adult support, or need for special education or related services does not preclude the IEP team from determining that the student can receive FAPE in an independent study placement, (5) clarifies that, until July 1, 2024, any student who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided by means of the virtual program, as specified, and (6) creates an exception to the limitation on the percentage of students enrolled in a continuation high school or opportunity school or program who are eligible for apportionment credit for independent study for students participating in independent study due to an emergency, as specified. Regulation also updated to clarify that if a student transfers to another public school in California, a written

record of findings from any evaluation conducted because a student has failed to make satisfactory educational progress be forwarded to that school. Additionally, regulation updated to delete material pertaining to adult education and that which is applicable only to the 2021-22 school year.

Board Policy 6164.2 – Guidance/Counseling Services

Policy updated to expand the Governing Board’s philosophical statement to include student well-being, and reflect **NEW LAW (AB 2508, 2022)** which (1) urges districts to adopt a comprehensive educational counseling program and, for districts that provide such services, to implement a structured and coherent counseling program within a Multi-Tiered Systems of Support framework, (2) revises the definition of “educational counseling,” (3) amends the legislative intent of the responsibilities of school counselors, (4) requires educational counseling to include specified postsecondary services, and (5) revises the components that educational counseling is required and authorized to include. Policy also updated to reflect **NEW LAW (AB 643, 2021)** which encourages districts to host apprenticeship and/or career technical education fair events, such as college and career fairs and for districts that do hold such events to notify apprenticeship programs in their county, as specified. Additionally, policy updated to move material regarding early identification and intervention plans for students who may be at risk for violence.

Board Policy 6178 – Career Technical Education

Policy updated to move material regarding career technical education program components to be with related content, reflect **NEW LAW (AB 101, 2021)** which no longer authorizes a course in career technical education to serve as an alternative to the visual or performing arts or world language course requirement for high school graduation, and reflect **NEW LAW (AB 643, 2021)** which encourages districts to host apprenticeship and/or career technical education fair events, such as college and career fairs, and for districts that do hold such events to notify apprenticeship programs in their county, as specified.

Administrative Regulations 6178 – Career Technical Education

Regulation updated to reflect **NEW LAW (AB 1923, 2022)** which includes science, technology, engineering, and mathematics courses as required alternative courses that must be offered to students participating in partnership academies.

Board Policy 6200 – Adult Education

Policy updated to reflect **NEW LAW (AB 486, 2021)** which repeals the authorization for districts in sparsely populated areas to participate in the adult education program administered by the county office of education. Policy also updated to (1) expand the Board’s philosophical statement, (2) move material regarding the district’s participation in a consortium to be with newly added material of similar content, (3) include that the Board may authorize an adult education student pursuing a high school diploma or a high school equivalency certificate, upon recommendation of the student’s adult school or noncredit program of attendance, to attend a community college during any session or term as a special part-time student, and (4) provide that a district may, with the approval of the County Superintendent of Schools and the Superintendent of Public Instruction, contract with another district to provide adult education instruction if the district has an adult school or classes but is unable to maintain that school or class(es) because of an inability to secure a teacher(s) or because of a lack of facilities.

Administrative Regulation 6200 – Adult Education

Regulation updated to reorder material related to enrollment, clarify that the exception to the requirement for adult education classes to be located in a facility which is identified as being open to the general public is for programs for adults with disabilities, reflect **NEW LAW (AB 486, 2022)** which (1) changes the classes/courses which are authorized for apportionment purposes from the Adult Education Program funds, (2) includes that programs for immigrants may include immigrant integration, (3) repeals that a course taken through independent study be required to meet state or local high school graduation requirements, and (4) repeals the authorization for materials purchased from the incidental expense account to be sold to adult school students for use in their classes. Regulation also updated to clarify that programs offering pre-apprenticeship training activities be conducted in coordination with apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area, provide that approval for courses be submitted to the California Department of Education regularly, emphasize that no student may be required to participate in independent study, delete material regarding continued engagement in K-12

independent study as not being applicable to this AR, include that fees may be required for enrollment in adult education class(es) before listing the exceptions, and amend language to be more closely aligned with law.

Board Policy 7110 – Facilities Master Plan

Policy updated to recognize the importance of teacher housing needs, and reflect **NEW LAW (AB 306, 2021)** which adds the definition of “residential housing” as it applies to district facilities, excludes from the definition of “school building” any building used or intended to be used by a district as “residential housing,” and specifies that the Department of General Services is not required to approve residential housing for earthquake safety and access by persons with disabilities.

Board Policy 7150 – Site Selection and Development

Policy updated to add material regarding the Governing Board’s obligations when evaluating property prior to acquiring a new school or an addition to an existing school site, and reflect **NEW LAW (AB 819, 2021)** which requires the district to post specified environmental review documents.

Administrative Regulation 7150 – Site Selection and Development

Regulation updated to specify that the request for information to evaluate the safety of a proposed site be in writing, and reflect **NEW LAW (AB 819, 2021)** which requires the district to post specified environmental review documents.

Board Bylaw 9100 – Organization

Bylaw updated to reflect **NEW LAW (AB 486, 2021)** which changes the date requirements for districts to hold their annual organizational meeting.

MINOR REVISION:

Board Policy 4030 – Nondiscrimination in Employment

Policy updated to make a minor revision by adding a note which reflects **NEW COURT DECISION (Kennedy v. Bremerton School District)**, in which the U.S. Supreme Court held that the district’s decision not to rehire a high school coach who refused to follow district direction to refrain from offering prayers openly in the presence of students after football games, violated the employee’s free exercise and free speech rights.

CSBA POLICY GUIDE SHEET
October 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 6146.1 – High School Graduation Requirements

Policy updated to reflect **NEW LAW (AB 185, 2022)** which restores the option to authorize the completion of a course in career technical education in lieu of the visual or performing arts or world language course requirement for high school, which authority was deleted by prior legislation.

MINOR REVISION:

Board Policy 6178 – Career Technical Education

Policy updated to make a minor revision to the note to reflect **NEW LAW (AB 185, 2022)** which restores the option to authorize the completion of a course in career technical education in lieu of the visual or performing arts or world language course requirement for high school, which authority was deleted by prior legislation.

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2000 | **Last Revised Date:** ~~12/09/01/2014~~2022 | **Last Reviewed Date:** ~~12/09/01/2014~~2022

CSBA NOTE: The following optional policy and accompanying administrative regulation are subject to collective bargaining and may be deleted or revised by any district whose agreement covers certificated employee suspension and discipline. Pursuant to Government Code 3543.2, the district and the bargaining unit representing certificated employees must, upon request of either party, negotiate causes and procedures for disciplinary action, other than dismissal and suspension beyond 15 days.

For information about dismissal of substitute or temporary employees, see BP 4121 - Temporary/Substitute Personnel.

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, and administrative regulation.

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. According to the Court, since the prayer, a religious activity, occurred during a period when employees would ordinarily be free to engage in personal secular activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to engage in a personal religious activity such as offering a prayer. Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA District and County Office of Education Legal Services or the district's legal counsel, accordingly.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave, or dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

Suspension/Dismissal Procedures

CSBA NOTE: Education Code 44932 and 44933 specify the causes for which a certificated employee may be suspended without pay or dismissed; see the accompanying administrative regulation.

The Superintendent shall notify the Board whenever ~~he/she believes that~~ there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person.- (Education Code 44934, 44934.1)

CSBA NOTE: Pursuant to Education Code 44934 and 44934.1, upon the formulation or receipt of a written statement of charges, the Governing Board may notify the employee of the Board's intent to suspend or dismiss ~~him/her. Education Code 44934.1, as added by AB 215 (Ch. 55, Statutes of 2014), requires a similar notice for charges of egregious misconduct.~~ the employee.

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of ~~its~~ the Board's intention to suspend or dismiss ~~him/her~~ the employee at the expiration of 30 days from the date the notice is served.- (Education Code 44934, 44934.1)

CSBA NOTE: Prior to serving the notice of suspension or dismissal, Education Code 44938 requires that, when the charge involves unsatisfactory performance or unprofessional conduct, the employee must be given time to correct the performance or conduct as provided in the following two paragraphs. According to *Crowl v. Commission on Professional Competence*, when the employee fully remediates the misconduct specified in the written notice, no disciplinary action may be taken. The *Crowl* decision did not address what could be done when the misconduct specified in the notice reoccurs. Because the lack of further misconduct may not necessarily be equal to full remediation, appropriate disciplinary action should be determined on a case-by-case basis in consultation with legal counsel and the collective bargaining agreement.

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct ~~his/her~~ the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665.- The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year.- (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct ~~his/her~~ the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice.- (Education Code 44938)

CSBA NOTE: Education Code 44936, ~~as amended by AB 215 (Ch. 55, Statutes of 2014)~~, allows a suspension or dismissal notice to be given at any time of year, except when the charge is unsatisfactory performance in which case the notice must be given during the instructional year. ~~As amended,~~ Education Code 44936 also requires any written notice given during the instructional year to be served personally or by mail, whereas notices outside of the instructional year must be served personally upon the employee.

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed; and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

CSBA NOTE: Pursuant to Education Code 44939, 44939.1, and 44940, the Board may immediately suspend an employee from ~~his/her~~ performing assigned duties pending suspension or dismissal proceedings for specified causes.

Pursuant to Education Code 44939, ~~as amended by AB 215 (Ch. 55, Statutes of 2014)~~, an employee who is immediately suspended for a charge other than egregious misconduct may, within 30 days of receiving the suspension notice, serve the Board and file a motion with the Office of Administrative Hearings to seek reversal of the suspension. The review will be limited to whether the facts as alleged in the statement of charges would be a sufficient basis for immediate suspension. A hearing will be held no later than 30 days after the motion is filed, and the administrative law judge will issue a decision no later than 15 days after the hearing. During the review of the motion or while dismissal charges are pending, the Board retains the authority to determine the physical placement and assignment of the employee.

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from ~~his/her~~ assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, 44940)

CSBA NOTE: If an employee has requested a hearing upon receiving notice of suspension or dismissal, the hearing will be conducted by the Commission on Professional Competence or an administrative law judge pursuant to Education Code 44944 or 44944.1; see the accompanying administrative regulation. The hearing before the Commission on Professional Competence must begin within six months of the employee's request for the hearing, unless extended due to extraordinary circumstances. The Commission on Professional Competence consists of an administrative law judge of the Office of Administrative Hearings, a member appointed by the Board, and a member appointed by the employee.

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of

the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944.- (Education Code 44944)

Policy Reference UPDATE Service

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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 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
Ed. Code 44008	Effect of termination of probation
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary certificated employees
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 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism
Gov. Code 11505-11506	Hearing
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium

H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 291	School employees arrest for sex offense
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

[California Constitution Article 1, Section 1](#)

Federal Law

[U.S. Constitution First Amendment](#)

Management Resources

Commission on Teacher Credentialing Publication

Court Decision

Court Decision

Court Decision

Website

Website

Website

Website

Website

Inalienable rights

Description

[Free exercise, free speech, and establishment clauses](#)

Description

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007

[Kennedy v. Bremerton School District \(2022\) 142 S.Ct. 2407](#)

Crowl v. Commission on Professional Competence, (1990) 225 Cal. App. 3d 334

Morrison v. State Board of Education (1969) 1 Cal.3d 214

Commission on Teacher Credentialing

CSBA

[Department of General Services, About Teacher Dismissal Case Type \(https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/About/Page-Content/About-Teacher-Dismissal\)](#)

[Office of Administrative Hearings \(https://www.dgs.ca.gov/OAH\)](#)

[Office of the Attorney General \(https://oag.ca.gov/\)](#)

Cross References

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1114

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District-Sponsored Social Media

District-Sponsored Social Media

Complaints Concerning District Employees

Complaints Concerning District Employees

Uniform Complaint Procedures

Uniform Complaint Procedures

Uniform Complaint Procedures

Uniform Complaint Procedures

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4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
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4119.21-E(1)	Professional Standards
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4361	Leaves
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Regulation 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2000 | **Last Revised Date:** ~~12/09/01/2014~~2022 | **Last Reviewed Date:** ~~12/09/01/2014~~2022

CSBA NOTE: The following optional administrative regulation should be revised to reflect provisions applicable to the size of the district as well as any related provisions of collective bargaining agreements.

Pursuant to Government Code 3543.2, the district and certificated employee bargaining unit must, upon request of either party, negotiate causes and procedures for disciplinary action, other than dismissal and suspension beyond 15 days. If the Governing Board has adopted a collective bargaining agreement which includes such procedures, then, pursuant to Education Code 44932, the authorization to suspend an employee for up to 15 days pursuant to the procedures specified in Education Code 44933, 44934, 44934.1, 44935, 44936, 44937, 44943, and 44944 would not apply. The suspension procedures specified in Education Code 44934 and 44939, ~~as amended by AB 215 (Ch. 55, Statutes of 2014)~~, are explicitly for use only by districts that do not have a collective bargaining agreement.

Because Education Code provisions pertaining to employee suspension and dismissal are complex, districts are advised to consult with legal counsel before instituting such proceedings.

Causes for Suspension or Dismissal

CSBA NOTE: Education Code 44932 lists causes for which a certificated employee may be suspended without pay or dismissed. ~~AB 215 (Ch. 55, Statutes of 2014) amended Education Code 44932 to add egregious misconduct, as defined, as a cause for dismissal and to delete membership in the Communist party.~~

The causes listed in Education Code 44932 have been found to be so broad as to be sometimes difficult to apply. However, the California Supreme Court (*in Morrison v. State Board of Education*), has articulated a seven-part test to determine fitness to teach, including (1) likelihood of recurrence of the questioned conduct or performance, (2) extenuating or aggravating circumstances, (3) effect of notoriety and publicity, (4) impairment of teacher-student relationships, (5) disruption of the education process, (6) motive, and (7) proximity or remoteness in time of conduct or performance. The conduct or performance that gives rise to the need to suspend or dismiss need not occur on or involve district property.

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance

6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with children
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or district
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 (~~prohibiting the advocacy or teaching~~ of communism)
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (~~Education Code 44933~~)

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising his/her free speech or press rights pursuant to Education Code 48907 or 48950. (~~Education Code 48907, 48950~~) (Education Code 44933)

Suspension/Dismissal of Permanent Employees

CSBA NOTE: Procedures for the suspension or dismissal of permanent employees are addressed in Education Code 44932-44947. ~~Some of these procedures were amended by AB 215 (Ch. 55, Statutes of 2014), including the establishment of an alternative procedure for charges related solely to egregious misconduct.~~

See the accompanying Board policy for information about Board responsibilities related to reviewing the statement of charges, providing notice to the employee of the Board's intent to suspend or dismiss ~~him/her~~ the employee, and, when applicable, appointing a member of the Commission on Professional Competence that will conduct a hearing on the matter.

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board, or a written statement of charges shall be formulated by the Board that cause to suspend or dismiss the permanent employee exists (Education Code 44934, 44934.1)
2. ~~Upon~~ The employee, upon receiving notice of the Board's intent to suspend or dismiss ~~him/her, the employee,~~ may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and the employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)
3. Except when ~~an~~ the employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)
4. The employee shall be suspended or dismissed when the Commission on Professional Competence or administrative law judge has issued its decision supporting suspension or dismissal

or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss. (Education Code 44941, 44943, 44944)

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

Suspension/Dismissal of Probationary Employees

CSBA NOTE: With proper notice, the district may choose not to rehire probationary employees for the following year without giving a statement of reasons; see ~~AR 4117.6 - Decision Not to Rehire~~ BP 4116 - Probationary/Permanent Status. However, during the school year, probationary employees may only be suspended without pay or dismissed for cause and in accordance with the applicable procedures specified in law.

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons ~~provided that it is done in accordance with AR 4117.6 - Decision Not to Rehire and, if~~ proper notice is provided by March 15. (Education Code 44929.21, 44929.23)

CSBA NOTE: Districts with average daily attendance (ADA) of 250 or more may dismiss probationary employees during the school year in accordance with the procedures contained in Education Code 44948.3, in which case the decision whether to dismiss an employee rests with the Board rather than the Commission on Professional Competence (Option 1 below).

Districts with less than 250 ADA should select the appropriate option below depending on how the district grants permanent status to certificated employees in accordance with BP/AR 4116 - Permanent/Probationary Status. Districts with less than 250 ADA that have not adopted a collective bargaining agreement may elect to use the procedures in Education Code 44934 and 44934.1 for dismissal of probationary employees (Option 2 below), as reflected in the section "Suspension/Dismissal of Permanent Employees" above. Alternatively, Education Code 44948.2 authorizes districts with less than 250 ADA to elect to dismiss probationary employees during the school year pursuant to Education Code 44948.3 (Option 1 below). When districts with less than 250 ADA decide to use the procedures in Education Code 44948.3, their employees will become permanent employees if they are not served with a notice of non-reelection before March 15 of their second year. Since Education Code 44948.3 applies only to dismissal of probationary employees in districts with 250 ADA or more or to districts of less than 250 ADA that elect to use Education Code 44948.3, it is not appropriate for use by districts that either grant permanent status after three consecutive years or that reelect employees from year to year without granting permanent status.

(Districts with ADA of 250 or more, or districts with less than 250 ADA that have elected to use the dismissal procedures in Education Code 44948.3)

During the school year, ~~a probationary employees~~ employee who is in their the first or second year of service may be dismissed only for one or more of the causes listed in ~~items~~ Items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second-year probationary employee is so charged, the following procedures shall apply for dismissing the employee during the school year: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code 44664.

CSBA NOTE: Pursuant to Education Code 44948.3, the probationary employee may request a hearing as provided below. ~~His/her~~ **The employee's** failure to request a hearing within 15 days from receipt of the dismissal notice constitutes a waiver of the right to a hearing.

2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for a hearing is submitted to the Board within 15 days.

CSBA NOTE: Education Code 44948.3 authorizes the district to establish procedures for the appointment of an administrative law judge to conduct the hearing and submit ~~his/her~~ **a** recommended decision to the Board. Item #3 may be revised to reflect any such procedures established by the district.

3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

Compulsory Leave of Absence

CSBA NOTE: Whenever a certificated employee is charged with a "mandatory leave of absence offense" as defined in Education Code 44940, the district is required to place ~~him/her~~ **the employee** on a compulsory leave of absence. Penal Code 291 requires law enforcement, including the local police, sheriff, or California Highway Patrol, to telephone the Superintendent when a school employee has been arrested for a sex offense and provide written notice to the County Superintendent of Schools and the Commission on Teacher Credentialing (CTC).

~~AB 215 (Ch. 55, Statutes of 2014) amended Education Code 44940 to add murder or attempted murder to the list of mandatory leave of absence offenses (item #2 below) and to delete exceptions regarding controlled substances (item #3 below).~~

Pursuant to Education Code 44009 and 44425, ~~the~~ CTC will revoke the credential of an individual who has been convicted of a mandatory leave of absence offense.

Upon being informed by law enforcement that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (~~prohibiting~~ murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

CSBA NOTE: Education Code 44940 permits the Board to require compulsory ~~leave~~leave for certain "optional leave of absence offenses" as defined below. ~~AB 215 (Ch. 55, Statutes of 2014) amended Education Code 44940 to move violations or attempted violations of Penal Code 187 from the list of optional leave of absence offenses to the list of mandatory leave of absence offenses.~~

The following optional paragraph should be revised to reflect offenses which the Board has determined will require a compulsory leave of absence.

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless ~~he/she demands~~ a hearing ~~is demanded~~. (Education Code 44940, 44940.5)

CSBA NOTE: Pursuant to Education Code 44940.5, while on compulsory leave, the ~~employee may receive his/her~~employee's salary ~~may be paid~~ if ~~he/she~~the employee provides a suitable bond or other acceptable security as a guarantee that ~~he/she will repay~~ the leave-period salary ~~will be repaid~~ if ~~the employee is~~ convicted of the charges or if ~~he/she~~ fails to return to district service. If the employee is acquitted or the charges are dismissed, the district must reimburse ~~him/her~~the employee for the cost of the bond upon return to service in the district. If an employee who does not furnish a bond or other security is acquitted or the charges are dismissed, the district must pay ~~his/her~~the employee's salary for the time spent on leave upon return to service.

Education Code 44940.5 specifies that, if the charges against an employee are dismissed as a result of the employee's successful completion of a drug diversion program and the employee returns to service, the employee may elect to receive payment for ~~his/her~~any accrued leave and differential pay for the length of the employee's leave of absence.

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of ~~his/her~~the second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

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.

State	Description
5 CCR 80303	Reports of change in employment status, alleged misconduct
5 CCR 80304	Notice of sexual misconduct
Ed. Code 44008	Effect of termination of probation
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary certificated employees
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 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism
Gov. Code 11505-11506	Hearing
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium
H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions

Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 291	School employees arrest for sex offense
Pen. Code 667.5	Prior prison terms, enhancement of prison terms
Management Resources	Description
Commission on Teacher Credentialing Publication	California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007
Court Decision	Crowl v. Commission on Professional Competence, (1990) 225 Cal. App. 3d 334
Court Decision	Morrison v. State Board of Education (1969) 1 Cal.3d 214
Website	Commission on Teacher Credentialing
Website	CSBA

Cross References

Code	Description
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
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 PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512-E(1)	Equipment
3512-E PDF(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516.2	Bomb Threats
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace

4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4112	Appointment And Conditions Of Employment
4112.1	Contracts
4112.4	Health Examinations
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
4112.5-E PDF(1)	Criminal Record Check
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4117.7	Employment Status Reports
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees

4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131.1	Teacher Support And Guidance
4131.1	Teacher Support And Guidance
4136	Nonschool Employment
4141	Collective Bargaining Agreement
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4212.4	Health Examinations
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
4212.5-E PDF(1)	Criminal Record Check
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4213.5	Working Remotely
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards

4219.21-E(1)	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241	Collective Bargaining Agreement
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4312.4	Health Examinations
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
4312.5-E PDF(1)	Criminal Record Check
4312.6	Personnel Files
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4313.5	Working Remotely
4317.7	Employment Status Reports
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment

4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition

6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed Session

Policy 4119.1/4219.1/4319.1: Civil And Legal Rights

Status: ADOPTED

Original Adopted Date: 03/01/2004 | **Last Revised Date:** ~~07/09/01/2012~~2022 | **Last Reviewed Date:**
~~07/09/01/2012~~2022

CSBA NOTE: The following policy is optional and may be revised to reflect district practice. Though employees have the same constitutional and statutory rights as other citizens, there are situations in which the district may limit some of those rights. In *Johnson v. Poway Unified School District*, the federal court of appeals ~~ruled~~found that a district's action controlling the speech of its employee when the employee posted two large banners that contained text which when taken out of context promoted a religious viewpoint did not violate the employee's First Amendment ~~rights~~right when the speech occurred at work in the employee's role as a teacher.

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the employee's performance of his/her duties.

An employee's personal beliefs and activities, including religious, political, cultural, social, or other beliefs ~~or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not violate law, Board policy, or administrative regulation~~performance of the employee's duties.

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. The Court held that since the prayer occurred during a break, a period when employees would ordinarily be free to engage in personal activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to offer a private, personal prayer. Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA District and County Office of Education Legal Services or the district's legal counsel, accordingly.

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

CSBA NOTE: The following optional paragraph provides for ~~district employees'~~the right to privacy of district employees pursuant to Article 1, Section 1 of the California Constitution. In addition, Education Code 49091.24 allows teachers the right to refuse to submit to district surveys or evaluations concerning certain personal beliefs as stated below. ~~Specific limits regarding applicability of privacy rights of employees require complex analysis of law, so district legal counsel should be consulted when such questions arise.~~

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

CSBA NOTE: Education Code 48907 gives students the right to exercise freedom of speech and of the press and mandates districts to adopt reasonable rules and regulations concerning the time, place, and manner for students to engage in those activities; see BP/AR 5145.2 - Freedom of Speech/Expression. In addition, Education Code 48950 prohibits a district from disciplining any high school student solely for his/~~her~~the student's speech or other communication which would be protected by either the U.S. or California Constitution if engaged in outside of school campus. Both these provisions prohibit the disciplining of any employee who acts to protect a student engaged in any conduct authorized under these provisions.

No employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

CSBA NOTE: When investigating an allegation of employee misconduct, the district may need to consider whether a search of the employee's desk, files, or other district-provided equipment, such as a computer or cell phone, is warranted. The determination of whether a search is legally justified is complex and depends on whether the employee has a reasonable expectation of privacy in the items to be searched and whether the search is reasonable at its inception. Given the legal complexities, it is recommended that CSBA District and County Office of Education Legal Services or district legal counsel be consulted prior to a search and that employees conducting searches receive appropriate instruction as to how the search is to be conducted.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

Whistleblower Protection

CSBA NOTE: Education Code 44110-44114, the Reporting by School Employees of Improper Governmental Activities Act, and Labor Code 1102.5 provide "whistleblower protection" to employees who refuse to be a party to, or who report, noncompliance with a state or federal law or regulation. This protection does not cover employees when they speak out within their employment setting on matters related to their official duties. In *Garcetti v. Ceballos*, the U.S. Supreme Court held that when public employees speak out in the workplace about work-related issues, they may be subject to employee discipline since they are not speaking as citizens for First Amendment purposes. However, employees have the right to speak out as concerned citizens outside of the work environment. In addition, to the extent that the employee's speech is on an issue subject to whistleblower protection, then the protections provided to employees by the whistleblower statutes would be applicable.

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, ~~he/she~~the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of

the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code [1102.7](#), [1102.8](#))

No employee shall use or attempt to use his/her official authority [status](#) or influence to intimidate, threaten, coerce, or command, [or attempt to intimidate, threaten, coerce, or command](#), another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

CSBA NOTE: An employee may be liable for an action in civil damages for interfering with the right of another employee to disclose an improper governmental action. In *Hartnett v. Crosier*, a California appellate court ruled that "management employees" could also be held liable for their acts of retaliation committed when acting in a supervisory role.

An employee who has disclosed improper governmental activity and believes that he/she has ~~subsequently been subjected to~~ acts or attempted acts of reprisal [have subsequently occurred](#) shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against ~~him/her~~ [the employee](#), in accordance with Education Code 44114.

Protection Against Liability

CSBA NOTE: ~~20 USC 6731-6738~~ [7941-7948](#) limit the liability of teachers, principals, and other school personnel who maintain discipline and/or ensure safety when harm is caused while they are acting within the scope of their employment. The law also applies to Governing Board members; see BB 9260 - Legal Protection. The following section is made applicable to all employees; however, any district that wishes to apply the section only to teachers should modify the section accordingly.

No employee shall be liable for harm caused by ~~his/her~~ [the employee's](#) act or omission when ~~he/she is~~ acting within the scope of employment or district responsibilities; ~~when~~, the employee's act or omission is in conformity with federal ~~or~~ state law, [and local laws](#), district policy, or administrative regulation; ~~or~~ ~~when~~, [and](#) the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. ([20 USC 7946](#))

The protection against liability shall not apply when: ([20 USC 7946](#))

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
3. The employee was not properly licensed, if required, by state law for such activities.
4. The employee was found by a court to have violated a federal or state civil rights law.
5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.

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
Civ. Code 51	<u>Unruh Civil Rights Act</u>
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 44040	Discrimination based on employee's appearance before certain boards or committees
Ed. Code 44110-44114	Reporting by school employees of improper governmental activity
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 49091.24	Teacher rights to refuse evaluation/survey of personal life
Ed. Code 7050-7058	Political activities of school officers and employees
Gov. Code 12650-12656	False claims actions
Gov. Code 12940- 12951 <u>12953</u>	Discrimination prohibited; unlawful practices
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.5	Interference with employee's rights prohibited
Gov. Code 815.3	Intentional torts
Gov. Code 820-823	Tort claims act
Gov. Code 825.6	Indemnification of public entity
Lab. Code 1102.5-1106	Whistleblower protections

California Constitution Article 1, Section 1 Inalienable rights

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Federal

	Description
18 USC 16	Crime of violence defined; <u>definition</u>
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6731-6738 <u>7941-7948</u>	Teacher liability protection
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

U.S. Constitution First Amendment

Free exercise, free speech, and establishment clause

Management Resources

Description

Court Decision	New Jersey Kennedy v. T.L.O., (1985) 468 U.S. 325 Ct. 2407
Court Decision	O'Conner New Jersey v. Ortega, (1987) 480 U.S. 709 325
Court Decision	O'Conner v. Ortega (1987) 480 U.S. 709 CSU San Diego, (2007) 56 Cal.Rptr.3d 111
Court Decision	Ohton v. CSU San Diego (2007) 56 Cal.Rptr.3d 111 Ceballos, (2006) 543 U.S. 1186
Court Decision	Garcetti v. Ceballos (2006) 547 U.S. 410 Crosier, (2012) 205 Cal.App.4th 685
Court Decision	Hartnett v. Crosier (2012) 205 Cal.App.4th 685 ; (2011) 658 F.3d 954
Website Court Decision	Johnson v. Poway Unified School District CSBA District and County Office of Education Legal Services (2011) 658 F.3d 954
Website	California Office of the Attorney General

Cross References

Code	Description
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 PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3515	Campus Security
3515	Campus Security
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards

4119.21-E(1)	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4132	Publication Or Creation Of Materials
4136	Nonschool Employment
4140	Bargaining Units
4144	Complaints
4144	Complaints
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4232	Publication or Creation of Materials
4236	Nonschool Employment
4240	Bargaining Units
4244	Complaints
4244	Complaints
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4332	Publication or Creation of Materials
4336	Nonschool Employment
4340	Bargaining Units
4344	Complaints
4344	Complaints

Policy 4140/4240/4340: Bargaining Units

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** ~~12/09/01/2020~~ 2022 | **Last Reviewed Date:** ~~12/09/01/2020~~ 2022

CSBA NOTE: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of the employees in an appropriate unit wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which members of the unit are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the unit, (2) another employee organization files a challenge to the appropriateness of the unit or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

Pursuant to "Exclusive representative," as defined in Government Code 3540.1, means an employee organization recognized or certified as the definition of "exclusive negotiating representative" includes representation of " for all public school district employees" other than management and confidential employees; as defined.

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit; and to select an employee organization as their the exclusive representative; and be represented by that organization to represent the employees in their the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

CSBA NOTE: In *East Whittier School District*, the Public Employment Relations Board (PERB) found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act, as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. PERB continues to use a case-by-case approach to determine whether a district's policy restricting employees from the wearing of union buttons by employees is justified by special circumstances. See PERB's ruling in *City of Sacramento*. Due to the legal uncertainty in this area, districts are encouraged to consult CSBA District and County Office of Education Legal Services or the district's legal counsel prior to limiting the wearing of union buttons that support the union's position in collective bargaining.

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

(Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if:

Formation of Bargaining Units

CSBA NOTE: The following section contains legal requirements for the certification or recognition of bargaining units for different categories of employees.

- 1.—**Certificated and classified employees shall not be included in the same bargaining unit.** The (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees:

2. The supervisors are and is not represented by the same an employee organization that represents district employees whom who are supervised by the supervisory employees. (Government Code 3545) supervise.

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline, other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action. The, when the exercise of this that authority shall is not be of a merely routine or clerical in nature, but shall require requires the use of independent judgment. (Government Code 3540.1)

CSBA NOTE: Pursuant to Government Code 3543.4, management and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization. The Public Employment Relations Board PERB ultimately determines, based upon the duties of the position, which positions qualify as "management" or "confidential" and thus are excluded from bargaining.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such In the employment relationship with the district, such employees may represent themselves individually. For purposes other than negotiations and bargaining, such employees may or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. For this purpose: (Government Code 3540.1, 3543.4) An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)

2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose

or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

CSBA NOTE: The remainder of this section is optional. Government Code 3553 establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of the membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to [New Employee Orientations](#)

The district shall permit employee organizations access to new employee ~~orientations~~[orientation or onboarding process](#) where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. ~~However, in any specific instance where,~~ [except that a shorter notice may be provided if](#) an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, ~~a shorter notice may be provided.~~ (Government Code 3555.5, 3556)

~~The~~[Following a request to negotiate by either party, the](#) structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative; ~~following a request to negotiate by either party.~~ If the district and exclusive representative fail to reach an agreement, matters related to ~~the~~ access to [the](#) new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of ~~the~~[a new employee](#) orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes

of the orientation. (Government Code 3556)

CSBA NOTE: The following paragraph applies until June 30, 2025, unless the date is extended by law. Government Code 3556, as amended by SB 191 (Ch. 67, Statutes of 2022), provides additional obligations for public employers under the conditions specified in the following paragraph.

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an in-person new employee orientation has not been conducted within 30 days of hiring any new employee who is working in-person, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.
Upon the request of an exclusive representative scheduling such an in-person meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.
2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people.

Access to Employee Contact Information

CSBA NOTE: Pursuant to Government Code 3558, districts are required to provide recognized employee organizations with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code 6254.3, which authorizes disclosure of an employee's home address, home telephone number(s), and personal cell phone number to an employee organization unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 6254.3, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.

In *County of Los Angeles v. Service Employees International Union, Local 721*, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union is presumptively relevant to the union's role as bargaining agent and does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire; unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit ~~to an exclusive representative~~ at least every 120 days, unless more

frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed ~~for this purpose.~~ to the exclusive representative. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

CSBA NOTE: Pursuant to Government Code 3558, an employee organization is authorized, after notifying the district of a violation of the district's employee information disclosure obligations, to file a special unfair labor practice charge with PERB. Government Code 3558, as amended by SB 270 (Ch. 330, Statutes of 2021), allows the district 20 calendar days to cure an alleged violation that involves the provision of an inaccurate or incomplete list of employees, and to give the exclusive representative written notice of the actions taken. If a violation is found, PERB is required to assess against the district a civil penalty of \$10,000 and attorney's fees and costs in addition to any other remedy provided by law.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

CSBA NOTE: Government Code 3558, as amended, limits to three times within any 12-month period a district's opportunity to cure when an inaccurate or incomplete list has been provided to an exclusive representative. The following paragraph offers a way to avoid or minimize possible violation and may be revised to reflect district practice.

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

CSBA NOTE: Bargaining unit employees who choose to join the employee organization pay membership dues, which are deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees*, bargaining unit employees who choose not to join an employee organization cannot be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to the employee by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, as required by *Janus v. AFSCME*.

Education Code 45060 and 45168 set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy Reference UPDATE Service

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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
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
8 CCR 34020	Petition to rescind organizational security arrangement
8 CCR 34055	Reinstatement of organizational security arrangement
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees

Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment definitions
Gov. Code 3543.4	Management position; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
Gov. Code 6254.3	Disclosure of employee contact information to employee organization
Gov. Code 6503.5	Joint powers agencies
Federal	Description
8 CFR 33015-33490	Recognition of exclusive representative; proceedings
8 CFR 33700-33710	Severance of established unit
8 CFR 34020	Petition to rescind organizational security arrangement
8 CFR 34055	Reinstatement of organizational security arrangement
Management Resources	Description
Court Decision	County of Los Angeles v. Service Employees International Union, Local 721; (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al.; (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31; (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District, (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento; (2019) PERB Dec. No. 2702m
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves

4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed Session

Regulation 4161.2/4261.2/4361.2: Personal Leaves

Status: ADOPTED

Original Adopted Date: 11/01/2012 | **Last Revised Date:** ~~03/09/01/2021~~2022 | **Last Reviewed Date:**
~~03/09/01/2016~~2022

CSBA NOTE: The following administrative regulation is subject to collective bargaining agreements.

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

CSBA NOTE: Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state ~~codes~~statute (e.g., Education Code, Military and Veterans Code). Districts should consult [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.2, as amended by AB 1033 (Ch. 327, Statutes of 2021), includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) leave. Thus, to ensure consistency, the definition of "immediate family" below includes "mother-in-law" and father-in-law," as permitted by law. The following two paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

Members of ~~the~~an employee's immediate family include: (Education Code 44985, 45194)

1. The mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave

provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

CSBA NOTE: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in ~~their~~ the applicable collective bargaining agreement, or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use a maximum of seven days of ~~their~~ accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

CSBA NOTE: Pursuant to Education Code 44981, a certificated employee may use personal necessity leave for the serious illness of a member of the employee's immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, which allow the use of sick leave for the need of the employee or family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which include in the definition of "family member" a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, [parent-in-law](#), or spouse/registered domestic partner; or the employee's own serious health condition.

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

CSBA NOTE: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in ~~item~~ Item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "[Leave to Perform Legal Duties](#)" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

CSBA NOTE: Items #5 and #6 are optional and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

CSBA NOTE: The following paragraph is optional. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in ~~items~~ Items #1-2 above and by certificated employees for the reasons specified in ~~items~~ Items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations, employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or the ~~California Family Rights Act~~ CFRA (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or ~~wherefor~~ for which the need ~~for leave~~ is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

CSBA NOTE: Education Code 44981 and 45207 mandate the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

CSBA NOTE: CSBA NOTE: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in Items #1-2 below.

Pursuant to Education Code 44037, it is unlawful for the district or personnel commission to (1) adopt

any rule, regulation, or policy that encourages classified employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that the employee seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of the employee's service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

~~Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in items #1-2 below.~~

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

CSBA NOTE: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. ([Education Code 44036](#))

CSBA NOTE: The following paragraph is optional. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. Districts that do not grant such leave should delete this paragraph.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. ([Education Code 44036](#))

Leaves for Crime Victims for Judicial Proceedings

CSBA NOTE: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee ~~may be absent from work in order to attend judicial proceedings related to a crime when the employee~~ who is a victim, of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of ~~a~~ such victim, ~~or~~ may be absent from work in order to attend related judicial proceedings, if the crime is any of the following ~~crimes~~ : (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

CSBA NOTE: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

CSBA NOTE: Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, or stalking, or a crime that caused physical injury or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime to use ~~their~~any available vacation, personal leave, or compensatory time off for the purposes described in ~~items~~Items #1-5 below, and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. Pursuant to Labor Code 230.1, ~~items #2-5 apply to districts with 25 or more employees.~~

As amended by AB 2992 (Ch. 224, Statutes of 2020), Labor Code 230 and 230.1 expand these provisions to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the ~~direct result of a crime.~~Items #2-5 apply to districts with 25 or more employees.

An employee who is a victim of domestic violence, sexual assault, or stalking, ~~who is a victim of~~or a crime that caused physical injury or ~~that caused~~ mental injury with a threat of physical injury; or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child
2. Seek medical attention for injuries caused by crime or abuse

3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
4. Obtain psychological counseling or mental health services related to an experience of crime or abuse
5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

CSBA NOTE: Pursuant to Labor Code 230, as amended by AB 2992, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution agency) or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf.

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

CSBA NOTE: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify ~~their district~~ employees of ~~their employee~~ rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, when available on the web site of the Department of Industrial Relations, or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form. ~~As amended by AB 2992, Labor Code 230.1 requires the Labor Commissioner to revise the form by January 1, 2022. Until that form is revised, the district should update its form to reflect current law.~~

The Superintendent or designee shall inform employees of ~~their~~the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

CSBA NOTE: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion.

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using the leave is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:
 - a. A request by the school or child care provider that the child be picked up
 - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
 - c. Behavioral or discipline problems
 - d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
 - e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

CSBA NOTE: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following optional paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

CSBA NOTE: The following optional section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that any certificated ~~and/or~~ classified ~~employees~~ employee may take time off without loss of compensation to serve as an elected ~~officers~~ officer of ~~their~~ any local, statewide, or national employee organization of which the employee is a member. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Pursuant to Education Code 44987 and 45210, as amended by SB 294 (Ch. 539, Statutes of 2021), an employee's leave of absence to serve as an elected officer of an employee organization is additional to any other leave available for the employee's use by law or in agreement with the district.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization: on which the employee serves as an officer. (Education Code 44987, 45210)

CSBA NOTE: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during

the leave and must pay member contributions as specified. ~~The maximum amount of service credit an employee may earn cannot exceed 12 years.~~ Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the [employee](#) organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

CSBA NOTE: The following optional section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

CSBA NOTE: The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in *Rankin v. Commission on Professional Competence*.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

CSBA NOTE: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

CSBA NOTE: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

CSBA NOTE: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

CSBA NOTE: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

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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
CA Constitution Article 1, Section 8	Religious discrimination
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44963	Power to grant leaves of absence (i certified)
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family (i certified)
Ed. Code 44987	Service as officer of employee organization (i certified)
Ed. Code code Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.
Ed. Code 45190	Leaves of absence and vacations (i classified)
Ed. Code 45194	Bereavement leave of absence (i classified)
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity (i classified)
Ed. Code 45210	Service as officer of employee organization (i classified)
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Illness of child, parent, spouse or domestic partner
Lab. Code 234	Absence control policy

Lab. Code 246.5	Paid sick days; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal

29 USC 2601-2654

42 USC 2000d-2000d-7

Management Resources

Court Decision

Public Employment Relations Board
Decision

Website

Website

Website

Website

Website

Description

Family Care and Medical Leave Act

Title VI, Civil Rights Act of 1964

Description

Rankin v. Commission on Professional Competence, (1988)
24 Cal.3d 167

Berkeley Council of Classified Employees v. Berkeley Unified
School District, (2008) PERB Decision No. 1954

California Department of Industrial Relations

California Federation of Teachers

California Public Employment Relations Board

California School Employees Association

California Teachers Association

Cross References

Code

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4241.6	Concerted Action/Work Stoppage
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Regulation 4161.5/4261.5/4361.5: Military Leave

Status: ADOPTED

Original Adopted Date: 03/01/2004 | **Last Revised Date:** ~~07/09/01/2006~~ 2022 | **Last Reviewed Date:** ~~07/09/01/2006~~ 2022

CSBA NOTE: Employment and re-employment rights of employees who take military leave of absence are protected by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. The district may not refuse to grant military leave, regardless of the length of employment or whether the employee volunteers for military service or is called up involuntarily.

The USERRA applies to all employees, except for ~~persons~~ individuals employed for a brief, nonrecurrent period for which there was no reasonable expectation that such employment would continue indefinitely or for a significant period. ~~It appears that the statute includes temporary certificated and short-term classified employees, unless the employee meets the above-stated exception. When determining whether a temporary or short-term employee is covered, districts are advised to consult legal counsel.~~

20 CFR 1002.149-1002.150 and 1002.210-1002.213 and guidelines issued by the ~~Veterans~~ 'Veterans' Employment and Training Service (VETS) of the U.S. Department of Labor, "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act," clarify that federal law generally protects seniority-based benefits (i.e., a right or benefit that is determined by or that accrues with length of service) that would have accrued "with reasonable certainty" had the employee remained continuously employed. Non-seniority-based benefits are generally protected to the same extent that those benefits are preserved during comparable kinds of leave under local policies or state law. The district should consult legal counsel regarding any questions about entitlements to benefits.

Note that in cases where state law provides greater protections to employees, state law supersedes federal law. In addition, the district should consult its collective bargaining agreements to determine if the bargaining agreements provide greater military leave benefits than provided by law and should modify or delete the following optional regulation accordingly.

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

~~An~~ Any district employee who needs to be absent from the district service to fulfill his/~~her~~ military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

CSBA NOTE: Pursuant to Military and Veterans Code 395.01-395.05, employees on military leave are entitled to receive their salary or compensation for a maximum of 30 calendar days for any one leave or during one fiscal year. However, Military and Veterans Code 395.03 allows the Governing Board to extend compensation beyond the maximum of 30 calendar days for leaves taken pursuant to ~~items~~ Items #1, 2, and 4 below through a Board resolution or a Memorandum of Understanding with an employee organization. In addition, Education Code 44018 authorizes, but does not require, the Board to provide

an employee who is on active military duty as a member of the California National Guard or a U.S. Military Reserve organization, for up to 180 days, the difference between the amount of the military pay and allowances and the employee's salary.

The following paragraph should be revised to reflect decisions of the Board, if any, to extend compensation beyond 30 days' pay.

An employee ~~The district~~ shall receive his/her ~~pay an employee's~~ salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. ~~He/she~~ The employee has been employed by the district for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that ~~he/she~~ the employee has been employed by the district for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

CSBA NOTE: Pursuant to Military and Veterans Code 395 and 395.01, the district has discretion as to whether ~~or not to compensate~~ employees are compensated for military leave for periods of inactive duty training. Optional ~~item~~ Item #4 is for use by districts that choose to provide compensation to such employees.

4. Inactive Duty Training: The employee is a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia who is engaged in temporary inactive duty training, provided that ~~he/she~~ the employee has been employed by the district for at least one year immediately prior to the day the military leave begins and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

CSBA NOTE: When calculating whether the employee has been employed by the district for a minimum of one year for purposes of determining the employee's right to a paid military leave of absence pursuant to ~~items~~ Items #1, 2, and 4 above, ~~an~~ the Attorney General ~~opinion~~ (opined in 77 Ops.Cal.Atty.Gen. 209 (1994)) states, that all prior military service is to be counted as public agency service (i.e., the military service is "tacked on" to the amount of time employed in the district), even when a period of time lapses between the military service and district employment. However, as opined by the Attorney General in 18 Ops.Cal.Atty.Gen. 178 (1951), an employee may not "tack on" prior employment in another district ~~(18 Ops.Cal.Atty.Gen. 178 (1951))~~. If a question arises as to whether prior service should be counted, district legal counsel should be consulted.

In determining the length of district employment when necessary to determine eligibility for compensation for military leave, all recognized military service performed during and prior to district

employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

CSBA NOTE: An Attorney General opinion (19 Ops. Cal. Atty. Gen. 132 (1952)) states that certificated employees ordered to perform military service are not entitled to compensation during non-teaching, non-paying months of the year.

~~Certificated employees shall not be entitled to compensation during non-teaching, non-paying months of the year.~~

During the period of military leave, an employee may, upon his/her own request, to use any vacation or similar paid leave accrued before the commencement of the military leave- in order to continue receiving compensation for the employee's employment with the district. The district shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue his/her health plan coverage during the military leave. The maximum period of coverage for the employee and ~~his/her~~ any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

CSBA NOTE: The following optional paragraph is for use by any district whose Board has taken action to extend benefits ~~to~~ for up to 180 days to employees who are on active military duty as members of the California National Guard or a U.S. Military Reserve organization, as authorized, but not required, by Education Code 44018.

~~Vacation and Sick Leave Accrual~~

An employee on temporary military leave under the conditions described in item #1 Active Military Training or Exercises, Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which he/she ~~the employee~~ would otherwise be entitled if not absent. (Military and Veterans Code 395)

An employee on military leave who is serving in active duty in time of war, ~~national emergency, or United Nations military or police operation~~ shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in item #3 War or

~~Other Emergency~~, Item #3 in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of ~~his/her~~ the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

CSBA NOTE: Pursuant to Government Code 20997, employers that participate in the California Public Employees' Retirement System (CalPERS) are required to inform employees who are CalPERS members, of the rights of returning military veterans to receive employer-paid service credits for the period of active military service.

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

CSBA NOTE: Employees on military leave are deemed to be on furlough or leave of absence, pursuant to 20 CFR 1002.149 and, during the period of military leave, maintain non-seniority rights and benefits generally provided by the employer to other employees with similar seniority, status, and pay who are on furlough or leave of absence. However, pursuant to Education Code 44800 and Military and Veterans Code 395, absence due to military leave may not be counted in satisfaction of an uncompleted probationary period.

Absence for military leave shall not affect the classification of any ~~certificated~~ employee. In the case of a ~~certificated~~ probationary employee, the period of such absence shall not count as part of ~~the~~ service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which ~~he/she~~ the employee would otherwise have been entitled, except under the conditions noted below- in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to ~~his/her~~ the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of an the employee's release, separation, honorable discharge, or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which ~~he/she~~ the employee could terminate or could cause to ~~be~~ have terminated ~~his/her~~ active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service; ~~provided the employee has~~ plus a period of eight hours ~~to~~ of rest following a period for safe transportation to ~~his/her~~ the employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

In cases where ~~Where an employee's~~ reporting or application for reinstatement within the periods specified in ~~items~~ Items #1 and #2 above is impossible or unreasonable through no fault of the employee, ~~he/she~~ the report or application shall ~~report~~ be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of ~~his/her~~ the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, ~~he/she~~ the district shall ~~be reinstated~~ reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which ~~he/she~~ the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee ~~failing~~ who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit ~~his/her~~ rights, the entitlement to reinstatement but shall be subject to the ~~Board's~~ district's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

Notices

CSBA NOTE: 38 USC 4334 requires employers to post a notice of rights and benefits as provided below. The U.S. Secretary of Labor has provided a sample notice listing these rights which is available on the Department of Labor's USERRA web site.

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

CSBA NOTE: 38 USC 4334 states that the notice may be placed where the ~~employer~~ district customarily places employee notices, as provided below. However, the VETS' "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA)", clarifies that an employer may provide the notice in an alternative manner as long as the full text of the notice is provided. Examples include handing the notice to employees, mailing it, or distributing it via email. The district may revise the following paragraph to reflect district practice.

This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334)

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Policy Reference Disclaimer:

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State

Ed. Code 22850-22856

Description

Pension benefits; STRS members on military leave

Ed. Code 44018

Compensation for employees on active military duty

Ed. Code 44800

Effect of active military service on status of employees

Ed. Code 45059

Employee ordered to active military/naval duty; computation of salary

Gov. Code 18540

Definition of armed forces

Gov. Code 18540.3

Recognized military service

Gov. Code 20990-21013

Pension benefits; PERS members on military leave

M&V Code 146

Events justifying calling of militia into active service

M&V Code 389

Definitions; temporary military leave

M&V Code 394

Nondiscrimination based on military service

M&V Code 395-395.9

Military leave

Federal

20 CFR 1002.1-1002.314

Description

Uniformed Services Employment and Reemployment Rights Act of 1994

38 USC 4301-4334

Uniformed Services Employment and Reemployment Rights Act of 1994

Management Resources

Description

Attorney General Opinion	18 Ops.Cal.Atty.Gen. 178 (1951)
Attorney General Opinion	19 Ops.Cal.Atty.Gen. 132 (1952)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 924 (1978)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Court Decision	Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Court Decision	Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
National School Boards Association Publication	The Uniformed Services Employment and Reemployment Rights Act (USERRA), NSBA Federal File: Guidance on Federal School Law, 2003
U.S. Department of Labor Publication	A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
Website	National Committee for Employer Support of the Guard and Reserve
Website	U.S. Department of Labor, USERRA
Website	National School Boards Association

Cross References

Code	Description
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4217.3	Layoff/Rehire
4261	Leaves

4261	Leaves
4261.1	Personal Illness/Injury Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave

Policy 4216: Probationary/Permanent Status

Status: ADOPTED

Original Adopted Date: 06/01/1996 | **Last Revised Date:** ~~10/09/01/2019~~ 2022

CSBA NOTE: Education Code 45113 mandates the Governing Board in a non-merit system district to develop rules and regulations for the personnel management of classified employees. For districts establishing the merit system pursuant to Education Code 45240-45320, rules for the efficient running of the classified service are established by the personnel commission pursuant to Education Code 45260. The following policy may be revised to reflect district practice, ~~the~~ any applicable collective bargaining agreement, or personnel commission rules.

The Governing Board desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

CSBA NOTE: The following paragraph should be revised to reflect the specific length of the probationary period prescribed by the district, provided the probationary period does not exceed the time limits specified below.

~~Education Code 45113, as amended by AB 1353 (Ch. 542, Statutes of 2019), shortened the maximum length of the required probationary period in non-merit system districts from one year to six months or 130 days of paid service, whichever is longer. Therefore, the maximum length of the required probationary period for non-merit districts is now the same as that of districts incorporating the merit system as provided under Education Code 45301. Education Code 45113, as amended, will not override any conflicting provision of a collective bargaining agreement entered into before January 1, 2020, until the collective bargaining agreement expires or is renewed.~~

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the district. (Education Code 45113, 45301)

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The district may, without cause, dismiss a new employee during the probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

CSBA NOTE: Pursuant to Education Code 45301, as amended by SB 874 (Ch. 150, Statutes of 2022), the paragraph below also applies to districts that have adopted the merit system.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee was promoted. (Education Code 45113, [45301](#))

This policy shall be made available to classified employees and the public. (Education Code 45113)

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State	Description
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45240-45320	Merit system

Management Resources	Description
Website	California School Employees Association

Cross References

Code	Description
3515.3	District Police/Security Department (BP and AR)
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4215	Evaluation/Supervision
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications

4312.9-E PDF(1)

Employee Notifications

4361.11

Industrial Accident/Illness Leave

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2019 | **Last Revised Date:** ~~10/01/2019~~ 2022

CSBA NOTE: The following policy is for use by districts that have not incorporated the merit system for classified employees pursuant to Education Code 45240-45320. For procedures applicable to districts that have incorporated the merit system, see BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

The following policy is subject to collective bargaining and may be deleted or revised by any district whose collective bargaining agreement covers classified employee dismissal, suspension, and other disciplinary action. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail.

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. According to the Court, since the prayer, a religious activity, occurred during a period when employees would ordinarily be free to engage in personal secular activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to engage in a personal religious activity such as offering a prayer. Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA District and County Office of Education Legal Services or the district's legal counsel, accordingly.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed by the Superintendent or designee without cause at any time prior to the expiration of the probationary period.

CSBA NOTE: Education Code 45113 mandates districts not incorporating the merit system to prescribe, by written rule or regulation, causes and procedures for disciplinary action against permanent classified employees. Also see the accompanying administrative regulation.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

CSBA NOTE: The following section should be revised to reflect district practice.

In *Skelly v. State Personnel Board*, the California Supreme Court held that permanent public employees have a right to certain due process protections prior to any punitive disciplinary action, such as termination, suspension, or demotion. These procedural rights include notice of the proposed materials upon which the action is based and the right to respond, either orally or in writing, to the individual recommending that discipline be imposed. These procedural rights are designed to protect an employee who may be wrongfully disciplined, without necessitating a full evidentiary hearing before the Governing Board. Therefore, CSBA recommends that the Superintendent or designee appoint a Skelly officer to evaluate whether there are reasonable grounds for believing that the employee engaged in the alleged misconduct and whether the proposed discipline is justified.

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

CSBA NOTE: Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any disciplinary action against the employee, including a time period during which the employee may request a Board hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.

Pursuant to Education Code 45113, the Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third-party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. Districts that refer all serious disciplinary matters to a third-party hearing officer rather than holding Board hearings should revise the remainder of this section accordingly.

Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

In lieu of ~~holding a Board hearing on the sufficiency of the causes for disciplinary action~~ Except for an allegation of holding egregious misconduct in which a Board hearing on the sufficiency of the causes for disciplinary action minor is involved, the Board may delegate its ~~the~~ authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When ~~the~~ a matter is heard by a third-party hearing officer, the Board ~~retains the authority to~~ shall review the determination and ~~to~~ adopt or reject the recommended decision. (Education Code 45113)

CSBA NOTE: Pursuant to Education Code 44990, an administrative law judge in a suspension or dismissal hearing is required to preserve the integrity of the truth-finding function by balancing the right of a classified employee against the need to protect a minor witness.

If **When any** matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a **witness who is a** minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

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State	Description
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions (including: disciplinary action, and cause)
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Veh. Code 1808.8	Schoolbus drivers; dismissal for safety-related cause

[California Constitution Article 1, Section 1](#) **Inalienable rights**

Federal

42 USC 12101-12213

Description

Americans with Disabilities Act

[U.S. Constitution First Amendment](#)

[Free exercise, free speech, and establishment clauses](#)

Management Resources

Court Decision

Description

California School Employees [Kennedy](#) v. Livingston Union [Bremerton](#) School District; (2007) 149 Cal. App. 4th 391 (2022) 142 S.Ct. 2407

Court Decision

CSEA [California School Employees](#) v. Foothill Community College [Livingston Union School](#) District; 52 (2007) 149 Cal. App. 4th 391; 155-156

Court Decision	Skelly v. California Personnel Board, Foothill Community College District (1975) 15 52 Cal. App. 3d 1503d 194
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
Website	Department of General Services, About Teacher Dismissal Case Type (https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/About/Page-Content/About-Teacher-Dismissal)
Website	Office of Administrative Hearings (https://www.dgs.ca.gov/OAH)
Website	Office of the Attorney General (https://oag.ca.gov/)

Cross References

Code	Description
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Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 06/01/1994 | **Last Revised Date:** ~~10/09/01/2019~~ 2022

Causes for Disciplinary Action

CSBA NOTE: The following section should be revised to reflect district practice. Education Code 45113 mandates districts not incorporating the merit system to prescribe, by rule or regulation, causes for disciplinary action against permanent classified employees. Pursuant to Education Code 45101, such employees may be disciplined only for cause as so prescribed.

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

CSBA NOTE: Pursuant to Education Code 45122.1, 45123, and 45124, districts must not continue to employ anyone who has been convicted of a specified sex offense, controlled substance offense, or violent or serious offense as defined, except for employees who have been rehabilitated or had their conviction reversed or the charges dismissed. Also see AR 4112.5/4212.5/4312.5 - Criminal Record Check.

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

CSBA NOTE: Pursuant to the federal Americans with Disabilities Act (42 USC 12101-12213) and the state's Fair Employment and Housing Act (Government Code 12900-12996), the district has a duty to reasonably accommodate qualified employees with known disabilities, except when such accommodation would cause an undue hardship to the district. This accommodation is not required for individuals who are not otherwise qualified for the job.

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 (~~prohibiting the advocacy or teaching~~ of communism)
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

~~An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)~~

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

CSBA NOTE: Pursuant to *Skelly v. State Personnel Board*, permanent public employees are entitled to due process before any punitive disciplinary action, such as termination, suspension, or demotion, may be taken against such employees. These procedural rights include provision of notice of the materials upon which the proposed action is based and the right to respond, either orally or in writing, to a district official ("Skelly officer") who is designated to decide whether the recommended discipline should be imposed.

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

CSBA NOTE: Education Code 45113 mandates districts to adopt disciplinary procedures which contain provisions for giving classified employees a written notice of specific charges, the employee's right to a hearing on those charges, the time within which the hearing may be requested, and a card or paper to complete to request a hearing.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

CSBA NOTE: As provided in the section "Initiation and Notification of Charges" above, Education Code 45113 requires that the notice of disciplinary action include the time within which a hearing may be requested, which cannot be less than five days after service of the notice to the employee. In *California School Employees Association v. Livingston Union School District*, the appeals court ruled that the district failed to provide due process to an employee when it denied the employee the opportunity to request a hearing based on the employee's failure to respond within five days after service of the notice. The district's policy had established the date of "service of the notice" as the date of mailing, but the employee was a 10-month employee who was out of town when the notice was delivered. The court held that the notice was not "reasonably calculated" to provide an opportunity to timely request a hearing. Thus, it is recommended that districts use the date of the employee's receipt of the notice as the date upon which the five-day response period begins. For further information on the evidentiary hearing conducted by the Board or a hearing officer, see the accompanying Board policy.

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Compulsory Leave of Absence

CSBA NOTE: State law requires that classified employees in merit system districts and certificated employees be immediately placed on compulsory leave of absence following conviction for certain offenses specified in Education Code 44940, and gives districts discretion to place such employees on leave for other specified offenses. Although existing state law does not explicitly provide for application to classified employees in nonmerit system districts, such districts have authority pursuant to Education

Code 45113 to establish causes for suspension or dismissal. The following section may be revised to reflect district practice.

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (~~prohibiting~~ murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

Policy Reference UPDATE Service

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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
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions (including disciplinary action, cause)
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons

Veh. Code 1808.8

~~School bus~~ School bus drivers; dismissal for safety-related cause

Federal

42 USC 12101-12213

Description

Americans with Disabilities Act

Management Resources

Court Decision

Description

California School Employees v. Livingston Union School District, (2007) 149 Cal. App. 4th 391

Court Decision

CSEA v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156

Court Decision

Skelly v. California Personnel Board, (1975) 15 Cal.3d 194

Cross References

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Policy 6146.1: High School Graduation Requirements

Status: ADOPTED

Original Adopted Date: 12/01/2017 | Last Revised Date: ~~09/04~~10/31/2022 | Last Reviewed Date: ~~09/04~~10/31/2022

CSBA NOTE: The following policy is for use by districts that maintain grades 9-12.

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3 and those adopted by the Board, except for students who are exempted as provided in "Exemptions from District-Adopted Graduation Requirements," below. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

Course Requirements

CSBA NOTE: Education Code 51225.3 specifies the courses that a student is required to complete in order to graduate from high school as listed in Items #1-7 below.

Pursuant to Education Code 66204, each district that maintains a high school is required to develop a process for submitting courses to the University of California (UC) to review and certify that they align with the "A-G" course requirements for college admission.

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3) (40 credits)
2. Three courses in mathematics (Education Code 51225.3) (30 credits)
At least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed state academic content standards for Algebra I or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5) Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission. (Education Code 51225.3, 51225.35)

CSBA NOTE: The following paragraph is for districts that require more than two mathematics courses for high school graduation. Pursuant to Education Code 51225.3 and 51225.35, a district that requires more than two courses in mathematics may award up to one mathematics course credit for an approved computer science course. Any such course must have been approved by UC as a "category C" (mathematics) course in the university's "A-G" course admission criteria; see BP 6143 - Courses of Study.

3. Successful completion of an approved computer science course that is classified as a "category C" course based on the University of California (UC) and California State University (CSU) "A-G" admission requirements shall be counted toward the satisfaction of additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)
4. Three courses in science, including one course in biological sciences and one course in physical sciences (Education Code 51225.3) (30 credits)
5. Three courses in social studies, including United States (U.S.) history and geography; World History and Geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3) (30 credits)

CSBA NOTE: Pursuant to Education Code 51225.3, as amended by AB 101 (Ch. 661, Statutes of 2021), no longer authorizes ~~2022~~, the option to authorize the completion of a course in career technical education (CTE) to serve as an alternative to in lieu of the visual or performing arts or world language course requirement for high school graduation. However, if a student completed a CTE course prior to, which authority was deleted by AB 101 (Ch. 661, Statutes of 2021), has been restored until July 1, 2022 that met the requirements of Education Code 51225.3, such course will fulfill the visual or performing arts or world language graduation requirement. 2027.

6. One course in visual or performing arts or, world language, or career technical education (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language. (Education Code 51225.3) (10 credits)
If To be counted towards meeting graduation requirements, a student completed a career technical education CTE course prior shall be aligned to July 1, 2022 that met the requirements CTE model — curriculum standards and framework adopted by the State Board of Education Code 51225.3, such course will fulfill the visual or performing arts or world language requirement. (Education Code 51225.3)
7. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3) (20 credits)

CSBA NOTE: Pursuant to Education Code 51225.3, as amended by AB 101, beginning with the 2029-30 school year, a student is required to complete a one-semester course in ethnic studies, as specified, in order to graduate from high school. At its discretion, a district may require a full-year course. Districts that require a full-year course should revise Item #7 accordingly.

8. One 5 credit course in ethnic studies and one 5 credit course in "Building Foundations for Success". (Education Code 51225.3) (10 credits)

CSBA NOTE: Pursuant to Education Code 51225.3, the Governing Board may prescribe additional coursework (e.g., health education or service learning) or other requirements (e.g., portfolios or senior projects) that district students must complete in order to obtain a diploma. If the Board does so, such courses or projects should be listed below.

If the district requires a course in health education for graduation, Education Code 51225.36 requires that the district include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. See BP 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction. In addition, pursuant to Education Code 51225.6, a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation (CPR). See AR 6143 - Courses of Study.

Pursuant to Education Code 51230, if the district requires the completion of community service hours for high school graduation, the district may provide a student with credit towards that requirement for completion of a course in community emergency response training. However, if the district chooses to offer credit for the completion of such a course, the Board is still obligated to notify parents/guardians, students, and the public of information specified in Education Code 51225.3.

9. The equivalent of 75 credits of elective credits.
10. 15 hours of prior approved Community Service, this is in addition to the 245 credit graduation requirement.

CSBA NOTE: Education Code 51225.3 requires the Board to adopt alternative means for students to complete the prescribed course of study. See BP/AR 6146.11 - Alternative Credits Toward Graduation.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

Exemptions from District-Adopted Graduation Requirements

CSBA NOTE: Pursuant to Education Code 51225.31, as added by AB 181 (Ch. 52, Statutes of 2022), districts are required to exempt an eligible student with disabilities from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements specified in Education Code 51225.3, and award such student a high school diploma, as reflected below. Awarding a diploma pursuant to this exception does not change the district's obligation to provide a free appropriate public education or otherwise constitute a change in placement.

Prior to the beginning of grade 10, the individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)

1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

CSBA NOTE: Education Code 51225.1 requires the district to exempt from any district-adopted graduation requirements that are in addition to the state requirements specified in Education Code 51225.3 a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district high schools any time after completing the second year of high school, or an immigrant student who is in the third or fourth year of high school and is participating in a newcomer program (i.e., a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency). This exemption does not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Also see AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, AR 6173.2 - Education of Children of Military Families, AR 6173.3 - Education for Juvenile Court School Students, and AR 6175 - Migrant Education Program.

Pursuant to Education Code 51225.1, within 30 calendar days of the transfer into a school by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the district is required to notify any eligible student and/or the student's parent/guardian, the person holding the right to make education decisions for the student, the district's liaison for homeless children, and the student's social worker or probation officer, as applicable, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. If the district fails to provide that notification, the student will be eligible for the exemption once notified, even if the notification is received after the termination of the court's jurisdiction over the foster youth or former juvenile court school student, after the homeless student ceases to be homeless, or after the student no longer meets the definition of a child of a military family, a migrant student, or a student participating in a newcomer program, as applicable.

Education Code 51225.1 also provides that, if an exempted student completes the statewide coursework requirements before the end of the fourth year of high school, the district or a district school must not require or request that the student graduate before the end of the fourth year of high school.

Any complaint alleging the district's failure to comply with the requirements of Education Code 51225.1 may be filed using the district's uniform complaint procedures pursuant to 5 CCR 4600-4670. See BP/AR 1312.3 - Uniform Complaint Procedures.

In addition, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

CSBA NOTE: Items #1-4 below are optional and may be revised to reflect district practice.

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the U.S. or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

4. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

Honorary Diplomas

CSBA NOTE: The following optional section reflects the Board's authority to confer honorary high school diplomas pursuant to Education Code 51225.5 and may be revised to reflect district practice.

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

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 1600-1651	Graduation of students from grade 12 and credit toward graduation
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 220	Prohibition of discrimination
Ed. Code 47612	Average daily attendance in charter school
Ed. Code 48200	Compulsory attendance
Ed. Code 48204.4	Parents/guardians departing California against their will
Ed. Code 48412	Certificate of proficiency
Ed. Code 48430	Continuation education schools and classes
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Ed. Code 51224	Skills and knowledge required for adult life
Ed. Code 51224.5	Algebra in course of study for grades 7-12
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.31	Exemption for students with disabilities
Ed. Code 51225.35	Mathematics course requirements; computer science

Ed. Code 51225.36	Instruction in sexual harassment and violence; districts that require health education for graduation
Ed. Code 51225.5	Honorary diplomas; foreign exchange and terminally ill students
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation; districts that require health education for graduation
<u>Ed. Code 51225.9</u>	<u>Courses of Study, Grades 7 to 12; Career Technical Education</u>
Ed. Code 51226.7	Model Curriculum in Ethnic Studies
Ed. Code 51228	Course of study; offerings and timely opportunity
Ed. Code 51230	Credit for community emergency response training
Ed. Code 51240-51246	Exemptions from requirements
Ed. Code 51250-51251	Assistance to military dependents
Ed. Code 51410-51413	Diplomas
Ed. Code 51420-51427	High school equivalency certificates
Ed. Code 51430	Retroactive high school diplomas
Ed. Code 51440	Credit and granting of diploma to veterans and members of the military service
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51744-51749.6	Independent study
Ed. Code 56390-56392	Recognition for educational achievement; special education
Ed. Code 60640	California Assessment of Student Performance and Progress
Ed. Code 66204	Certification of high school courses as meeting university admission criteria
Ed. Code 67386	Student safety; affirmative consent standard

Management Resources

Court Decision

Description

O'Connell v. Superior Court (Valenzuela) (2006) 141 Cal.App.4th 1452

Website

CSBA District and County Office of Education Legal Services

Website

California Department of Education, High School

Website

University of California, List of Approved A-G Courses

Website

CSBA

Cross References

Code

0460

Description

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

0470

COVID-19 Mitigation Plan

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
4112.2	Certification
4112.2	Certification
5113.2	Work Permits
5113.2	Work Permits
5126	Awards For Achievement
5126	Awards For Achievement
5127	Graduation Ceremonies And Activities
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5147	Dropout Prevention
6000	Concepts And Roles
6011	Academic Standards
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
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6142.2	World Language Instruction
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.6	Visual And Performing Arts Education
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6142.7	Physical Education And Activity
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
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6142.93	Science Instruction
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6143	Courses Of Study

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6145.2	Athletic Competition
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6173	Education For Homeless Children

6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
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6178.2	Regional Occupational Center/Program
6179	Supplemental Instruction
6181	Alternative Schools/Programs Of Choice
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6184	Continuation Education
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9000	Role Of The Board

Regulation 6146.1: High School Graduation Requirements

Status: ADOPTED

Original Adopted Date: 11/01/2004 | **Last Revised Date:** 09/01/2021~~2022~~ | **Last Reviewed Date:** 09/01/2021~~2022~~

~~CSBA NOTE: The following administrative regulation is optional and should be modified to reflect district practice.~~

Notifications

~~CSBA NOTE: Districts are encouraged to provide notice to students, parents/guardians, and the public regarding the exemptions from graduation requirements and credit recovery opportunities pursuant to Education Code 51225, as added by AB 104 (Ch. 41, Statutes of 2021); see the accompanying Board policy.~~

~~Requirements for graduation, specified alternative means for completing the prescribed course of study, and information about the availability of exemptions from local graduation requirements and/or credit recovery options available pursuant to Education Code 51225 shall be made available to students, parents/guardians, and the public.~~

~~Within 30 days of the transfer into a school by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, the Superintendent or designee shall notify any eligible student of the availability of the exemption from local graduation requirements under Education Code 51225.1 and whether the student qualifies for it. (Education Code 51225.1)~~

~~CSBA NOTE: The following optional paragraph is for use by any district that has elected to allow students to complete a career technical education course as an alternative to the visual or performing arts or foreign language course requirement for high school graduation pursuant to Education Code 51225.3; see accompanying Board policy.~~

~~In the annual notification sent to parents/guardians pursuant to Education Code 48980, the Superintendent or designee shall include the following: (Education Code 48980)~~

- ~~1. Information about district high school graduation requirements and how each requirement satisfies or does not satisfy the subject matter requirements for admission to the California State University and the University of California~~
- ~~2. A complete list of career technical education courses offered by the district that satisfy the subject matter requirements for admission to the California State University and the University of California, and which of the specific college admission requirements these courses satisfy~~

Policy Reference UPDATE Service
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Policy Reference Disclaimer:

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State

5-CCR 1600-1651

Description

Graduation of students from grade 12 and credit toward graduation

5-CCR-4600-4670	Uniform-complaint-procedures
Ed. Code-47612	Enrollment-in-charter-school
Ed. Code-48200	Compulsory-attendance
Ed. Code-48204.4	Parents/guardians-departing-California-against-their-will
Ed. Code-48412	Certificate-of-proficiency
Ed. Code-48430	Continuation-education-schools-and-classes
Ed. Code-48645.5	Former-juvenile-court-school-students,-enrollment
Ed. Code-48980	Parent/Guardian-notifications
Ed. Code-49701	Provisions-of-the-interstate-compact-on-educational-opportunities-for-military-children
Ed. Code-51224	Skills-and-knowledge-required-for-adult-life
Ed. Code-51224.5	Algebra-in-course-of-study-for-grades-7-12
Ed. Code-51225	2020-21-exemption-from-graduation-requirements
Ed. Code-51225.1	Exemption-from-district-graduation-requirements
Ed. Code-51225.2	Course-credits
Ed. Code-51225.3	High-school-graduation
Ed. Code-51225.35	Mathematics-course-requirements;-computer-science
Ed. Code-51225.36	Instruction-in-sexual-harassment-and-violence;-districts-that-require-health-education-for-graduation
Ed. Code-51225.5	Honorary-diplomas;-foreign-exchange-students
Ed. Code-51225.6	Instruction-in-cardiopulmonary-resuscitation
Ed. Code-51228	Graduation-requirements
Ed. Code-51230	Credit-for-community-emergency-response-training
Ed. Code-51240-51246	Exemptions-from-requirements
Ed. Code-51250-51251	Assistance-to-military-dependents
Ed. Code-51410-51413	Diplomas
Ed. Code-51420-51427	High-school-equivalency-certificates
Ed. Code-51430	Retroactive-high-school-diplomas
Ed. Code-51440	Retroactive-high-school-diplomas
Ed. Code-51450-51455	Golden-State-Seal-Merit-Diploma
Ed. Code-51745	Independent-study
Ed. Code-56390-56392	Recognition-for-educational-achievement,-special-education
Ed. Code-66204	Certification-of-high-school-courses-as-meeting-university-admission-criteria
Ed. Code-67386	Student-safety;-affirmative-consent-standard

Management Resources

Description

Court Decision	O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452
Website	California Department of Education, High School
Website	University of California, List of Approved a-g Courses
Website	CSBA

Cross-References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
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6146.2 E(1)	<u>Certificate Of Proficiency/High School Equivalency</u>
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6200

Adult Education

9000

Role Of The Board

Policy 6146.1: High School Graduation Requirements

Status: ADOPTED

Original Adopted Date: 12/01/2017 | Last Revised Date: ~~09/04~~10/31/2022 | Last Reviewed Date:
~~09/04~~10/31/2022

CSBA NOTE: The following policy is for use by districts that maintain grades 9-12.

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3 and those adopted by the Board, except for students who are exempted as provided in "Exemptions from District-Adopted Graduation Requirements," below. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

Course Requirements

CSBA NOTE: Education Code 51225.3 specifies the courses that a student is required to complete in order to graduate from high school as listed in Items #1-7 below.

Pursuant to Education Code 66204, each district that maintains a high school is required to develop a process for submitting courses to the University of California (UC) to review and certify that they align with the "A-G" course requirements for college admission.

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3) (40 credits)
2. Three courses in mathematics (Education Code 51225.3) (30 credits)
Students shall complete at least one mathematics course that meets the state academic content standards for Algebra I or Mathematics I. Students may complete such coursework prior to grade 9 provided that they also complete two mathematics courses in grades 9-12. (Education Code 51224.5)

CSBA NOTE: The following paragraph is for districts that require more than two mathematics courses for high school graduation. Pursuant to Education Code 51225.3 and 51225.35, a district that requires more than two courses in mathematics may award up to one mathematics course credit for an approved computer science course. Any such course must have been approved by UC as a "category C" (mathematics) course in the university's "A-G" course admission criteria; see BP 6143 - Courses of Study.

3. Successful completion of an approved computer science course that is classified as a "category C" course based on the University of California (UC) and California State University (CSU) "A-G" admission requirements shall be counted toward the satisfaction of additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)
4. Three courses in science, including one course in biological sciences and one course physical sciences (Education Code 51225.3) (30 credits)
5. Three courses in social studies, including United States (U.S.) History; World History and geography; a one-five credit course in American government and civics; and a one-five credit course in economics (Education Code 51225.3) (30 credits)

CSBA NOTE: Pursuant to Education Code 51225.3, as amended by AB 101~~185~~ (Ch. 661~~571~~, Statutes of 2021), no longer authorizes~~2022~~, the option to authorize the completion of a course in career technical education (CTE) to serve as an alternative to in lieu of the visual or performing arts or world language course requirement for high school graduation. However, if a student completed a CTE course prior to, which authority was deleted by AB 101 (Ch. 661, Statutes of 2021), has been restored until July 1, 2022 that met the requirements of Education Code 51225.3, such course will fulfill the visual or performing arts or world language graduation requirement.~~2027~~.

6. One course in visual or performing arts or, world language, or career technical education (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language. (Education Code 51225.3) (10 credits)

If

To be counted towards meeting graduation requirements, a student completed a career technical education CTE course prior shall be aligned to July 1, 2022 that met the requirements CTE model—curriculum standards and framework adopted by the State Board of Education Code 51225.3, such course will fulfill the visual or performing arts or world language requirement. (Education Code 51225.3)

7. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3) (20 credits)

CSBA NOTE: Pursuant to Education Code 51225.3, as amended by AB 101, beginning with the 2029-30 school year, a student is required to complete a one-semester course in ethnic studies, as specified, in order to graduate from high school. At its discretion, a district may require a full-year course. Districts that require a full-year course should revise Item #7 accordingly.

8. Graduating class of 2023 and 2024 Freshman Requirements/Geography (5 credits) and Technology (5 credits). Graduating class 2025 and thereafter Ethnic studies (5 credits) Freshman Requirements/Building Foundations for Success (5 credits) (Education Code 51225.3)

CSBA NOTE: Pursuant to Education Code 51225.3, the Governing Board may prescribe additional coursework (e.g., health education or service learning) or other requirements (e.g., portfolios or senior projects) that district students must complete in order to obtain a diploma. If the Board does so, such courses or projects should be listed below.

If the district requires a course in health education for graduation, Education Code 51225.36 requires that the district include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. See BP 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction. In addition, pursuant to Education Code 51225.6, a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation (CPR). See AR 6143 - Courses of Study.

Pursuant to Education Code 51230, if the district requires the completion of community service hours for high school graduation, the district may provide a student with credit towards that requirement for completion of a course in community emergency response training. However, if the district chooses to offer credit for the completion of such a course, the Board is still obligated to notify parents/guardians, students, and the public of information specified in Education Code 51225.3.

9. The equivalent of 75 elective credits.
10. 15 hours of prior approved Community Service, this is in addition to the 245 credit graduation requirement.

CSBA NOTE: Education Code 51225.3 requires the Board to adopt alternative means for students to complete the prescribed course of study. See BP/AR 6146.11 - Alternative Credits Toward Graduation.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

Exemptions from District-Adopted Graduation Requirements

CSBA NOTE: Pursuant to Education Code 51225.31, as added by AB 181 (Ch. 52, Statutes of 2022), districts are required to exempt an eligible student with disabilities from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements specified in Education Code 51225.3, and award such student a high school diploma, as reflected below. Awarding a diploma pursuant to this exception does not change the district's obligation to provide a free appropriate public education or otherwise constitute a change in placement.

Prior to the beginning of grade 10, the individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)

1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

CSBA NOTE: Education Code 51225.1 requires the district to exempt from any district-adopted graduation requirements that are in addition to the state requirements specified in Education Code 51225.3 a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district high schools any time after completing the second year of high school, or an immigrant student who is in the third or fourth year of high school and is participating in a newcomer program (i.e., a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency). This exemption does not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Also see AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, AR 6173.2 - Education of Children of Military Families, AR 6173.3 - Education for Juvenile Court School Students, and AR 6175 - Migrant Education Program.

Pursuant to Education Code 51225.1, within 30 calendar days of the transfer into a school by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the district is required to notify any eligible student and/or the student's parent/guardian, the person holding the right to make education decisions for the student, the district's liaison for homeless children, and the student's social worker or probation officer, as applicable, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. If the district fails to provide that notification, the student will be eligible for the exemption once notified, even if the notification is received after the termination of the court's jurisdiction over the foster youth or former juvenile court school student, after the homeless student ceases to be homeless, or after the student no longer meets the definition of a child of a military family, a migrant student, or a student participating in a newcomer program, as applicable.

Education Code 51225.1 also provides that, if an exempted student completes the statewide coursework requirements before the end of the fourth year of high school, the district or a district school must not require or request that the student graduate before the end of the fourth year of high school.

Any complaint alleging the district's failure to comply with the requirements of Education Code 51225.1 may be filed using the district's uniform complaint procedures pursuant to 5 CCR 4600-4670. See BP/AR 1312.3 - Uniform Complaint Procedures.

In addition, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

CSBA NOTE: Items #1-4 below are optional and may be revised to reflect district practice.

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the U.S. or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

- Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

Honorary Diplomas

CSBA NOTE: The following optional section reflects the Board's authority to confer honorary high school diplomas pursuant to Education Code 51225.5 and may be revised to reflect district practice.

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

- An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
- A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

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 1600-1651	Graduation of students from grade 12 and credit toward graduation
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 220	Prohibition of discrimination
Ed. Code 47612	Average daily attendance in charter school
Ed. Code 48200	Compulsory attendance
Ed. Code 48204.4	Parents/guardians departing California against their will
Ed. Code 48412	Certificate of proficiency
Ed. Code 48430	Continuation education schools and classes
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Ed. Code 51224	Skills and knowledge required for adult life
Ed. Code 51224.5	Algebra in course of study for grades 7-12
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.31	Exemption for students with disabilities
Ed. Code 51225.35	Mathematics course requirements; computer science

Ed. Code 51225.36	Instruction in sexual harassment and violence; districts that require health education for graduation
Ed. Code 51225.5	Honorary diplomas; foreign exchange and terminally ill students
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation; districts that require health education for graduation
<u>Ed. Code 51225.9</u>	<u>Courses of Study, Grades 7 to 12; Career Technical Education</u>
Ed. Code 51226.7	Model Curriculum in Ethnic Studies
Ed. Code 51228	Course of study; offerings and timely opportunity
Ed. Code 51230	Credit for community emergency response training
Ed. Code 51240-51246	Exemptions from requirements
Ed. Code 51250-51251	Assistance to military dependents
Ed. Code 51410-51413	Diplomas
Ed. Code 51420-51427	High school equivalency certificates
Ed. Code 51430	Retroactive high school diplomas
Ed. Code 51440	Credit and granting of diploma to veterans and members of the military service
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51744-51749.6	Independent study
Ed. Code 56390-56392	Recognition for educational achievement; special education
Ed. Code 60640	California Assessment of Student Performance and Progress
Ed. Code 66204	Certification of high school courses as meeting university admission criteria
Ed. Code 67386	Student safety; affirmative consent standard

Management Resources

Court Decision	Description O'Connell v. Superior Court (Valenzuela) (2006) 141 Cal.App.4th 1452
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, High School
Website	University of California, List of Approved A-G Courses
Website	CSBA

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
4112.2	Certification
4112.2	Certification
5113.2	Work Permits
5113.2	Work Permits
5126	Awards For Achievement
5126	Awards For Achievement
5127	Graduation Ceremonies And Activities
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5147	Dropout Prevention
6000	Concepts And Roles
6011	Academic Standards
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
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
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study

6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.6	International Exchange
6145.6	International Exchange
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
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
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6151	Class Size
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6155	Challenging Courses By Examination
6155	Challenging Courses By Examination
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
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
6162.5	Student Assessment
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
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
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6179	Supplemental Instruction
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education
6200	Adult Education
6200	Adult Education
9000	Role Of The Board

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 03/01/2005 | **Last Revised Date:** ~~12/09/01/2021~~2022 | **Last Reviewed Date:** ~~12/09/01/2021~~2022

CSBA NOTE: Education Code ~~51745~~51744-51749.6 authorize districts to establish independent study programs to meet the educational needs of students. Pursuant to Education Code 51745, as amended by AB 130 (Ch. 44, Statutes of 2021), for the 2021-22 school year, all districts are required to offer independent study to meet the educational needs of students.

AB 167 (Ch. 252, Statutes of 2021) amended various Education Code provisions related to independent study, as reflected throughout this policy and the accompanying administrative regulation. Education Code 51747, as amended by AB 167, authorizes a district to receive apportionment credit for independent study for any student who is unable to attend in-person instruction due to a quarantine, under a local or state public health guidance, for exposure to or infection with COVID-19 or due to a school closure for COVID-19, pursuant to Education Code 41422.

Education Code 51747, as amended by AB 130, mandates that the Governing Board adopt a policy with specified requirements as a condition of receiving state apportionments for independent study students. In addition to meeting the requirements specified by Education Code 51747, board policies must comply with rules and regulations adopted by the Superintendent of Public Instruction (SPI). Boards are encouraged to review independent study policies as the SPI adopts revised rules to reflect the new requirements of AB 130.

Education Code 51749.5 mandates that the Board adopt policy with specified components as a condition of offering a program of course-based independent study. The mandated components are reflected throughout this policy and the accompanying administrative regulation.

Commencing with the 2021-22 fiscal year Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, the State Controller is required to incorporate verification of the adoption of the policies and other requirements, including loss of apportionment for independent study pursuant to Education Code 51747 and 51749.5 for districts found to be noncompliant.

When developing policy on independent study, 5 CCR 11701 requires the Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students.

Education Code 51747 and 51749.5 mandate the Governing Board to adopt a policy with specified components as a condition of receiving state apportionments for traditional and course-based independent study, and to implement the policy in accordance with the rules and regulations adopted by the Superintendent of Public Instruction. The mandated components for traditional independent study and course-based independent study are reflected throughout this policy and the accompanying administrative regulation.

Education Code 51744, as added by AB 181 (Ch. 52, Statutes of 2022), encourages districts, when adopting policy, to consider offering more than one independent study model for short- and long-term placements in accordance with Education Code 51747, 51747.5 and 51749.6.

In the event of a school closure necessitated by an emergency condition pursuant to Education Code 46392, districts must develop a plan for offering independent study to affected students pursuant to Education Code 46393, as added by AB 130 and amended by AB 167. See BP 3516.5 - Emergency Schedules.

Independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation and BP/AR 6181 - Alternative Schools/Programs of Choice.

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

CSBA NOTE: 5 CCR 11701 requires the Board to hold a public hearing when setting policy regarding the maximum length of time that may elapse between the time an independent study assignment is made and the date by which the student must complete it, and the level of satisfactory educational progress and the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the student's best interests to remain in independent study. See "General Independent Study Requirements" below for more information regarding these requirements.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

~~CSBA NOTE: Education Code 51747, as amended by AB 167, relaxes certain independent study requirements for the 2021-22 school year as to students who are unable to participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19, including the requirement that participation in independent study be voluntary.~~

~~The California Department of Education (CDE), in its 2021-22 AA & IF Independent Study FAQs, interpreted Education Code 51747 as permitting a district to require a student to participate in independent study under circumstances specified in the following paragraph.~~

~~Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, student~~Student participation in independent study shall be voluntary: and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

CSBA NOTE: Pursuant to Education Code 46300, as amended by AB 130, the attendance of students participating in independent study for only three or more consecutive school days will be included in computing average daily attendance (ADA) for apportionment purposes.

However, for the 2021-22 school year, districts are permitted pursuant to Education Code 51747, as amended by AB 167, to claim apportionment for fewer than three consecutive school days for students who cannot participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19.

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, the The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 5174746300)

General Independent Study Requirements

CSBA NOTE: Education Code 51745, as amended by AB 130, requires districts to offer independent study for the 2021-22 school year only, and thereafter to offer independent study at their discretion. Districts may meet the requirement for the 2021-22 school year by contracting with a county office of education or by entering into an interdistrict transfer agreement with another district pursuant to Education Code 46600. In addition, the requirement to offer independent study for the 2021-22 school year may be waived for districts by the county superintendent of schools in the county in which the district is located if the district demonstrates that (1) offering independent study would create an unreasonable fiscal burden on the district or county office of education due to low numbers of students participating or other extenuating circumstances; and (2) the Board does not have the option to enter into an interdistrict transfer agreement with another district or to contract with a county office of education to provide an independent study option.

For single-district counties, the waiver must be granted by the SPI.

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study participation and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

CSBA NOTE: Pursuant to Education Code 46100, the Board is required to fix the length of the school day for each grade level, in accordance with law. ~~CDE~~ The California Department of Education, in its "Frequently Asked Questions," clarifies that independent study is not an alternative curriculum and that students in independent study are required to meet the same number of instructional minutes as their peers who are physically at the school site for their instruction.

The minimum instructional minutes ~~for~~ shall be the same for all students at each school including students participating in independent study ~~shall be the same as required for their peers at the school who are receiving in-person instruction~~, except as otherwise permitted by law. (Education Code 46100)

CSBA NOTE: Education Code 51747 mandates ~~that the Board, in a public hearing,~~ to adopt a policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting, such as adult education or continuation high school. In addition, 5 CCR 11701 mandates that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind peers as to increase, rather than decrease, the risk of dropping out of school.

The following paragraph sets one week for all grade levels and types of programs as the maximum length of time an independent study assignment should be completed, and should be revised to reflect the length of time determined by the Board. In order to ensure that apportionment credits are received, the length of time determined by the Board in its policy should be reflected in the student's written agreement. See the section "Master Agreement" below.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of ~~program~~ programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date of the specified in the student's written agreement.

CSBA NOTE: Education Code 51747 mandates ~~that the Board, in a public hearing,~~ to adopt a policy which specifies the level of satisfactory educational progress and the number of missed assignments allowed before an evaluation ~~would be required~~ is conducted to determine whether it is in a student's best interest to remain in independent study. The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation.

The number of missed assignments that will trigger an evaluation must be included in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

- ~~1-~~ 1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
- ~~2-~~ 2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments

- 3. 3. Learning of required concepts, as determined by the supervising teacher
- 4. 4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

CSBA NOTE: Education Code 51747, as amended by AB ~~130~~181, mandates the Board to adopt policy that includes the provision of content aligned to grade level standards that is ~~provided at a level of quality and intellectual challenge~~ substantially equivalent to in-person instruction. For high schools, this requirement includes access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. See BP/AR 6143 - Courses of Study.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A-G admissions criteria. (Education Code 51747)

CSBA NOTE: Education Code 51747; ~~as amended by AB 130~~, mandates the Board to adopt policy that includes plans, by grade level, to provide students with specified levels of live interaction and/or synchronous instruction as described in Items #1-3 below and defined in the accompanying administrative regulation. This requirement ~~only applies~~does not apply to students participating in an independent study program for fewer than 15 school days, ~~or more~~.

~~According to CDE's "2021-22 AA & IT Independent Study FAQs,"~~ synchronous instruction for traditional Education Code 51747, as amended by AB 181, students enrolled in a comprehensive school for classroom-based instruction who participate in independent study only counts toward meeting due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

Pursuant to Education Code 51747.5, as amended by AB 181, the minimum day requirements if students produce a work product that is evaluated for district may claim apportionment credit for independent study only to the extent of the time value as an outcome from their of student work products as personally judged by a certificated employee of the district, or the combined time value of student work products and participation in synchronous instruction, as long as the synchronous instruction instructional offering augments the time value of the student work product and evidence of student participation is furnished and maintained. Evidence of student participation may include, but is not limited to, student work produced or performed as verified by a certificated employee and maintained by the district for each hour or fraction of an hour of the synchronous instructional offering.

The Superintendent or designee shall ensure that all students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

- 1. 1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
- 2. 2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

3. 3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

CSBA NOTE: Education Code 51747, as amended by AB ~~130~~ and AB ~~167~~ 181, mandates the Board to adopt policy that includes procedures for tiered reengagement strategies for students who meet the conditions specified in the following paragraph. Items #1-3 below. This requirement ~~only applies~~ does not apply to students participating in an independent study program for fewer than 15 school days, or ~~more~~ students who participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who: are: (Education Code 51747)

1. ~~Are not~~ 1. Not generating attendance for more than ~~three school days or 60 percent of the instructional days in a school week, or 10~~ ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. ~~Are found to be not participatory~~ 2. Not participating in synchronous instructional offerings pursuant to Section Education Code 51747.5 for more than the greater of three schooldays or ~~60~~ 50 percent of the scheduled ~~days~~ times of synchronous instruction in a school month as applicable by grade span
3. ~~Are in~~ 3. In violation of their written agreement

CSBA NOTE: Education Code 51747, as amended by AB 181, requires that the district's tiered reengagement strategies procedures include local programs intended to address chronic absenteeism, as applicable.

Tiered reengagement strategies procedures used in district independent study programs shall include, local programs intended to address chronic absenteeism, as applicable, including but are not necessarily limited to, all of the following: (Education Code 51747)

1. 1. Verification of current contact information for each enrolled student
2. 2. Notification to parents/guardians of lack of participation within one school day of the recording of a ~~non-attendance~~ nonattendance day or lack of participation
3. 3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

CSBA NOTE: Education Code 51747 requires districts to hold a student-parent-educator conference as defined by Education Code 51745.5, at specified times, as reflected below and in the accompanying administrative regulation.

4. 4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

CSBA NOTE: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes a plan to expeditiously, and not longer than five instructional days, transition students whose families wish to return to in-person instruction from independent study. This requirement ~~only applies~~ does not apply to students participating in an independent study program for fewer than 15 school days. Pursuant to Education Code 51747, as amended by AB 181, the requirement is also not applicable to students who participate in independent study due to necessary medical treatments or ~~more~~ inpatient treatment for mental health care or substance abuse, as described below.

The Superintendent or designee shall, for students who participate in an independent study program for 15 school days of more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later, than five instructional days. ~~This requirement only applies to students participating in an independent study program for 15 school days or more.~~ (Education Code 51747)

CSBA NOTE: Pursuant to Education Code 51747, as amended by AB 181, the live interaction and/ or synchronous learning requirements, tiered reengagement strategies, and transition plan obligations do not apply to students enrolled in a comprehensive school for classroom-based instruction who, under the care of an appropriate licensed professional(s), participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, provided the district obtains evidence of the need as specified in Education Code 51747.

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

CSBA NOTE: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study and for whom apportionment is claimed. Education Code 51747 provides that no independent study agreement can be valid for longer than one school year. ~~For the 2021-22 school year only, Pursuant to~~ Education Code 51747, as amended by AB 167, requires 181, the district is required to obtain a signed written agreement for an independent study program of any length of time ~~no later than 30~~ 15 school days after or more before the first day beginning of instruction in independent study, and for an independent study program or October 15, whichever date comes later of less than 15 school days, within ten school days of the beginning of the first day of the student's enrollment.

In addition, Education Code 51749.5 mandates the Board to adopt policy providing that a "learning agreement" be maintained for each student participating in course-based independent study.

See the section "Master Agreement" below for required content of these agreements.

The Superintendent or designee shall ensure that a written ~~master~~ agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

CSBA NOTE: For the 2021-22 school year only, the district must provide notice with specified components of the independent study option available through Education Code 51747. Education Code 51747, as amended by AB 130, requires that the written information, in addition to being written in

English, be written in the primary language if 15 percent or more of the students enrolled in a district that provides instruction in transitional kindergarten, kindergarten, or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to CDE. CSBA NOTE: Education Code 51747 requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and reflected in the accompanying administrative regulation.

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study.

CSBA NOTE: Education Code 51747, as amended by AB 130, requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and as reflected in the accompanying regulation.

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

CSBA NOTE: Education Code 51747 mandates that, in order to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Because apportionments are only provided for independent study of three or more consecutive school days pursuant to Education Code 46300, as amended by AB 130, written agreements are required only in such instances.

Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign before the commencement of independent study pursuant to Education Code 51747, the parent/guardian's signature on the agreement satisfies the requirement to obtain the parent/guardian's written permission.

For the 2021-22 school year however, the district must obtain a signed written agreement for independent study, of any length of time, no later than 30 days after the first day of instruction in independent study or October 15, whichever date comes later, pursuant to Education Code 51747, as amended by AB 167. This requirement is also applicable to independent study for a student who is unable to attend classroom-based instruction due to quarantine or school closure for COVID-19. However, pursuant to Education Code 51747, as amended by AB 181, for independent study programs of less than 15 school days the written agreement may be signed within ten school days of the

student's enrollment in independent study. As Education Code 46300.7 and 51747 are inconsistent as to when written agreements need to be signed for programs of less than 15 school days, districts are encouraged to consult CSBA District and County Office of Education Legal Services, or the district's legal counsel.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

However,)

For student participation for the 2021-2215 school year only, the district shall obtain days or more, a signed written agreement from each shall be obtained before the student participating in an begins independent study program for any length. For student participation of time, no later less than 30 days after 15 school days, a signed written agreement shall be obtained within ten school days of the first day of instruction in the independent study program. the student's enrollment in short-term independent study. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. 1. The manner, time, frequency, time, and place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. 2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. 3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

CSBA NOTE: As described in the section "General Independent Study Requirements" above, pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. Education Code 51747, as amended by AB 130, also requires that the written agreement contain a statement of the Board's policy regarding the level of satisfactory educational progress for students participating in independent study.

4. 4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

5. 5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. 6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

CSBA NOTE: Pursuant to Education Code 51747, as amended by AB 167, a master agreement is not required to include the following statement for any student who, during the 2021-22 school year, cannot participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19.

7. 8. A statement that independent study is an optional educational alternative in which no student may be required to participate

For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.

8. 9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

CSBA NOTE: Pursuant to Education Code 51747, as amended by AB 181, the date upon which a written agreement needs to be signed will vary depending on the projected length of independent study, as specified below. In addition, for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student is required to sign the written agreement.

9. 10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years of age, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year for students with disabilities, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been certificated employee designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the

student, no later than 30 days after the first day of instruction in the independent study program or October 15, whichever date comes later. special education programming of the student

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

CSBA NOTE: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6, as amended by AB 130, establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 mandates that boards adopt policies that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

CSBA NOTE: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6 establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 mandates that boards adopt policies that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. 1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. 2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction:
3. 3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University UC or CSU as creditable under the A-G admissions criteria. **The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.** The certification shall also include plans to provide opportunities throughout the school year, for all students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly

synchronous instruction.

4. 4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3:

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by ~~their~~ the student's performance on applicable student-level measures of student achievement and ~~student~~ engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

- ~~5.~~ If satisfactory educational progress in an one or more independent study class courses is not being made, the teacher providing instruction shall notify the student and, if the student is under 18 years of age, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. ~~age 18 years, the student's parent/guardian.~~ A written record of the evaluation findings shall be treated as a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, ~~notification to parents/guardians of lack of participation within one school day of the absence or lack of participation,~~ a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

- ~~6.~~ 6. Examinations shall be administered by a proctor.

- ~~7.~~ 7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

- ~~8.~~ 8. A student shall not be required to enroll in courses included in the course-based independent study program.

9. 9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. 10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
11. 11. Courses required for high school graduation or for admission to the University of California UC or California State University CSU shall not be offered exclusively through independent study.
12. 12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.
13. 13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.

CSBA NOTE: Pursuant to Education Code 51749.5, as amended by AB 181, a student with disabilities may participate in a course-based independent study program if the student's individualized education program specifically provides for such participation.

14. 14. A student with disabilities, as defined in Education Code 56026, shall ~~not~~ may participate in course-based independent study, ~~unless~~ if the student's individualized education program specifically provides for that participation.
15. 15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. 16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

CSBA NOTE: Education Code 51749.6, as amended by AB 130, requires that, before enrolling a student in course-based independent study, the district provide the student and, if the student is less than 18 years of age, the student's parent/guardian, with a written learning agreement that includes specified components.

Before enrolling a student in a course within ~~this~~ a course-based independent study program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. 1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. 2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to ~~item~~Item #3 of the Course-Based Independent Study section above
3. 3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. 4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. 5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. 6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports:
7. 7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a ~~student who is~~ suspended or expelled; or student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, ~~the agreement also shall include the a~~ statement that instruction may be provided ~~to the student~~ through course-based independent study only if the student is offered the alternative of classroom instruction.
8. 8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress:
9. 9. The objectives and methods of study for the student's work, and the methods used to evaluate that work:
10. 10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.

11. 11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.

For 2022–23 school year and thereafter, before CSBA NOTE: Pursuant to Education Code 51749.6, as amended by AB 181, the date upon which a learning agreement needs to be signed will vary depending on the projected length of an independent study course, as specified below. In addition, for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student is required to sign the learning agreement.

12. 12. Before the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee ~~who has been designated as having responsibility~~ responsible for the general supervision of the independent study course, and all persons ~~who have direct responsibility~~ as applicable for providing assistance to students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

For the 2021–22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

~~Written~~ Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

~~The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes.~~ (Education Code 51749.6)

Upon the request of a student's parent/guardian, and before signing a ~~written~~ learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, ~~or their~~ and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

CSBA NOTE: Education Code 51747 and 51749.5, as amended by AB 130, require districts to hold student-parent-educator conferences as defined by Education Code 51745.5, at specified times. See the accompanying administrative regulation for the definition of student-parent-educator conference.

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

CSBA NOTE: Pursuant to Education Code 51745.6, 51747, 51747.5, and 51749.5, as amended by AB 130, require, commencing in the 2021–22 fiscal year, the State Controller to incorporate verifications of compliance with specified components of the laws into the the Education Audit Appeals Panel's, "Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting," includes verification of compliance with specified components of law related to the extent that these verifications are not yet included in the audit guide independent study, with loss of apportionment for independent study for districts found to be noncompliant.

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. 1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. 2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. 3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. 4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. 5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. 6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

CSBA NOTE: Education Code 51747.5, as amended by AB 130, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which the student is provided independent study. Any student who does not participate in scheduled live interaction or synchronous instruction on a school day must be documented as nonparticipatory for that school day. In addition, Education Code 51747.5 requires districts to maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. Commencing in the 2021–22 fiscal year, the Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting will incorporate compliance reviews of these requirements, and a finding of noncompliance will result in loss of apportionment in proportion to the impact on ADA from the noncompliance.

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

CSBA NOTE: Education Code 51747 ~~authorizes~~ and 51749.6 authorize specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747 and 51749.6, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

~~The signed, dated agreement, any~~
Signed written and supplemental ~~agreement~~ agreements, assignment records, work samples, and attendance records may be maintained ~~on~~ as an electronic file ~~electronically~~. (in accordance with Education Code 51747) and 51749.6, as applicable.

Program Evaluation

CSBA NOTE: The following optional section may be revised to reflect district practice.

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Policy Reference UPDATE Service

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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 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19 <u>Emergency conditions and apportionments</u>
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home <u>independent study</u> teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations; <u>;</u> general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745 <u>51744</u> -51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery

Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers

Federal

20 USC 6301

Description

Highly qualified teachers

20 USC 6311

State plan

Management Resources

Description

California Department of Education Publication

Legal Requirements for Independent Study; ~~2021~~

California Department of Education Publication

Conducting Individualized Determinations of Need; ~~2021~~

California Department of Education Publication

Clarifications for Student Learning in Quarantine; ~~2021~~

California Department of Education Publication

2021-22 AA & IT Independent Study FAQs; ~~2021~~

California Department of Education Publication

California Digital Learning Integration and Standards Guidance, ~~April~~ May 2021

California Department of Education Publication

Elements of Exemplary Independent Study

Court Decision

Modesto City Schools v. Education Audits Appeal Panel; (2004) 123 Cal.App.4th 1365

Education Audit Appeals Panel Publication

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

Website

California Consortium for Independent Study

Website

California Department of Education, Independent Study

Website

Education Audit Appeals Panel

Cross References

Code

Description

0410

Nondiscrimination In District Programs And Activities

0420.4

Charter School Authorization

0420.4

Charter School Authorization

0470

COVID-19 Mitigation Plan

0500

Accountability

3260

Fees And Charges

3260

Fees And Charges

3516.5

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3580	District Records
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4112.2	Certification
4131	Staff Development
5111.1	District Residency
5111.1	District Residency
5112.3	Student Leave Of Absence
5112.3	Student Leave Of Absence
5113	Absences And Excuses
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5113.1	Chronic Absence And Truancy
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6143	Courses Of Study
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6146.1	High School Graduation Requirements
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6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
6200	Adult Education
6200	Adult Education

Regulation 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 10/01/2015 | Last Revised Date: ~~12/09/01/2021~~2022 | Last Reviewed Date:
~~12/09/01/2021~~2022

Definitions

CSBA NOTE: Education Code 51745.5, as added by AB 130 (Ch. 44, Statutes of 2021), defines the terms "live interaction," "student-parent-educator conference," and "synchronous instruction" as provided below.

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by ~~the~~ a teacher or teachers of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

CSBA NOTE: The following section is optional. Pursuant to Education Code 51745, as amended by AB 130, 181 (Ch. 52, Statutes of 2022), the district is required to offer list of educational opportunities that may be provided through independent study to meet the educational needs of students for the 2021–22 school year unless the district obtains a waiver from such requirement. includes Items #1-5 below, and may be revised or expanded to reflect district practice.

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

CSBA NOTE: The following section is optional. Education Code 51745 lists educational opportunities that may be provided through independent study. The district may revise or expand items #1–6 below to reflect district practice.

Educational opportunities offered through independent study may include, but are not limited to:
(Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
- ~~3.~~ Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
- 4.~~3~~ Continuing and special study during travel
- 5.~~4~~ Volunteer community service activities and leadership opportunities that support and strengthen student achievement

CSBA NOTE: Education Code 51745, as amended by AB 167, permits districts to provide independent study to students who cannot participate in classroom-based instruction due to a COVID-19 quarantine. See the accompanying board policy.

- ~~6.~~5. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

CSBA NOTE: The following paragraph is for use by districts maintaining high schools.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency district-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

CSBA NOTE: Pursuant to Education Code 51748, independent study students must be enrolled in school as a condition of receiving state apportionments.

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

For the 2022-23 school year and thereafter, the The Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

CSBA NOTE: The following paragraph limits eligibility for independent study to those students for whom state apportionments can be claimed. Education Code 46300.2 provides that districts will receive state funding for independent study for students who are residents of the county or an adjacent county. Pursuant to Education Code 51747.3, students whose residency status is based on parent/guardian employment within district boundaries (in accordance with Education Code 48204(b)) are not eligible for funds apportioned for average daily attendance (ADA).

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745 (Education Code 46300.2, 51747.3))

CSBA NOTE: Education Code 51747, as amended by AB 167, relaxes certain independent study requirements for the 2021-22 school year for students who cannot participate in classroom-based instruction as a result of a quarantine order or school closure due to COVID-19, including the limitation on providing a temporarily disabled student individual instruction pursuant to Education Code 48206.3 by means of independent study.

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a COVID-19 quarantine or school closure, a

CSBA NOTE: Pursuant to Education Code 51745, as amended by AB 181, a student with disabilities may participate in independent study if the student's individualized education program specifically provides for such participation, as specified below.

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or

need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

CSBA NOTE: The following paragraph is based on uncodified Section 110 of AB 181 and will remain in effect only until July 1, 2024.

In addition, any student with disabilities who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided to the student by means of the virtual program and other conditions of law are satisfied.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of through independent study. (Education Code 51747)51745)

CSBA NOTE: Education Code 46300.1 provides that the district may not receive apportionments pursuant to Education Code 42238 for The following paragraph limits enrollment in independent study for to those students age 21 or older, or for students 19 or older who have not been continuously enrolled in grades K-12 since their 18th birthday. However, pursuant for whom state apportionments can be claimed. Pursuant to Education Code 46300.4, these students may be 51745, as amended by AB 181, no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are eligible for apportionment credit for independent study through, with the adult education program for courses required for high school graduation. See BP/AR 6200 - Adult Education exception of students participating in independent study due to an emergency as described in Education Code 41422 and 46392. A pregnant student or a parenting student who is the primary caregiver for the student's child(ren) is not included in this cap.

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

CSBA NOTE: The following paragraph limits enrollment in independent study to those students for whom state apportionments can be claimed. Pursuant to Education Code 51745, no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are eligible for apportionment credit for independent study. A pregnant student or a parenting student who is the primary caregiver for the student's child(ren) is not included in this cap.

No Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392 and pregnant and parenting students who are the primary caregiver for their child(ren), no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

Monitoring Student Progress

CSBA NOTE: The following optional section may be revised to reflect district practice.

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether ~~or not~~ independent study is ~~appropriate for~~in the student's best interest. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. (Education Code 51747, 51749.5; 5 CCR 11701)

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation: (Education Code 51747, and if the student transfers to another public school in California, the record shall be forwarded to that school. (Education Code 51747, 51749.5))

Responsibilities of Independent Study Administrator

CSBA NOTE: The following optional section may be revised to reflect district practice.

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

CSBA NOTE: Pursuant to Education Code 51745.6, the equivalency of teacher-student ratios as described below is a necessary condition for the district to receive apportionments for independent study. The district may exceed these ratios, but those additional units of independent study ADA

would not be funded.

Pursuant to The Education Code 51745.6, as amended by AB 130, the Audit Appeals Panel's, "Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting must incorporate," includes verification of applicable that the district calculated its independent study teacher-student ratios commencing in the 2021-22 fiscal year ratio consistent with Education Code 51745.6. .

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

CSBA NOTE: The remainder of this section is optional and may be revised to reflect district practice.

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with ~~item~~Item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress

CSBA NOTE: Pursuant to Education Code 51747.5, as amended by AB ~~167~~181, the district may only claim apportionment credit for independent study based on only to the extent of the time value of student work products as personally judged in each instance by a certificated teacher employed by employee of the district, or the combined time value of student work products and participation in synchronous instruction, as long as the synchronous instructional offering augments the time value of the student work product and evidence of student participation is furnished and maintained. Evidence of student participation may include, but is not limited to, student work produced or performed as verified by a certificated employee and maintained by the district for each hour or fraction of an hour of the synchronous instructional offering. Education Code 51747.5 specifies that the teacher is not required to sign and date the work products.

7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

CSBA NOTE: Education Code 51747.5, as amended by AB 130 and AB 167, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does

not participate in scheduled live interaction or synchronous instruction on a school day shall be documented as nonparticipatory for that school day, for purposes of student participation reporting and tiered reengagement pursuant to Education Code 51747.

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

Policy Reference UPDATE Service

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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 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted

Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745-51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers

Federal

20 USC 6301

20 USC 6311

Management Resources

California Department of Education
Publication

California Department of Education
Publication

California Department of Education
Publication

California Department of Education
Publication

California Department of Education
Publication

California Department of Education
Publication

Court Decision

Education Audit Appeals Panel
Publication

Website

Website

Website

Cross References

Description

Highly qualified teachers

State plan

Description

Legal Requirements for Independent Study, 2021

Conducting Individualized Determinations of Need, 2021

Clarifications for Student Learning in Quarantine, 2021

2021-22 AA & IT Independent Study FAQs, 2021

California Digital Learning Integration and Standards
Guidance, April 2021

Elements of Exemplary Independent Study

Modesto City Schools v. Education Audits Appeal Panel,
(2004) 123 Cal.App.4th 1365

Guide for Annual Audits of K-12 Local Education Agencies
and State Compliance Reporting

California Consortium for Independent Study

California Department of Education, Independent Study

Education Audit Appeals Panel

Code

Description

0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0470	COVID-19 Mitigation Plan
0500	Accountability
3260	Fees And Charges
3260	Fees And Charges
3516.5	Emergency Schedules
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4131	Staff Development
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6184	Continuation Education
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6185	Community Day School
6185	Community Day School
6200	Adult Education
6200	Adult Education

Policy 6164.2: Guidance/Counseling Services

Status: ADOPTED

Original Adopted Date: 11/01/2007 | **Last Revised Date:** ~~03/09/2016~~ 09/01/2022 | **Last Reviewed Date:** ~~03/09/2016~~ 2022

CSBA NOTE: The following optional Board policy should be revised to reflect district practice. Education Code 49600 authorizes, as amended by AB 2508 (Ch. 153, Statutes of 2022) urges districts to offer a structured, coherent, and students a comprehensive educational counseling program that is implemented by credentialed school counselors in a structured and coherent manner within a Multi-Tiered Systems of Support framework. Pursuant to Education Code 49600, if the district chooses to offer an educational counseling program, that as amended by AB 2508, specialized services offered under such a program must include academic counseling, as defined, and may include other specified components be provided by appropriately credentialed school counselors.

The Governing Board recognizes that a structured, coherent, and comprehensive counseling program promotes academic achievement and growth, and serves the diverse needs of all district students. The district shall provide an educational counseling program that offers students services and supports within a Multi-Tiered Systems of Support (MTSS) framework, in accordance with law. Counseling staff shall be available to provide students with individualized reviews of their educational progress toward academic and/or career and vocational goals and, as appropriate, may discuss social, personal, or other issues that may impact student learning and well-being.

CSBA NOTE: Pursuant to Education Code 44266 and 5 CCR 80049-80049.1, persons authorized to provide services in school counseling, school psychology, or school social work must possess a ~~pupil personnel services~~ Pupil Personnel Services credential, with the appropriate specialization, issued by the Commission on Teacher Credentialing.

The Superintendent or designee shall ensure that all persons employed to provide direct school counseling, school psychology, ~~and/or~~ school social work services to students, and/or implement equitable school programs and services that support students' academic and social emotional development and college and career readiness shall possess the appropriate credential from the Commission on Teacher Credentialing authorizing their employment in such positions. Responsibilities of ~~each position~~ such positions shall be clearly defined in a job description.

CSBA NOTE: The following optional list may be revised to reflect district practice. Education Code 49600, as amended by ~~SB 451 (Ch. 539, Statutes of 2015),~~ AB 2508, expresses the Legislature's intent that school counselors fulfill the following responsibilities.

Responsibilities of school counselors include, but are not limited to:

- ~~1. Engaging with, advocating for, and providing support for all students with respect to learning and achievement~~
1. Engaging with, advocating for, and providing all students with direct services, such as individual counseling, group counseling, risk assessment, crisis response, and instructional services, including mental health and behavioral, academic, and postsecondary educational services and indirect services, including but not limited to, positive school climate strategies, teacher and parent consultations, and referrals to public and private community services
- ~~2. _____~~ 2. _____ Planning, implementing, and evaluating school counseling programs to promote the academic, career, personal, and social development of all students, including students from low-income families, foster youth, homeless youth, undocumented youth, and students at all levels of

academic, social, and emotional abilities

3. ~~Using~~ 3. Working within a MTSS that uses multiple data sources of information to monitor and improve student behavior, attendance, engagement, and achievement
 4. ~~Collaborating and coordinating with school and community resources~~
 4. 4. Developing, coordinating, and supervising comprehensive student support systems in collaboration with teachers, administrators, other pupil personnel services professionals, families, community partners, and community agencies, including county mental health agencies
 5. 5. Promoting and maintaining a safe learning environment for all students by providing restorative justice practices, positive behavior interventions, and support services, and by developing a variety of intervention strategies, and using those strategies, to meet individual, group, and school community needs before, during, and after a crisis
 6. 6. Intervening to ameliorate school-related problems, including issues/problems related to chronic absences and retention
 7. 7. Using research-based strategies to promote mental wellness, reduce mental health stigma, conflict, and student-to-student, and to identify characteristics, risk factors, and warning signs of students who develop, or are at risk of developing, mental health and behavioral disorders and who experience, or are at risk of experiencing, mistreatment and, including mistreatment related to any form of conflict or bullying
 8. 8. Improving school climate and student well-being by addressing the mental and behavioral health needs of students during a period of transition, separation, heightened stress, and critical changes, accessing community programs and services to meet those needs, and providing other appropriate services
 9. 9. Enhancing students' social and emotional competence, character, health, civic engagement, cultural literacy, and commitment to lifelong learning and the pursuit of high-quality educational programs
- CSBA NOTE: Item #10 below may be revised to specify only English learners, students eligible for free and reduced-price meals, and foster youth, as provided in Education Code 49600. However, a district is permitted to provide such services to other categories of students who may be in need, such as students experiencing homelessness
10. 10. Providing counseling interventions and support services for unduplicated students who are classified as English learners, or foster youth, homeless children, and students eligible for free or and reduced-priced meals, or foster youth, including enhancing interventions and support services that enhance equity and access to the appropriate education systems/systems and community/public and private services
 11. Engaging in continued development as a professional school counselor

Educational And Career Counseling

CSBA NOTE: Items #1-5 below reflect required components of educational counseling programs specified in Education Code 49600, as amended by ~~SB 451 (Ch. 539, Statutes of 2015)~~ AB 2508.

The educational counseling program shall include academic counseling and postsecondary services, in the following areas: (Education Code 49600):

1. 1. Development and implementation, with parent/guardian involvement, of the student's immediate and long-range educational plans
2. 2. Optimizing progress towards achievement of proficiency standards and competencies
3. 3. Completion of the required curriculum in accordance with the student's needs, abilities, interests, and aptitudes
4. 4. Academic planning for access and success in higher education programs, including advisement on courses needed for admission to ~~public~~ colleges and universities, standardized admissions tests, and financial aid

CSBA NOTE: Pursuant to Education Code 49600, educational counseling must include career and vocational counseling as described in ~~item~~ Item #5 below. As amended by ~~SB 451 (Ch. 539, Statutes of 2015)~~ AB 2508, Education Code 49600 requires that professional development related to career and vocational counseling include strategies for counseling students pursuing postsecondary education, career technical education, multiple pathways, college, and global career opportunities.

5. ~~Career and vocational counseling~~ 5. High-quality career programs at all grade levels in which students are assisted in doing all of the following:
 - a. a. Planning for the future, including, but not limited to, identifying personal interests, skills, and abilities, career planning, course selection, and career transition
 - b. b. Becoming aware of personal preferences and interests that influence educational and occupational exploration, career choice, and career success
 - c. c. Developing ~~realistic perceptions of work~~; self-efficacy for the ever-changing work environment, the changing needs of the workforce, and the effects of work on ~~lifestyle~~ quality of life
 - d. d. Understanding the relationship between academic achievement and career success, and the importance of maximizing career options

- e. e. _____ Understanding the value of participating in career technical education and work-based learning activities and pathways, programs, and certifications, including, but not limited to, service learning, those related to regional occupational centers and programs; partnership programs; job shadowing; and mentoring experience and centers, the federal program administered by the United States Department of Labor offering free education and vocational training to students, known as "Job Corps," the California Conservation Corps, work-based learning, industry certifications, college preparation and credit, and employment opportunities
- f. f. _____ Understanding the need to develop essential employable skills and work habits
- ~~g. _____~~ Understanding the variety of four-year colleges and universities and community college vocational and technical preparation programs, as well as admission criteria and enrollment procedures

CSBA NOTE: Education Code 49600, as amended by AB 2508, adds the following component to educational counseling programs, reflected below.

- g. _____ Understanding entrance requirements to the Armed Forces of the United States, including the benefits of the Armed Services Vocational Aptitude Battery (ASVAB) test

CSBA NOTE: In addition to the required components listed above, Education Code 49600, as amended by SB 451 (Ch. 539, Statutes of 2015), AB 2508, includes a list of optional components which a district may, at its discretion, offer as part of the educational counseling program. At its discretion, the district may expand the following paragraph to reflect any of these optional components it chooses to include in its educational counseling program.

The district's educational counseling program also may include, but not be limited to, identification of students who are at risk of not graduating with ~~the rest of their class~~peers, development of a list of coursework and experience necessary to assist students to satisfy the curricular requirements for college admission and successfully transition to postsecondary education or employment, and counseling regarding available options for ~~a student to continue his/her education if he/she fails~~students who fail to meet graduation requirements-
to continue with their education.

The Superintendent or designee shall establish and maintain a program of guidance, placement, and follow-up for all high school students subject to compulsory continuation education. (Education Code 48431)

CSBA Note: As amended by AB 2508, Education Code 49600 also permits districts to offer mental and behavioral health services as provided in the following paragraph.

CSBA NOTE: Education Code 221.5 prohibits school counselors from offering vocational or school program guidance to a student of one sex that is different from that offered to a student of the opposite sex. In addition, 5 CCR 4930 prohibits discrimination in counseling programs to the same extent that discrimination is prohibited in all other district programs and activities. Prohibited bases for discrimination in district programs are specified in BP 0410 - Nondiscrimination in District Programs and Activities.

No counselor shall unlawfully discriminate against any student. Guidance counseling regarding school programs and career, vocational, or higher education opportunities shall not be differentiated on the basis of any protected category specified in BP 0410 - Nondiscrimination in District Programs and Activities.

In addition, counselors shall affirmatively explore with ~~students~~ a student the possibility of careers, or courses leading to careers, that are nontraditional for that student's sex. (Education Code 221.5)

For assessing or counseling students, the district shall not use testing or other materials that permit or require impermissible or unlawful differential treatment of students. (5 CCR 4931)

CSBA NOTE: 20 USC 7908 requires districts receiving funds under the Elementary and Secondary Education Act (ESEA) to provide military recruiters with the same access to students as is provided to colleges and prospective employers. Districts that do not grant similar access may lose those funds and may be subject to specific interventions, such as notification to the Governor and Congress, so that public officials can work with the district. Districts that do not receive ESEA funds and that choose to grant access to college and employment recruiters should do so on a nondiscriminatory basis. Education Code 49603 provides that military service recruiters may not be denied on-campus access to students in grades 9-12 if the district provides such access to other employers. For information regarding military recruiter access to student directory information, see BP/AR 5125.1 - Release of Directory Information.

Option 1 below is for use by districts that choose to adopt a policy that permits college and employment recruiters, including military recruiters, access to students. Option 2 is for districts that choose to adopt a policy that does not permit such access.

Colleges and prospective employers, including military recruiters, shall have the same access to students for recruiting purposes. (Education Code 49603; 10 USC 503; 20 USC 7908)

CSBA NOTE: Pursuant to Labor Code 3074.2, as added by AB 643 (Ch. 324, Statutes of 2021), districts are encouraged to provide students with opportunities to explore, make career choices, and seek appropriate instruction and training to support those choices, by hosting locally focused apprenticeship and/or career and technical education fair events, such as college and career fairs.

The Superintendent or designee shall collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities through college and/or career fairs.

CSBA NOTE: Labor Code 3074.2, as added by AB 643, requires any district planning to hold a college or career fair to identify approved apprenticeship programs in the county and notify such programs that they are hosting a college or career fair. To identify approved programs the district is required to rely on the Division of Apprenticeship Standards' database of approved apprenticeship programs, published by the Division of Apprenticeship Standards located on its internet web site.

When planning to hold a college or career fair, the Superintendent or designee shall notify each apprenticeship program in the county. The notification shall include the planned date, time and location of the college or career fair. (Labor Code 3074.2)

Personal or Mental Health Counseling

CSBA NOTE: The following optional section may be revised to reflect district practice. A school counselor, school psychologist, or school social worker may offer personal or family counseling in accordance with the authorizations on his/~~her~~their credentials. In addition, districts may provide mental health services through school-based health centers (see BP 5141.6 - School Health Services) and/or may collaborate with community agencies, organizations, and health care providers to ensure that services are available.

A school counselor, school psychologist, or school social worker may provide individualized personal, mental health, or family counseling to students in accordance with the specialization(s) authorized by his/~~her~~their credential. Such services may include, but are not limited to, support related to the student's social and emotional development, behavior, substance abuse, mental health assessment, depression, or mental illness. As appropriate, students and their parents/guardians shall be informed about community agencies, organizations, or health care providers that offer qualified professional assistance.

CSBA NOTE: If a minor is 11 years old or younger, consent by a parent/guardian is required before providing the minor with outpatient mental health counseling or treatment services. Family Code 6920-6929 and Health and Safety Code 124260 allow a minor age 12 or older to consent to outpatient mental health counseling or treatment services without parent/guardian consent if, in the opinion of a school psychologist or other professional person, as defined, the minor is mature enough to participate intelligently in the services. However, the child's parent/guardian must still be involved unless the professional person determines it would be inappropriate.

Written parent/guardian consent shall be obtained before mental health counseling or treatment services are provided to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929, Health and Safety Code 124260, or other applicable law.

Any information of a personal nature disclosed to a school counselor by a student age 12 years or older or by his/~~her~~the student's parent/guardian is confidential and shall not become part of the student record without the written consent of the person who disclosed the confidential information. The information shall not be revealed, released, discussed, or referred to except under the limited circumstances specified in Education Code 49602. (Education Code 49602)

A counselor shall consult with the Superintendent or designee and, as appropriate, with the district's legal counsel whenever unsure of how to respond to a student's personal problem or when questions arise regarding the possible release of confidential information regarding a student.

Crisis Counseling

The Board recognizes the need for a prompt and effective response when students are confronted with a traumatic incident. School counselors shall assist in the development of the comprehensive school safety plan, emergency and disaster preparedness plan, and other prevention and intervention practices designed to assist students and parents/guardians before, during, and after a crisis.

Early identification and intervention plans shall be developed to help identify those students who may be at risk for violence so that support may be provided before they engage in violent or disruptive behavior.

In addition, the Superintendent or designee shall identify crisis counseling resources to train district staff in effective threat assessment, appropriate response techniques, and/or methods to directly help students cope with a crisis if it occurs.

Teacher-Based Advisory Program

CSBA NOTE: The following optional section is for use by districts that choose to provide a teacher-based advisory program as authorized by Education Code 49600. The following section may be revised to reflect district practice, including the grade levels at which the program will operate. It should be deleted by districts in which all student counseling is provided by credentialed school counselors.

The Board recognizes that a supportive, ongoing relationship with a caring adult can provide a student with valuable advice, enhance student-teacher relationships, and build the student's feelings of connectedness with the school. The Board authorizes the development of a teacher-based advisory program in which teachers advise students in such areas as academic planning, character development, conflict resolution, and self-esteem. Any teacher participating in this program shall be under the supervision of a credentialed school counselor as appropriate, receive related information and training, and be subject to this Board policy and law, including requirements pertaining to student confidentiality and nondiscrimination.

Policy Reference UPDATE Service

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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 4930-4931	Counseling
5 CCR 80049-80049.1	Pupil personnel services Personnel Services credential
5 CCR 80632-80632.5	Preparation programs for pupil personnel services Pupil Personnel Services
Ed. Code 221.5	Equal opportunity
Ed. Code 44266	Pupil personnel services Personnel Services credential
Ed. Code 48431	Establishing and maintaining high school guidance and placement program
Ed. Code 49600-49604	Educational counseling
Ed. Code 51250-51251	Assistance to military dependents
Ed. Code 51513	Personal beliefs
Fam. Code 6920-6930	Consent by minor for medical treatment
Gov. Code 6254	Exemption for personnel records if invasion of personal privacy
H&S Code 124260	Mental health services; consent by minors age 12 and older
Labor Code 3074.2	College and career fairs; notice to apprenticeship programs
Pen. Code 11166-11170	Reporting known or suspected cases of child abuse
W&I Code 5850-5883	Mental Health Services Act
Federal	Description
10 USC 503	Military recruiter access to directory information
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 7908 Armed forces recruiter access to students and student recruiting information

34 CFR 99.1-99.67 Family Educational Rights and Privacy

Management Resources

California Department of Education Publication

Website

Website

Website

Website

Website

[Website](#)

Description

California Results-Based School Counseling and Student Support Guidelines, 2007

California Association of School Counselors

American School Counselor Association

U.S. Department of Education, access to military recruiters

Commission on Teacher Credentialing

California Department of Education

[California Division of Apprenticeship Standards](#)

Cross References

Code

0410

Description

Nondiscrimination In District Programs And Activities

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Equity

0450

Comprehensive Safety Plan

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Comprehensive Safety Plan

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Local Control And Accountability Plan

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Local Control And Accountability Plan

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COVID-19 Mitigation Plan

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Uniform Complaint Procedures

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Uniform Complaint Procedures

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Uniform Complaint Procedures

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Uniform Complaint Procedures

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Civility

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Relations Between Other Governmental Agencies And The Schools

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Campus Security

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Campus Security

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Emergencies And Disaster Preparedness Plan

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Emergencies And Disaster Preparedness Plan

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Bomb Threats

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Certification

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Certification

4119.23

Unauthorized Release Of Confidential/Privileged Information

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4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
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5022	Student And Family Privacy Rights
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E PDF(1)	Release Of Directory Information
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5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
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5136	Gangs
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
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5145.3	Nondiscrimination/Harassment

5145.3	Nondiscrimination/Harassment
5145.6	Parental <u>Parent/guardian</u> Notifications
5145.6-E(1)	Parental <u>Parent/guardian</u> Notifications
5145.6-E PDF(1)	Parental Notifications <u>Parent/guardian Notifications</u>
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
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6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
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6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
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6164.5	Student Success Teams
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6172	Gifted And Talented Student Program
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6173	Education For Homeless Children
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6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
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6185	Community Day School
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Policy 6178: Career Technical Education

Status: ADOPTED

Original Adopted Date: 03/01/2008 | **Last Revised Date:** ~~10/09/01/2018~~2022 | **Last Reviewed Date:**
~~10/09/01/2018~~2022

CSBA NOTE: The following policy is for use by districts that maintain any of grades 7-12. Education Code 51220 requires that the adopted course of study for grades 7-12 include courses in career technical education (CTE); see BP/AR 6143 - Courses of Study.

Funding for CTE programs may be available through the federal Strengthening Career and Technical Education for the 21st Century Act, sometimes referred to as Perkins V (20 USC 2301-2414, as amended by P.L. 115-224 and effective July 1, 2019), and state grant programs such as the California Career Pathways Trust pursuant to Education Code 53010-53016 and the California Career Technical Education Incentive Grant Program pursuant to Education Code 53070-53076.4, as amended by AB 1808 (Ch. 32, Statutes of 2018), the Golden State Pathways Program pursuant to Education Code 53020-53025, the Apprenticeship Innovation Funding Program pursuant to Labor Code 3110-3112.1, and Youth Apprenticeship pursuant to Labor Code 3120-3122.4. In addition, secondary schools may offer CTE through partnership academies (Education Code 54690-54697), regional occupational centers and programs (ROC/Ps) (Education Code 52300-52335.12), and/or district-funded programs.

The following policy should be revised to reflect program(s) offered by the district and grade levels at which such programs shall be offered.

The Governing Board desires to provide a comprehensive career technical education (CTE) program in the secondary grades which integrates core academic instruction with technical and occupational instruction in order to increase student achievement, graduation rates, and readiness for postsecondary education and employment. The district's CTE program shall be designed to help students develop the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy. ~~The program shall include a rigorous academic component and provide students with practical experience and understanding of all aspects of an industry.~~

The district's CTE program shall focus on preparing students to enter current or emerging high-skill, high-wage, and/or high-demand occupations- by providing a rigorous academic component and practical experience in all aspects of an industry. CTE opportunities may be offered through linked learning programs, partnership academies, apprenticeship programs or orientation to apprenticeships, regional occupational centers or programs (ROC/Ps), charter schools, small learning communities, magnet programs, or other programs that expose students to career options while preparing them for future careers in a given industry or interest area.

The Superintendent or designee shall explore available funding sources that may be used to support CTE programs. The Board shall review and approve all district plans and applications for the use of district, state, and/or federal funds supporting CTE.

CSBA NOTE: State model curriculum standards for CTE for grades 7-12 integrate the state's academic content standards with industry-specific knowledge and skills in 58 career pathways organized into 15 industry sectors: agriculture and natural resources; arts, media, and entertainment; building trades and construction; education, child development, and family services; energy and utilities; engineering and design; fashion and interior design; finance and business; health science and medical technology; hospitality, tourism, and recreation; information technology; manufacturing and product development; marketing, sales, and service; public services; and transportation. The state's curriculum framework for

CTE provides guidance in implementing the state content standards. Any district that adopts a course of study that meets or exceeds the state model curriculum standards will be deemed to have satisfied the requirement of Education Code 51228 that the district offer students in grades 7-12 the opportunity to attain entry-level employment skills in business or industry upon high school graduation; see BP 6143 - Courses of Study.

The Board shall adopt district standards for CTE which meet or exceed the state's model content standards and describe the essential knowledge and skills that students enrolled in these courses are expected to master. The course curriculum shall be aligned with district-adopted standards and the state's curriculum framework.

CSBA NOTE: Pursuant to Education Code 52376, the following two paragraphs are mandated for districts that accept funds for the purpose of developing and implementing, in consultation with the ROC/P and community college serving the geographic area of the district, a CTE program for high school students.

At least every three years, the Board shall compare the district's curriculum, course content, and course sequence of CTE with the model state curriculum standards. (Education Code 52376)

CSBA NOTE: Education Code 52376 requires districts to determine the extent to which their CTE courses may offer an alternative means for completing course requirements for high school graduation. ~~In addition, Education Code 51225.3, as amended by AB 101 (Ch. 661, Statutes of 2021), no longer authorizes the Board to include a course in CTE to serve as an alternative to the visual or performing arts or foreign world language course requirement for high school graduation. However, if a student completed a CTE course prior to July 1, 2022 that met the requirements of Education Code 51225.3, such course will fulfill the visual or performing arts or world language graduation requirement;~~ see BP 6146.1 - High School Graduation Requirements.

The Superintendent or designee shall systematically review the district's CTE courses to determine the degree to which each course may offer an alternative means for completing and receiving credit for specific portions of the course of study prescribed by the district for high school graduation. ~~The Board~~ CTE courses approved for these purposes shall ~~ensure that these classes are~~ be equivalent in content and rigor to the courses prescribed for graduation. (Education Code 52376)

CSBA NOTE: Education Code 51760.1 authorizes districts, county offices of education, ROC/Ps, and partnership academies to provide work-based learning opportunities which may include, but are not limited to, work experience education as defined in Education Code 51764, community classrooms or cooperative CTE programs as defined in Education Code 52372.1, and job shadowing as defined in Education Code 51769; see BP/AR 6178.1 - Work-Based Learning. In addition, although not specified in state law, other examples of work-based learning opportunities cited in the CDE's publication "Multiple Pathways to Student Success: Envisioning the New California High School," include student internships/field study, apprenticeships, service learning, work in social/civic enterprises or school-based enterprises such as student stores, and technology-based or other simulated work experiences.

The Superintendent or designee shall develop partnerships with local businesses and industries to ensure that course sequences, career technical and integrated curriculum, classroom instruction and projects, and assessments have real-world relevance and reflect labor market needs and priorities. ~~He/she~~ The Superintendent or designee shall also work to develop connections with businesses, postsecondary institutions, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities.

The Superintendent or designee shall collaborate with postsecondary institutions to ensure that the district's program is articulated with postsecondary programs in order to provide a sequential course of study. Articulation opportunities may include dual or concurrent enrollment in community college courses.

CSBA NOTE: Education Code 8070 requires the Board to appoint a CTE advisory committee composed of representatives from specified groups, as detailed below. During the Federal Program Monitoring process, CDE staff will review whether the district has appointed such a committee.

In addition, pursuant to 20 USC 2354, ~~as amended by P.L. 115-224~~, districts that receive Perkins V funding are required to involve specified stakeholders in conducting a needs assessment and developing the district application, and on a continuing basis thereafter. One way to accomplish this is to include such stakeholders on the CTE advisory committee. Other programs may have similar requirements for stakeholder involvement. The following paragraph may be revised to reflect requirements applicable to programs offered by the district.

The Board shall appoint a CTE advisory committee to develop recommendations on the district's CTE program and to serve as a liaison between the district and potential employers. The committee shall consist of at least one student, teacher, business representative, industry representative, school administrator, member of the general public knowledgeable about the disadvantaged, and representative of the field office of the California Employment Development Department. (Education Code 8070)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Among the criteria for admission to the University of California (UC) or California State University (CSU) system is a requirement that high school students satisfactorily complete 15 units of specified courses ("~~a-g~~A-G" courses). These include a growing number of CTE courses that connect knowledge of academic content with practical or work-related applications. Education Code 51229 requires that districts annually provide parents/guardians of students in grades 9-12 with (1) a brief explanation of the ~~a-g~~A-G course requirements; (2) a list of UC and CSU web sites that provide related information and a list of certified ~~a-g~~A-G courses; (3) a brief description of CTE, as defined by CDE; (4) the Internet address for the portion of ~~the CDE~~CDE's web site where students can learn more about CTE; and (5) information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or to enroll in CTE courses. See AR 6143 - Courses of Study and E ~~5145.6~~ - ~~Parental Notifications~~.

~~In addition, districts that include a course in CTE as an alternative to the visual or performing arts or foreign language course requirement for high school graduation, as authorized by Education Code 51225.3, are required by Education Code 48980 to provide a list of CTE courses offered by the district that satisfy the a-g course requirements for college admission and to specify which requirements they satisfy. Districts that do not allow this alternative graduation requirement should modify the following paragraph accordingly: (1) 5145.6 - Parental Notifications.~~

The Superintendent or designee shall inform all secondary students and their parents/guardians about the CTE experiences available in the district, CTE courses that satisfy college admission criteria, and, if applicable, CTE courses that satisfy high school graduation requirements. In addition, secondary students shall receive individualized academic counseling which provides information about academic and CTE opportunities related to the student's career goals.

CSBA NOTE: Pursuant to 34 CFR 100 (Appendix B), the notice specified below may be made in local newspapers, publications or media reaching target populations, or by other means and should include a brief summary of program offerings, admission criteria, and the name and contact information of the person designated to coordinate Title IX and Section 504 compliance activity. If the population within the district contains a community of persons with limited English language skills, the notification must be disseminated in the languages of the community. See BP 5145.6 - Parental Notifications for state requirements pertaining to the translation of parental notifications.

Prior to the beginning of each school year, the Superintendent or designee shall advise students, parents/guardians, employees, and the general public that all CTE opportunities are offered without regard to any actual or perceived characteristic protected from discrimination by law. The notification shall be disseminated in languages other than English as needed and shall state that the district will take

steps to ensure that the lack of English language skills will not be a barrier to admission and participation in the district's CTE program. (20 USC 2354; 34 CFR 100 Appendix B, 104.8, 106.9)

CSBA NOTE: Pursuant to Labor Code 3074.2, as added by AB 643 (Ch. 324, Statutes of 2021), districts are encouraged to provide students with opportunities to explore, make career choices, and seek appropriate instruction and training to support those choices, by hosting locally focused apprenticeship and/or career technical education fair events, such as college and career fairs.

The Superintendent or designee shall collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities through college and/or career fairs.

CSBA NOTE: Labor Code 3074.2, as added by AB 643, requires any district planning to hold a college or career fair to identify approved apprenticeship programs in the county and notify such programs that they are hosting a college or career fair. To identify approved programs the district is required to rely on the Division of Apprenticeship Standards' database of approved apprenticeship programs, located on its web site.

When planning to hold a college or career fair, the Superintendent or designee shall notify each apprenticeship program in the county. The notification shall include the planned date, time and location of the college or career fair. (Labor Code 3074.2)

CSBA NOTE: Teachers of technical, trade, or vocational courses must possess a single subject credential or a designated subjects credential issued by the Commission on Teacher Credentialing which authorizes teaching CTE courses. The designated subjects CTE credential is available in 15 subjects which reflect the 15 industry sectors identified in the state's model curriculum standards; see AR 4112.2 - Certification. In order to obtain the preliminary designated subjects credential, teachers must have at least three years of work experience directly related to each industry sector specified on the credential.

The Superintendent or designee shall ensure that teachers of CTE courses possess the qualifications and credentials necessary to teach their assigned courses. ~~He/she~~ The Superintendent or designee shall also provide teachers and administrators with professional development designed to enhance their knowledge of standards-aligned CTE and shall provide opportunities for CTE teachers to collaborate with teachers of academic courses in the development and implementation of integrated curriculum models.

The Superintendent or designee shall provide counselors and other guidance personnel with professional development that includes, but is not limited to, information about current workforce needs and trends, requirements of the district's CTE program, work-based learning opportunities, and postsecondary education and employment options following high school.

CSBA NOTE: The following paragraph is optional. Education Code 17078.72 provides funding for improving and expanding CTE programs through construction of new facilities, remodeling of existing facilities, and/or purchase of equipment.

The Superintendent or designee shall regularly assess district needs for facilities, technologies, and equipment to increase students' access to the district's CTE program.

CSBA NOTE: The following paragraph may be revised to reflect requirements applicable to programs offered by the district. Pursuant to Education Code 52060, the district must annually review its progress toward the goals identified in its local control and accountability plan, including, when applicable, measures of student achievement such as the percentage of students who have successfully completed courses that satisfy the requirements for CTE sequences or programs of study that align with state CTE standards and frameworks. The California School Dashboard provides a tool to assist in evaluation of district and school performance and includes measures of CTE pathway completion within the college/career readiness indicator.

In addition, each district receiving Perkins V funding must evaluate its progress in achieving specific performance levels on core indicators as detailed in the state plan and 20 USC 2323, as amended by P.L. 115-224. Pursuant to 20 USC 2343, if the district falls below 90 percent on any of these targets, the district will be required to develop and implement an improvement plan.

The Superintendent or designee shall annually report to the Board achievement data on participating students, including, but not limited to, the percentage of participating students who successfully complete CTE programs, their performance on state and district academic achievement tests, and graduation ~~rate~~ rates. Data shall be disaggregated by program and various student subgroups. Based on such data, the Board shall determine the need for program improvements and update the goals in the district's local control and accountability plan as necessary.

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State	Description
5 CCR 10070-10075	Work experience education
5 CCR 10080-10092	Community classrooms
5 CCR 10100-10111	Cooperative vocational education
5 CCR 11500-11508	Regional occupational centers and programs
5 CCR 11535-11538	Career technical education contracts with private postsecondary schools
5 CCR 11610-11611	Regional adult and vocational education councils
5 CCR 1635	Credit for work experience education
5 CCR 3051.14	Specially designed career technical education for students with disabilities
8 CCR 200-240	Apprenticeships
Ed. Code 1205	Classification of counties
Ed. Code 17078.70-17078.72	Career technical education facilities
Ed. Code 33430-33432	Health science and medical technology grants
Ed. Code 35168	Inventory of equipment
Ed. Code 41540-41544	Targeted instructional improvement block grant

Ed. Code 44257.3	CTC recognition of study in linked learning teaching methods
Ed. Code 44260-44260.1	Designated subjects career technical education credential
Ed. Code 44260.9	Designated subjects career technical education credential
Ed. Code 48430	Continuation education schools and classes
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 51220-51230	Course of study for grades 7-12
Ed. Code 51760-51769.5	Work experience education
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52300-52499.66	Career technical education
Ed. Code 52519-52520	Adult education; occupational training
Ed. Code 53010-53016	California Career Pathways Trust
Ed. Code 53020-53025	Golden State Pathways Program
Ed. Code 53070-53076.4	The California Career Technical Education Incentive Grant Program
Ed. Code 53086	California Career Resource Network
Ed. Code 54690-54699.1	California Partnership Academies
Ed. Code 54750-54760	California Partnership Academies; green technology and goods movement occupations
Ed. Code 56363	Related services for students with disabilities; specially designed career technical education
Ed. Code 66205.5-66205.9	Approval of career technical education courses for admission to California colleges
Ed. Code 8006-8155	Career technical education
Ed. Code 88500-88551	Community college economic and workforce development program
Gov. Code 54950-54963	The Ralph M. Brown Act
Lab. Code 3070-3099.5	Apprenticeships
Lab. Code 3110-3112.1	Apprenticeship Innovation Funding Program
Labor Code 3120-3122.4	Youth Apprenticeship
Federal	Description
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6301-6578	Improving the Academic Achievement of the Disadvantaged
34 CFR 100	Appendix B Guidelines for eliminating discrimination in career technical education programs
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex; effectuating Title IX
Management Resources	Description

California Department of Education Publication	California Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, January 2013
California Department of Education Publication	Career Technical Education Framework for California Public Schools, Grades Seven Through Twelve, January 2007
California Department of Education Publication	Multiple Pathways to Student Success: Envisioning the New California High School, 2010
CSBA Publication	The Linked Learning Approach to High School Reform, Governance Brief, January 2014
CSBA Publication	A Governance Perspective: Interviews with School Board Members from the Nine Linked Learning Initiative School Districts, March 2014
Website	Association for Career and Technical Education
Website	California Association of Regional Occupational Centers and Programs
Website	U.S. Department of Education, Office of Vocational and Adult Education
Website	U.S. Department of Labor, Bureau of Labor Statistics
Website	California Department of Education, Career Technical Education
Website	California Department of Employment Development
Website	California Workforce Development Board
Website	California Department of Industrial Relations
Website	University of California, A-G Course Submissions
Website	California Career Resource Network
Website	California Department of Industrial Relations
Website	University of California, a-g Course Submissions
Website	Commission on Teacher Credentialing
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan

0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1700	Relations Between Private Industry And The Schools
3230	Federal Grant Funds
3230	Federal Grant Funds
3440	Inventories
3512	Equipment
3512-E(1)	Equipment
4112.2	Certification
4112.2	Certification
4131	Staff Development
4331	Staff Development
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.2	Work Permits
5113.2	Work Permits
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5145.6-E PDF(1)	Parental Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6112	School Day
6112	School Day
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.4	International Baccalaureate Program
6143	Courses Of Study

6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
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
6146.2-E PDF(1)	Certificate Of Proficiency/High School Equivalency
6159	Individualized Education Program
6159	Individualized Education Program
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6178.1	Work-Based Learning

6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
6200	Adult Education
6200	Adult Education
7110	Facilities Master Plan

Policy 6200: Adult Education

Status: ADOPTED

Original Adopted Date: 06/01/1997 | **Last Revised Date:** ~~05/09/01/2016~~ 2022 | **Last Reviewed Date:** ~~05/09/01/2016~~ 2022

CSBA NOTE: The following ~~Board~~ policy is for use by any high school district or unified school district that maintains an adult education school or program or that participates in a program offered by the county office of education.

Education Code 84900-84920, as added by AB 104 (Ch. 13, Statutes of 2015), establish the Adult Education ~~Block Grant~~ Program to provide adult education services through a regional consortium of school districts, county offices of education, community college districts, and joint powers authorities consisting of those entities. Other funding for adult education may be available through local control funding formula apportionments, California Work Opportunity and Responsibility to Kids (CalWORKs) funds for education and job training (Welfare and Institutions Code 11320-11329.5), the federal Workforce Innovation and Opportunity Act (29 USC 3101-3255), Adult Education and Literacy Act (29 USC 3271-3333), and/or ~~Carl D. Perkins~~ Strengthening Career and Technical Education for the 21st Century Act (20 USC 2301-2414). Pursuant to Education Code 41976, as amended by AB 486 (Ch. 666, Statutes of 2021), funds allocated through the Adult Education Program may only be used in accordance with law and as specified in the accompanying administrative regulation. The district may revise the following policy to reflect requirements of the program(s) it offers.

The Governing Board believes that education is a lifelong ~~process~~ endeavor and that it is important for individuals to continuously develop new skills necessary to participate effectively as citizens, workers, parents/guardians, and family and community members. Eligible adults shall be offered opportunities to enroll in programs and courses that develop academic and workforce skills and, as appropriate, lead to completion of requirements for high school graduation.

~~CSBA NOTE: Option 1 below is for use by districts that maintain classes for adults as authorized by Education Code 52501. Option 2 is for use by districts whose students may participate in an adult education program administered by a county office of education in geographically isolated, sparsely populated areas as authorized by Education Code 52616.21.~~

CSBA NOTE: Education Code 51056 and 52515 require approval by the California Department of Education (CDE) of courses offered in adult education programs. See For further information regarding course approval see the accompanying administrative regulation and the CDE's Adult Education Handbook for California web site.

OPTION 1:

The Superintendent or designee shall recommend, for approval by the Board and the California Department of Education, courses to be offered through the district's adult education program.

OPTION 1 ENDS HERE

OPTION 2: The district shall participate in the adult education program administered by the county office of education. District students enrolled in this program shall be under the immediate supervision of a certificated district employee.

OPTION 2 ENDS HERE

Adult education classes may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Board. ([Education Code 52505](#))

CSBA NOTE: Classes organized primarily for adults may be taught by holders of the designated subjects adult teaching credential pursuant to Education Code 44260.2-44260.3. See the Commission on Teacher Credentialing's web site for further information and credential requirements.

The Superintendent or designee shall ensure that all teachers of adult education classes possess an appropriate credential issued by the Commission on Teacher Credentialing and have access to high-quality professional development to continuously enhance their knowledge and skills.

CSBA NOTE: Education Code 52620 permits the Governing Board to authorize an adult education student pursuing a high school diploma or a high school equivalency certificate to enroll as a special part-time student at a community college.

Upon recommendation of the administrator of the student's adult school or noncredit program of attendance, the Board may authorize an adult education student pursuing a high school diploma or a high school equivalency certificate to attend a community college during any session or term as a special part-time student. (Education Code 52620)

CSBA NOTE: Pursuant to Education Code 52508, the Board is authorized to award diplomas or certificates to adults and eligible minors enrolled in adult schools upon satisfactory completion of a prescribed course of study in an elementary school program, as long as the Board has prescribed the requirements for the awarding of any such diplomas pursuant to Education Code 52509.

The Board may award diplomas or certificates to adults and eligible minors enrolled in adult schools upon satisfactory completion of a prescribed course of study in an elementary school program. (Education Code 52508, 52509)

CSBA NOTE: Education Code 52509 mandates the Board of any district maintaining an adult school or program to prescribe requirements for the granting of a high school diploma. Courses required for a high school diploma in California are specified in Education Code 51225.3; see BP 6146.1 - High School Graduation Requirements. Students seeking their high school diploma through adult education must meet those course requirements. However, the district may waive any additional district-established high school graduation requirements. Districts that have so revised their local graduation requirements for adult education students should modify the following paragraph as appropriate.

Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.

CSBA NOTE: The following two optional paragraphs may be used by districts that select either Option 1 or 2 above and participate in the regional consortium established for purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, as added by AB 104 (Ch. 13, Statutes of 2015). The consortium is required to approve an adult education plan containing the components specified in Education Code 84906 at least once every three years and to update the plan at least once each year based on available data.

Funds allocated through this block grant may be used in accordance with Education Code 84913, including to provide support for adult education programs related to elementary and secondary basic

skills, entry or reentry into the workforce, career technical education, pre-apprenticeship training, knowledge and skills to assist K-12 students to succeed academically, and programs for immigrants and adults with disabilities. See the accompanying administrative regulation.

CSBA NOTE: Pursuant to Education Code 52511, a district may contract with another district to provide adult education instruction in any of the situations specified in the following paragraph.

If the district has an adult school or classes for adults but is unable to maintain such school or classes because of an inability to secure a teacher(s) or because of a lack of facilities, the district may, with the approval of the County Superintendent of Schools and the Superintendent of Public Instruction, contract with another district for the instruction of such students. (Education Code 52511)

CSBA NOTE: The following two optional paragraphs may be used by districts that participate in the regional consortium established for purposes of the Adult Education Program pursuant to Education Code 84900-84920. Education Code 84906 requires the consortium to approve a three-year adult education plan that addresses a three-year fiscal planning cycle, and fulfills the components specified in Education Code 84906. The plan is required to be updated at least once each year based on available data.

To ensure efficient and coordinated adult education services, the district shall collaborate with other local educational agencies and the community college district in the region's may join a regional adult education consortium. The district shall participate in the consortium's identification of the educational needs of adults in the region, identification of available funding and services, development and approval of an adult education plan pursuant to Education Code 84906, and implementation of strategies to address the identified needs, improve the effectiveness of district services, and improve students' transitions into postsecondary education and the workforce.

The district's representative to the region's regional adult education consortium shall be designated by the Board. (Education Code 84905)

CSBA NOTE: The remainder of this policy is for use by districts selecting Option 1 above, but may be adapted for use by districts selecting Option 2.

Classes organized primarily for adults may be taught by holders of the designated subjects adult teaching credential pursuant to Education Code 44260.2-44260.3. See the Commission on Teacher Credentialing's web site for further information and credential requirements. CSBA NOTE: The following paragraph may be revised to reflect indicators of program effectiveness identified by the district and/or adult education regional consortium in which the district participates. Education Code 84920 requires the Superintendent of Public Instruction and California Community College Chancellor (CCCC) to identify common measures for determining consortium members effectiveness in meeting the educational needs of adults, which is provided for in CDE's and CCCC's, "Adult Education Block Grant (AEBG) Measures of Effectiveness". In addition, for districts participating in the federal Adult Education and Family Literacy Act, CDE requires the use of the Comprehensive Adult Student Assessment Systems (CASAS), a set of standardized assessment instruments developed by the nonprofit organization CASAS, to track the progress of adult students.

(Education Code 52505, 52513)

CSBA NOTE: If the district's adult school or program offers a course in elementary subjects appropriate to the needs of adults, as authorized by Education Code 52516 and 84913, the Board is mandated

pursuant to Education Code 52510 to prescribe requirements for eighth-grade graduation. Items #1-2 below should be revised to reflect district practice.

A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of both of the following:

- 1.—At least one term in the adult elementary program
- 2.—Overall eighth grade placement on a recognized standardized achievement test

CSBA NOTE: Education Code 52509 mandates the Board of any district maintaining an adult school or program to prescribe requirements for the granting of a high school diploma. Courses required for a high school diploma in California are specified in Education Code 51225.3; see BP 6146.1 - High School Graduation Requirements. Students seeking their high school diploma through adult education must meet those course requirements. However, the district may waive any high school graduation requirements established by the district. Districts that have so revised their local graduation requirements for adult education students should modify the following paragraph as appropriate.

CSBA NOTE: The following paragraph may be revised to reflect indicators of program effectiveness identified by the district and/or adult education regional consortium in which the district participates. Education Code 84920, as added by AB 104 (Ch. 13, Statutes of 2015), requires the Superintendent of Public Instruction and California Community College Chancellor to identify common measures for determining the effectiveness of school districts and other consortium members in meeting the educational needs of adults. In addition, for districts participating in the federal Adult Education and Family Literacy Act, the CDE requires the use of the Comprehensive Adult Student Assessment Systems (CASAS), a set of standardized assessment instruments developed by the nonprofit organization CASAS, to track the progress of adult students.

The Superintendent or designee shall regularly report to the Board on the effectiveness of the district's adult education program. This report shall include, but not be limited to, the number of adults and high school students participating in the program, student participation in each type of adult education course or class, and the extent to which students successfully completed these programs, including, as applicable, the completion of requirements for the high school diploma or certificate of equivalency.

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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 10501	Adult education; definition of adult for attendance counting
5 CCR 10508	Records and reports
5 CCR 10530	Counseling and guidance services
5 CCR 10530-10534 10560	Standards of administration
5 CCR 53412	Minimum qualifications for instructors of noncredit courses

5 CCR 80034	Teaching credentials; adult education
5 CCR 80034.5	Adult education; substitute teachers
5 CCR 80036-80036.4	Requirements for designated subjects adult education credential
5 CCR 80040.2-80040.2.7	Programs of personalized preparation for the designated subjects adult education teaching credentialing
Ed. Code 10200	CalWORKs education and job training plan CalWORKs instructional and job training plan
Ed. Code 41975-41976.2 1	Adult education; authorized classes and courses
Ed. Code 44260.2-44260.3	Credential requirements; designated subjects adult education credential
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46190-46192 46191	Adult education classes, day of attendance Attendance for adults in correctional facilities
Ed. Code 46300.1-46300.4 2	Independent study
Ed. Code 51040	Prescribed courses
Ed. Code 51056	Adult education course of study
Ed. Code 51225.3	High school graduation
Ed. Code 51241	Temporary, two-year or permanent exemption from physical education
Ed. Code 51246	Physical education exemptions
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes); admissions of adults and minors
Ed. Code 51745	Independent study
Ed. Code 51810-51815	Community service classes
Ed. Code 52500-52523	Adult schools
Ed. Code 52530-52531	Use of hospitals
Ed. Code 52540-52544	Adult English classes
Ed. Code 52550-52556	Classes in citizenship
Ed. Code 52570-52572	Disabled adults
Ed. Code 52620	Attendance at community college as special part-time student
Ed. Code 52610-52616.24 18	Adult schools; finances
Ed. Code 52651-52656	Immigrant Workforce Preparation Act
Ed. Code 60410	Books for adult classes
Ed. Code 84830	Adult education consortium

Ed. Code 84900-84920	Adult Education Block Grant Program
Ed. Code 8500-8538	Adult education
W&I Code 11320-11329.5	CalWORKs, including: education and job training
Federal	Description
20 USC 2301-2415 2414	Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act
29 USC 3101-3255	Workforce Innovation and Opportunity Act
29 USC 3271-3333	Adult Education and Family Literacy Act
Management Resources	Description
California Department of Education Publication	Adult Education Handbook for California, 2005 Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
California Department of Education and California Community College Chancellor Office Publication	Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013 Adult Education Block Grant (AEBG) Measures of Effectiveness
Website	California Department of Education, Adult Education
Website	California Department of Industrial Relations, Division of Apprenticeship Standards
Website	Comprehensive Adult Student Assessment Systems
Website	California Council for Adult Education
Website	Commission on Teacher Credentialing

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3260	Fees And Charges
3260	Fees And Charges
3541	Transportation Routes And Services
4112.2	Certification

4112.2	Certification
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes
6142.7 <u>6145.6</u>	Physical Education And Activity <u>International Exchange (BP and AR)</u>
6142.7 <u>6146.1</u>	Physical Education And Activity <u>High School Graduation Requirements</u>
6146.1	High School Graduation Requirements
6146.1 <u>2</u>	High School Graduation Requirements <u>Certificate of Proficiency/High School Equivalency (BP and AR)</u>
6146.11	Alternative Credits Toward Graduation
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF (1)	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF(1) <u>4</u>	Certificate Of Proficiency/High School Equivalency <u>Differential Graduation And Competency Standards For Students With Disabilities</u>
6146.4 <u>5</u>	Differential Graduation And Competency Standards For Students With Disabilities <u>Elementary/Middle School Graduation Requirements</u>
6158 <u>6146.5</u>	Elementary/Middle School Graduation Requirements <u>Independent Study</u>
6158	Independent Study
6164.2	Independent Study <u>Guidance/Counseling Services</u>
6172.1	Guidance/Counseling Services <u>Concurrent Enrollment in College Classes (BP and AR)</u>
6178	Career Technical Education
6178	Career Technical Education
6178.2	Regional Occupational Center/Program

6184

Continuation Education

6184

Continuation Education

9140

Board Representatives

Regulation 6200: Adult Education

Status: ADOPTED

Original Adopted Date: 06/01/1997 | Last Revised Date: ~~05/09/01/2016~~2022 | Last Reviewed Date:
~~05/09/01/2016~~2022

CSBA NOTE: The following administrative regulation may be revised for consistency with the adult education plan adopted by the regional consortium established for the Adult Education Block Grant, pursuant to Education Code 84906, as added by AB 104 (Ch. 13, Statutes of 2015). In addition, districts that participate in a county-operated adult education program (Option 2 in the accompanying Board policy) should tailor the following administrative regulation to delete references to district programs: Program, pursuant to Education Code 84906.

Enrollment

~~With the exception of programs specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies the class as being open to the general public. (Education Code 52517, 52570)~~

Enrollment

CSBA NOTE: The following paragraph may be revised to reflect programs in which the district participates:

~~For~~ For purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, adults include persons 18 years of age or older. For other adult education programs, adults include persons age 18 or older and other persons not concurrently enrolled in a regular high school program. However, high school students may be concurrently enrolled in adult education under the conditions specified in the section "Concurrent Enrollment of High School Students" below. (Education Code 52523, 52610)
(~~Education Code 52523~~)

Adults shall have first priority for enrollment in any adult education class, provided they enroll during the regular enrollment period.; ~~84901~~ (Education Code 52523)

With the exception of programs for adults with disabilities specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies attendance in the class as being open to the general public. (Education Code 52517, 52570)

Concurrent Enrollment of High School Students

High school students shall may be permitted to enroll in an adult education program, course, or class for sound educational purposes, including, but not limited to, the following: (Education Code 52523)

1. The adult education program, course, or class is not offered in the regular high school curriculum.
2. The student needs the adult education program, course, or class in order to make up deficient credits for graduation from high school.
3. The adult education program, course, or class allows the student to gain vocational and technical skills beyond that provided by the regular high school's ~~career~~vocational and technical education

program.

4. The adult education program, course, or class supplements and enriches the high school student's educational experience.

CSBA NOTE: The following paragraph is optional.

High school students are expected to enroll in regular high school classes before seeking admission to any similar classes offered in the adult education program. A failed course, however, may be repeated through adult education.

Before enrolling in an adult education class, the high school student shall complete a counseling session that includes ~~his/her~~ the student, the student's parent/guardian, and a certificated representative of the high school. The certificated high school representative shall ensure that the student's school record includes written documentation of the counseling session and both of the following statements: (Education Code 52500.1, 52523)

1. That the student is enrolling voluntarily in the adult education course or class
2. That ~~this~~ the enrollment will enhance the student's progress toward meeting educational requirements for high school graduation

CSBA NOTE: The following paragraph is optional. Education Code 52500.1 does not require that the above statement be signed. However, obtaining the signature of all parties is one way to document the student's voluntary participation in the program and the high school representative's determination that the program will enhance the student's progress toward graduation.

The above statement shall be signed by the student, the student's parent/guardian, and the certificated high school representative.

Classes offered in the district's adult education program shall supplement and not supplant the regular high school curriculum. No course required by the district for high school graduation or necessary for students to maintain satisfactory academic progress shall be offered exclusively through the adult education program. (Education Code 52523)

Programs and Courses

CSBA NOTE: The following list should be revised to reflect the types of adult education programs offered by the district. Education Code ~~84913~~ 41976, as ~~added~~ amended by AB ~~104~~ 486 (Ch. ~~13666~~, Statutes of ~~2015~~ 2022), authorizes the use of Adult Education ~~Block Grant~~ Program funds to support the programs listed in ~~items~~ Items #1-7 below. ~~Education Code 41976, as amended by AB 104, authorizes the use of local~~ Local control funding formula (LCFF) and/or other district funds may be used for many of these same purposes; ~~as well as the purposes listed in items #8-12 below.~~

~~Adult~~ The district's adult education ~~classes or courses~~ program shall offer instruction in one or more of the following: areas: (Education Code 41976; ~~84913~~)

1. Programs in secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate

CSBA NOTE: Education Code 52550-52556 set conditions for 52555 require establishing citizenship programs in high school districts when 25 or more persons residing in the district apply for such training, and permit such classes upon demand when there are a lesser number of applicants. Pursuant to Education Code 41976, as amended by AB 486, the course may include immigrant integration.

2. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation , and immigrant integration
3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce
4. Programs for adults, including, but not limited to, older adults, Programs that are primarily designed to develop knowledge and skills to assist [REDACTED] secondary students to succeed academically in school
5. Programs for adults with disabilities
6. Short-term career technical education programs with high employment potential
7. Programs offering pre-apprenticeship training activities in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.

CSBA NOTE: Education Code 84913, as added by AB 104 (Ch. 13, Statutes of 2015), authorizes the use of Adult Education Block Grant funds to support pre-apprenticeship training activities, as provided in item #7 below. Pre-apprenticeship training activities must be conducted in coordination with apprenticeship programs approved by the California Department of Industrial Relations' Division of Apprenticeship Standards for the occupation and geographic area. CSBA NOTE: Education Code 52540 sets conditions for establishing English as a second language classes in high school districts when 20 or more adults residing in the district apply for such classes.

7. ~~Programs offering pre-apprenticeship training activities in coordination with one or more approved apprenticeship programs~~

The district may also offer programs in parenting, family and consumer awareness, English as a second language, classes for older adults, home economics, and health and safety education. Such programs shall not be paid for with Adult Education Program Funds.

CSBA NOTE: The types of programs listed in optional items #8-12 below are not authorized uses of the Adult Education Block Grant. However, Education Code 41976 authorizes the use of other district funds for these purposes, as well as the purposes listed in items #1-2 and #5-7 above. CSBA NOTE: Pursuant to Education Code 51056 and 52515, adult education courses must be approved by the California Department of Education (CDE). According to CDE's website, within 20 working days of receiving a request, CDE will provide electronic certification of course approval. Authorized courses are listed in the Adult Education Course Approval System (A-22) on CDE's web site.

8. ~~Programs in parenting, including parent cooperative preschools, and classes in child growth and development, parent-child relationships, and parenting~~

CSBA NOTE: Education Code 52540-52544 set conditions for establishing English as a second language classes in high school districts when 20 or more adults residing in the district apply for such classes.

9. English as a second language

10. Programs for older adults

11. Home economics

12. Health and safety education

CSBA NOTE: Pursuant to Education Code 51056 and 52515, adult education courses must be approved by the CDE. According to the CDE's Adult Education Handbook for California, districts must annually submit a list of course titles to the CDE for approval. Authorized courses are listed in the Adult Education Course Approval System (A-22) on the CDE's web site.

The Superintendent or designee shall ~~annually~~ regularly submit to the California Department of Education for approval the titles of classes that have been approved by the Governing Board to be offered in any of the program areas listed above.

All adult education programs, courses, and classes and their enrollment period shall be published in the district's catalog of adult education classes provided to the public. (Education Code 52523)

Independent Study

The Superintendent or designee may make independent study available as an instructional strategy for students enrolled in adult education as appropriate to meet their individual needs.

Participation in independent study shall be voluntary. (Education Code 51747)

Any course taken through independent study shall be a course listed in Education Code 51225.3 or otherwise required by the Board for high school graduation. (Education Code 46300.4)

An adult who has been continuously enrolled in K-12 education since his/her 18th birthday may remain engaged in K-12 independent study until his/her 21st birthday. (Education Code 46300.1) Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747)

Fees

CSBA NOTE: Education Code 52612-52613 authorize the district to charge fees for adult education classes, with certain exceptions. The total of these fees plus revenues derived from ADA average daily attendance must not exceed the estimated cost of all such classes. The following section should be revised to reflect district practice.

~~No fee~~The district may require fees for enrollment in an adult education class. However, no fees shall be charged for the following adult education programs or classes: (Education Code 52612, 52613)

1. A class for which high school credit is granted, if the class is taken by an individual who does not hold a high school diploma.
2. A class in an elementary subject or a class in English as a second language or citizenship, unless the student is a nonimmigrant alien with an F-1 visa status. Any nonimmigrant enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged.

CSBA NOTE: The following paragraph is optional.

Except for those fees required by law, the payment of fees may be waived in cases of hardship at the recommendation of the Superintendent or designee.

The Board may fix a charge, not to exceed cost, for books furnished to adult education students. In ~~some cases~~lieu of fixing such charge, books/Chromebooks ~~may be obtained from the district at cost or~~ may be obtained on loan loaned to students with the payment of a refundable deposit. In addition, ~~materials purchased~~ from the incidental expense account may be sold to adult school students for use in their classes. (Education Code 52615, 60410)

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Policy Reference Disclaimer:

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State	Description
5 CCR 10501	Adult education
5 CCR 10508	Records and reports
5 CCR 10530-10534	Standards
5 CCR 80034	Teaching credentials, adult education
5 CCR 80034.5	Adult education, substitute teachers
5 CCR 80036-80036.4	Requirements for designated subjects adult education credential
5 CCR 80040.2-80040.2.7	Programs of personalized preparation for the designated subjects adult education teaching credentialing
Ed. Code 10200	CalWORKs education and job training plan
Ed. Code 41975-41976.2	Adult education; authorized classes and courses
Ed. Code 44260.2-44260.3	Credential requirements, designated subjects adult education credential
Ed. Code 44865	Qualifications for home teachers

Ed. Code 46190-46192	Adult education classes, day of attendance
Ed. Code 46300.1-46300.4	Independent study
Ed. Code 51040	Prescribed courses
Ed. Code 51056	Adult education course of study
Ed. Code 51225.3	High school graduation
Ed. Code 51241	Temporary, two-year or permanent exemption from physical education
Ed. Code 51246	Physical education exemptions
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes)
Ed. Code 51745	Independent study
Ed. Code 51810-51815	Community service classes
Ed. Code 52500-52523	Adult schools
Ed. Code 52530-52531	Use of hospitals
Ed. Code 52540-52544	Adult English classes
Ed. Code 52550-52556	Classes in citizenship
Ed. Code 52570-52572	Disabled adults
Ed. Code 52610-52616.24	Adult schools, finances
Ed. Code 52651-52656	Immigrant Workforce Preparation Act
Ed. Code 60410	Books for adult classes
Ed. Code 84830	Adult education consortium
Ed. Code 84900-84920	Adult Education Block Grant
Ed. Code 8500-8538	Adult education
W&I Code 11320-11329.5	CalWORKs, including education and job training

Federal

20 USC 2301-2415	Description Carl D. Perkins Career and Technical Education Act
29 USC 3101-3255	Workforce Innovation and Opportunity Act
29 USC 3271-3333	Adult Education and Family Literacy Act

Management Resources

California Department of Education Publication	Description Adult Education Handbook for California, 2005
California Department of Education Publication	Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013
Website	California Department of Education, Adult Education
Website	California Department of Industrial Relations, Division of Apprenticeship Standards

Website	Comprehensive Adult Student Assessment Systems
Website	California Council for Adult Education
Website	Commission on Teacher Credentialing

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3260	Fees And Charges
3260	Fees And Charges
3541	Transportation Routes And Services
4112.2	Certification
4112.2	Certification
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation

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
6146.2-E PDF(1)	Certificate Of Proficiency/High School Equivalency
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6146.5	Elementary/Middle School Graduation Requirements
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6178	Career Technical Education
6178	Career Technical Education
6178.2	Regional Occupational Center/Program
6184	Continuation Education
6184	Continuation Education
9140	Board Representatives

Policy 7110: Facilities Master Plan

Status: ADOPTED

Original Adopted Date: 02/01/1996 | **Last Revised Date:** ~~03/09/01/2012~~2022 | **Last Reviewed Date:**
~~03/09/01/2012~~2022

CSBA NOTE: The following optional policy may be revised to reflect district practice. Pursuant to the School Facility Program (Education Code 17070.10-17079.30), the State Allocation Board (SAB) and Office of Public School Construction administer state funding programs for new construction, modernization, career technical education facilities, charter school facilities, critically overcrowded school facilities, facility hardships, seismic mitigation, high performance incentives (environmentally efficient schools), joint use programs, labor compliance, overcrowding relief, emergency repairs, and deferred maintenance.

For additional information about the facilities master planning process, see CSBA's fact sheet ["Facilities Master Planning"](#). In addition, CSBA's Facilities Planning program provides assistance with enrollment projections and/or the development of facilities master plans.

Although not required by law, the California Department of Education's (CDE) publication ["Educational Specifications: Linking Design of School Facilities to Educational Program"](#) recommends that the district's facilities master plan be adopted by formal resolution of the Governing Board.

The Governing Board recognizes the importance of long-range planning for school facilities in order to address changes in student enrollment, [teacher housing needs](#), and in the district's educational program ~~needs~~. The Superintendent or designee shall develop, for Board approval, a master plan for district facilities which describes the district's anticipated short- and long-term facilities needs and priorities.

Plan Development

The district's facilities master plan shall be based on an assessment of the condition and adequacy of existing facilities, a projection of future enrollments, and alignment of facilities with the district's vision for the instructional program.

To solicit broad input into the planning process, the Superintendent or designee may establish a facilities advisory committee consisting of staff, parents/guardians, and business, local government, and other community representatives. ~~He/she~~ also [The Superintendent or designee](#) shall ensure that the public is informed of the need for construction and modernization of facilities and of the district's plans for facilities.

At least 45 days prior to completion of any facilities plan that relates to the potential expansion of existing school sites or the necessity to acquire additional school sites, the Superintendent or designee shall notify and provide copies of the plan or any relevant and available information to the planning commission or agency of the city or county with land use jurisdiction within the district. (Government Code 65352.2)

If the city or county commission or agency requests a meeting, the Superintendent or designee shall meet with the commission or agency within 15 days following the notification. Items that the parties may discuss at the meeting include, but are not limited to, methods of coordinating planning with proposed revitalization efforts and recreation and park programs, options for new school sites, methods of maximizing the safety of persons traveling to and from the site, and opportunities for financial assistance. (Government Code 65352.2)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. In its "Public School Construction Cost Reduction Guidelines, ~~the~~" SAB recommends that facilities master plans be reevaluated whenever a new construction project is initiated or at intervals not exceeding five years.

The master plan shall be regularly reviewed and updated as necessary to reflect changes in the educational program, existing facilities, finances, or demographic data.

Plan Components

CSBA NOTE: The CDE's publication, "Educational Specifications: Linking Design of School Facilities to Educational Program (Appendix 1)," recommends components that should be addressed in the facilities master plan. Items #1-8 below are optional and may be revised to reflect district practice.

The facilities master plan shall include:

1. A statement of purpose, including district goals, philosophy, and related policies
2. A description of the planning process
3. Demographics of the community, such as economic trends, migration patterns, employment base, residential base, socioeconomic makeup, historical school enrollments, and inventory of physical resources and needs
4. A description of the educational program, such as grade-level organization, class size, staffing patterns, technology plans, special programs and support services, and other educational specifications
5. Analysis of the safety, adequacy, and equity of existing facilities and potential for expansion, including the adequacy of classrooms, school cafeterias and food preparation areas, physical activity areas, playgrounds, parking areas, and other school grounds
6. Site selection criteria and process
7. Development of a capital planning budget and identification of potential funding sources
8. Policy for reviewing and updating the plan

Planning shall ensure that school facilities meet the following minimum standards: (5 CCR 14001)

1. Are aligned with the district's educational goals and objectives
2. Provide for maximum site enrollment at school facilities
3. Are located on a site that meets California Department of Education standards as specified in 5 CCR 14010
4. Are designed for the environmental comfort and work efficiency of the occupants
5. Are designed to require a practical minimum of maintenance
6. Are designed to meet federal, state, and local statutory requirements for structure, fire, and public safety
7. Are designed and engineered with flexibility to accommodate future need

CSBA NOTE: 5 CCR 14030 delineates detailed standards for developing plans for the design and construction of school facilities. All school districts must comply with these standards, whether a project

is state funded or locally funded. Other legal requirements for facilities plans, including Education Code 16011, 16322, and 17251, vary depending on the funding source and type of project.

Pursuant to the Americans with Disabilities Act (ADA) (42 USC 12101-12213) and 28 CFR 35.150 and 35.151, district facilities must be accessible to and usable by individuals with disabilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective and the district can demonstrate that the structural change would result in a fundamental alteration in the nature of the activity or an undue financial or administrative burden. However, ~~starting March 15, 2012,~~ all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs pursuant to 28 CFR 35.151, ~~as amended by 75 Fed. Reg. 178.~~ CSBA's ADA Compliance Program offers a variety of accessibility services including, but not limited to, facilities inspections and planning to transition facilities into full ADA compliance.

California Green Building Standards Code, Title 24 CCR 101 et seq. ("CalGreen, Part 11 of the California Code of Regulations, ("CALGreen") establishes both mandatory requirements and voluntary standards for "green" building, which apply to all new construction and are applicable to K-12 schools. ~~CalGreen~~CALGreen addresses five major areas: (1) planning and design, (2) energy efficiency, (3) water efficiency, (4) material conservation and resource efficiency, and (5) indoor environmental quality.

Health and Safety Code 53570-53574, The Teacher Housing Act of 2016, authorizes districts to establish and implement programs that address the housing needs of teachers and district employees facing challenges in securing affordable housing. Pursuant to Education Code 17283.5 and Government Code 4454.5, as added by AB 306 (Ch. 49, Statutes of 2021), residential housing, defined as any building used as a personal residence by a teacher or employee of a district, with the teacher's or employee's family, is specifically exempt from obtaining approval from the Department of General Services for earthquake safety (Field Act) and access by persons with disabilities.

Plans for the design and construction of new school facilities ~~also~~ shall also meet the standards described in 5 CCR 14030, ~~green building standards pursuant to the California Green Building Standards Code, Title 24 CCR 101 et seq.,~~ Part 11 of the California Code of Regulations ("CALGreen"), the Americans with Disabilities Act (ADA) pursuant to 42 USC 12101-12213, and any other requirements applicable to the funding source and type of project.

However, plans for residential housing, which includes any building used or intended to be used by the district as a personal residence by a teacher or employee of the district, is not considered to be a "school building" and does not require approval by the Department of General Services regarding earthquake safety and/or the ADA. (Education Code 17283.5; Government Code 4454.5)

CSBA NOTE: Subject to the availability of funds, districts may apply pursuant to Education Code 17077.40-17077.45 to fund joint use projects which are part of (1) a qualifying new construction project that will either increase the size and/or create extra costs beyond that necessary for school use of the multipurpose room, gymnasium, child care facility, library, or teacher education facility; or (2) a modernization project or a stand-alone project to provide for a multipurpose room, gymnasium, child care facility, library, or teacher education facility at a school that does not have the type of facility needed or has an inadequate facility.

To facilitate the efficient use of public resources when planning for new construction or modernization of school facilities, the district may consider designs that facilitate joint use of the facility with a local governmental agency, public postsecondary institution, or nonprofit organization.

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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
2 CCR 1859-1859.199	Leroy F. Greene School Facilities Act
24 CCR 101	California Building Standards Code
5 CCR 14001	Minimum standards for school facilities
5 CCR 14010	Procedure for site acquisition
5 CCR 14030-14036	Standards, planning, and approval of school facilities
Ed. Code 16011	Long-range comprehensive master plan
Ed. Code 16322	California Department of Education services
Ed. Code 17017.5	Approval of applications for projects
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17251-17256	Powers concerning buildings and building sites
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
<u>Ed. Code 17283.5</u>	<u>School building does not include residential housing</u>
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 17405	Relocatable structures; lease requirements
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
<u>Gov. Code 4454.5</u>	<u>Approval of plans and specifications; exemption of residential housing</u>
Gov. Code 53090-53097.5	Regulation of local agencies by counties and cities
Gov. Code 65352.2	Communicating and coordinating of school sites
Gov. Code 65995.6	School facilities needs analysis
<u>H&S Code 53570-53574</u>	<u>Teacher Housing Act of 2016</u>
Federal	Description
28 CFR 35.101-35.190	Americans with Disabilities Act
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
California Department of Education Publication	Educational Specifications: Linking Design of School Facilities to Educational Program, 1997
California Department of Education Publication	Guide for the Development of a Long-Range Facilities Plan, 1986
California Department of Education Publication	Schools of the Future Report, September 2011
CSBA Publication	Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, September 2009 <u>February 2010</u>
CSBA Publication	Facilities Master Planning, Fact Sheet, November 2007

Office of Public School Construction Publication	School Facility Program Handbook, January 2019
Office of Public School Construction Publication	An A Brief Overview of the State School Facility Programs, rev. October 2011 Program, May 2016
State Allocation Board Publication	Public School Construction Cost Reduction Guidelines, 2000
Website	Department of General Services, Office of Public School Construction
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.3	Design-Build Contracts
3470	Debt Issuance And Management
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3511.1	Integrated Waste Management
3511.1	Integrated Waste Management
3514	Environmental Safety
3514	Environmental Safety

3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
5030	Student Wellness
5141.7	Sun Safety
5142	Safety
5142	Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6117	Year-Round Schedules
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.1	Library Media Centers
6178	Career Technical Education
6178	Career Technical Education
7000	Concepts And Roles
7111	Evaluating Existing Buildings
7131	Relations With Local Agencies
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7150	Site Selection And Development
7150	Site Selection And Development
7160	Charter School Facilities
7160	Charter School Facilities

7210	Facilities Financing
7212	Mello-Roos Districts
7213	School Facilities Improvement Districts
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board

Policy 7150: Site Selection And Development

Status: ADOPTED

Original Adopted Date: 02/01/1999 | **Last Revised Date:** ~~03/09/01/2002~~ 2022 | **Last Reviewed Date:** ~~03/09/01/2002~~ 2022

CSBA NOTE: Education Code 17070.10-17077.10 ~~sets~~ sets forth eligibility requirements for the receipt of state facilities funds under the Leroy F. Greene School Facilities Program Act of 1998 (Proposition 1A). As a condition for receipt of the funds, Education Code 17070.50 requires districts to obtain written approval from the California Department of Education (CDE) and certify to the State Allocation Board that the district's site selection and building plans comply with the regulations developed by the ~~department~~ CDE, pursuant to Education Code 17251(b) and (c). In addition, Education Code 17070.50 requires the district to certify that the services of an architect, a structural engineer, or other design professional has been selected using a competitive process consistent with Government Code 4526. See BP/AR 7140 - Architectural and Engineering Services.

The Governing Board believes that a school site should serve the district's educational needs in accordance with the district's master plan, as well as show potential for contributing to other community needs.

The Board recognizes the importance of community input in the site selection process. To this end, the Board will solicit community input whenever a school site is to be selected and shall provide public notice and hold public hearings in accordance with law.

The Superintendent or designee shall establish a site selection process which complies with law and ensures that the best possible sites are acquired and developed in a cost-effective manner.

CSBA NOTE: Pursuant to Education Code 17211, districts are required to ensure that property acquired for a new school or an addition to an existing school site meets standards for school site selection as specified in 5 CCR 14010-14012.

Before acquiring property for a new school or an addition to an existing school site, the Board, at a public hearing, shall either evaluate the property ~~at a public hearing~~ using state site selection standards- ~~(Education Code 17211 specified in 5 CCR 14010 or, if a district advisory committee was appointed to evaluate the property, receive the committee's report of findings based on those standards. (Education Code 17211, 17251))~~

Environmental Impact Investigation for the Site Selection Process

CSBA NOTE: Pursuant to Public Resources Code 21082, districts are mandated to adopt procedures for the evaluation of all projects (beyond just site selection) and the preparation of environmental impact reports and negative declarations required under the California Environmental Quality Act (CEQA). In order to satisfy this mandate, the district may either (1) adopt the actual CEQA guidelines, as applicable, as its own procedure; (2) adopt the county or city guidelines, (3) or develop its own procedure. In most cases, the district's environmental investigation will conclude with a simultaneous public review of both the environmental documentation and, if applicable, the Department of Toxic Substance Control (DTSC) documents.

Pursuant to Public Resources Code 21092 and 21092.2, as amended by AB 819 (Ch. 97, Statutes of 2021), when CEQA requires a draft environmental impact report, environmental impact report, negative declaration, or mitigated negative declaration (environmental review documents), the district is required

to post on its web site those environmental review documents, and public notice of the preparation and availability of such documents. The district must email specified notices when written requests for notices have been filed. See Exhibit 1113-District and School Web Sites and the accompanying administrative regulation.

The following paragraph provides for the use of CEQA guidelines for the evaluation of all projects, including site selection. Districts that have adopted the city/county guidelines or their own procedure should modify the paragraph accordingly.

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA) and shall ensure compliance with this Act ~~whenever so required.~~ including any web site posting requirements. When evaluating district projects, the CEQA guidelines shall be used.

Environmental review documents, including a draft environmental impact report, environmental impact report, negative declaration or mitigated negative declaration, and public notice of the preparation and availability of such documents, shall be posted on the district's web site. (Public Resources Code 21082.1, 21092, 21092.2)

Agricultural Land

CSBA NOTE: In 82 Ops.Cal.Atty.Gen. 130 (1999), the Attorney General opined that a district may construct a school on land designated by a county ordinance for "agricultural, open space or rural land use." However, the Board must, by a two-thirds vote pursuant to Government Code 53094, render the ordinance inapplicable to the proposed use of the property. See 9323.2 - Actions by the Board. The exemption can be blocked only by a court determination that the action was "arbitrary and capricious."

If the proposed site is in an area designated in a city, county, or city and county general plan for agricultural use and zoned for agricultural production, the Board shall determine all of the following: (Education Code 17215.5)

1. That the district has notified and consulted with the city, county, or city and county within which the prospective site is to be located
2. That the Board has evaluated the final site selection based on all factors affecting the public interest and not limited to selection on the basis of the cost of the land
3. That the district shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect students and employees at the site

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State

14 CCR 15000-15285

Description

Implementation of California Environmental Quality Act of 1970

5 CCR 14001-14036

Minimum standards California Department of Education: school facilities construction

CCP: 1263.710-1263.770	Remediation of hazardous substances on property to be acquired by school district
Ed. Code 17006	Definition of self-certifying district
Ed. Code 17024	Prior written approval of CDE for selection of school site or construction of building
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17210-17224	<u>School Sites: General provisions (school sites)</u>
Ed. Code 17240-17245	New Schools Relief Act
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17251-17256	<u>CDE Powers</u> concerning buildings and building sites
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17565-17592.5	Board duties re: management and control of school property
Ed. Code 35271	Power to acquire and construct on adjacent property
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
Gov. Code 53094	Authority to render zoning ordinances inapplicable
Gov. Code 65402	Acquisition or disposition of property
Gov. Code 65995-65997	Developer fees
Gov. Code 66455.9	Written notices of proposed public school site within development; investigation and report; conditions for acquisition
H&S Code 44360	Risk assessment
Pub. Res. Code 21000-21177	California Environmental Quality Act of 1970

Management Resources

Attorney General Opinion

Website

Website

Website

Website

Website

Description

82 Ops.Cal.Atty.Gen. 130 (1999)

Department of General Services, Office of Public School Construction

California Department of Education, School Facilities

California Department of Education, School Site Selection and Approval Guide

Department of Toxic Substances Control

Governor's Office of Planning and Research

Cross References

Code

1113

1220

Description

District and School Web Sites (BP/AR/E(1))

Citizen Advisory Committees

1220	Citizen Advisory Committees
1330.1	Joint Use Agreements
3311.2	Lease-Leaseback Contracts
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
7000	Concepts And Roles
7110	Facilities Master Plan
7131	Relations With Local Agencies
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7210	Facilities Financing
9000	Role Of The Board
9320	Meetings And Notices
9323.2	Actions By The Board
9323.2-E PDF(1)	Actions By The Board
9323.2-E PDF(2)	Actions By The Board

Regulation 7150: Site Selection And Development

Status: ADOPTED

Original Adopted Date: 11/01/2000 | **Last Revised Date:** ~~03/09/01/2006~~ 2022 | **Last Reviewed Date:** ~~03/09/01/2006~~ 2022

As part of the district's site selection process, the Superintendent or designee shall:

1. Meet with appropriate local government recreation and park authorities to review all possible methods of coordinating the planning, design, and construction of new school facilities and school sites or major additions to existing school facilities and recreation and park facilities in the community. (Education Code 35275)
2. Notify the appropriate local planning agency in writing and request its report and recommendations regarding the proposed site or proposed addition's conformity with the adopted general plan. (Government Code 65402; Public Resources Code 21151.2)
3. Have the site investigated by competent personnel with regard to population trends, transportation, water supply, waste disposal facilities, utilities, traffic hazards, surface drainage conditions, and other factors affecting initial and operating costs. This investigation shall include geological and soil engineering studies to preclude locating the school on terrain that has the potential for earthquake or other geologic hazard damage as specified in Government Code 65302. (Education Code 17212-17212.5)

CSBA NOTE: Education Code 17212.2, as added by AB 2485 (Ch. 505, Statutes of 2004), authorizes the district to request information from the following entities in order to evaluate the safety of a proposed site.

4. ~~As necessary,~~ Make a written request for information necessary or useful to assess and determine the safety of a proposed school site, or an addition to an existing school site, from a person, corporation, public utility, locally publicly owned utility, or governmental agency regarding pipelines, electric transmission and distribution lines, railroads, and storage tanks in accordance with law. (Education Code 17212.2, 17251)
5. Ensure that the site meets state standards for school site selection as specified in 5 CCR 14010-14012.

CSBA NOTE: Pursuant to Public Resources Code 21092, 21092.2, 21092.3, and 21152, as amended by AB 819 (Ch. 97, Statutes of 2021), districts are required to (1) post specified notices to the district's web site, (2) submit a notice of determination or notice of exemption with the county clerk electronically, if that option is offered by the county clerk, and (3) file an environmental notice with the Office of Planning and Research using their online process.

6. Ensure compliance with the California Environmental Quality Act (CEQA) as required by law, including posting required notices to the district web site. (Public Resources Code 21000-21177)

CSBA NOTE: AB 1358 (Ch. 229, Statutes of 2005) amended Education Code 17215 to require notification to the California Department of Education (CDE) if the district is leasing a site near an airport.

7. ~~If~~ Notify the California Department of Education in writing before acquiring title or leasing the site if the proposed site is within two miles of the air line of an airport runway or proposed runway, before acquiring title to or leasing the site, notify the California Department of Education in writing. (Education Code 17215)

CSBA NOTE: Education Code 17213 prohibits the approval of a school site within 500 feet from the freeway or other busy traffic corridor, unless the district performs an air quality analysis as specified in law.

8. ~~If~~Conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213 if the proposed site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor; ~~conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213~~ and determine that the air quality at the proposed site is such that neither short-term nor long-term exposure poses significant health risks to students. (Education Code 17213)

CSBA NOTE: Pursuant to Education Code 17213.1, ~~both~~Both a Phase I environmental assessment and a preliminary endangerment assessment, if necessary, must be conducted pursuant to Education Code 17213.1 to determine whether a release of hazardous materials has occurred, as provided in ~~item~~Item #1 below. The district must submit these documents to ~~the~~ CDE and the Department of Toxic Substance Control (DTSC) for review. If hazardous substances are disclosed, Education Code 17213.1 authorizes DTSC to order the district to complete certain "response actions" prior to securing state funding.

In the selection and development of projects funded pursuant to the School Facilities Program of 1998 (Proposition 1A) as contained in Education Code 17070.10-17077.10, the Superintendent or designee shall:

1. Determine whether the proposed site is free of toxic contamination by ensuring that a Phase I environmental assessment and/or preliminary endangerment assessment is conducted as required by law (Education Code 17213.1)

The Superintendent or designee shall ensure that the preliminary endangerment assessment is made available for public review and comment in accordance with Education Code 17213.1.

2. ~~Annually submit a~~Submit an annual summary report of expenditures to the State Allocation Board in accordance with law (Education Code 17076.10)
3. Include in the plans a hard-wired connection to a public switched telephone network or utilization of wireless technology (Education Code 17077.10)

CSBA NOTE: The Office of Public School Construction recommends that districts consult with legal counsel to ensure compliance with the disabled veteran provisions of ~~item~~Item #4 below.

4. Establish a participation goal of at least three percent, per year, of the overall dollar amount expended each year by the district for disabled veteran business enterprises (Education Code 17076.11)

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Policy Reference Disclaimer:

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State	Description
14 CCR 15000-15285	Implementation of California Environmental Quality Act of 1970
5 CCR 14001-14036	Minimum <u>School Facilities Construction; general</u> standards

CCP: 1263.710-1263.770	Remediation of hazardous substances on property to be acquired by school district
Ed. Code 17006	Definition of self-certifying district
Ed. Code 17024	Prior written approval of CDE for selection of school site or construction of building
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17210-17224	General <u>School Sites; general provisions (school sites)</u>
Ed. Code 17240-17245	New Schools Relief Act
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17251-17256	Powers <u>CDE powers concerning buildings and building sites</u>
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17565-17592.5	Board duties re: management and control of school property
Ed. Code 35271	Power to acquire and construct on adjacent property
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
Gov. Code 53094	Authority to render zoning ordinances inapplicable
Gov. Code 65402	Acquisition or disposition of property
Gov. Code 65995-65997	Developer fees
Gov. Code 66455.9	Written notices of proposed public school site within development; investigation and report; conditions for acquisition
H&S Code 44360	Risk assessment
Pub. Res. Code 21000-21177	California Environmental Quality Act of 1970

Management Resources

Attorney General Opinion

Website

Website

Website

Website

Description

82 Ops.Cal.Atty.Gen. 130 (1999)

Department of General Services, Office of Public School Construction

California Department of Education, School Facilities

Department of Toxic Substances Control
[\(https://dtsc.ca.gov/\)](https://dtsc.ca.gov/)

Governor's Office of Planning and Research
[\(https://opr.ca.gov/ceqa/\)](https://opr.ca.gov/ceqa/)

Cross References

Code

1113

1220

1220

Description

District and School Web Sites (BP/AR/E(1))

Citizen Advisory Committees

Citizen Advisory Committees

1330.1	Joint Use Agreements
3311.2	Lease-Leaseback Contracts
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
7000	Concepts And Roles
7110	Facilities Master Plan
7131	Relations With Local Agencies
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7210	Facilities Financing
9000	Role Of The Board
9320	Meetings And Notices
9323.2	Actions By The Board
9323.2-E PDF(1)	Actions By The Board
9323.2-E PDF(2)	Actions By The Board

Bylaw 9100: Organization

Status: ADOPTED

Original Adopted Date: 09/01/1992 | **Last Revised Date:** ~~07/09/01/2015~~2022 | **Last Reviewed Date:** ~~07/09/01/2015~~2022

CSBA NOTE: Pursuant to Education Code 35143, as amended by AB 486 (Ch. 666, Statutes of 2021), the Governing Board is required to set and hold an annual organizational meeting, in the manner described below, prior to the end of each calendar year. If the Board fails to select a day and time for the meeting, the County Superintendent of Schools must designate and notify all Board members and members-elect of the day and time of the meeting. A city board of education whose members are elected in accordance with a city charter may, by a rule of its board, establish a different timeline for setting the annual meeting and revise the following paragraph accordingly.

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from days following the date upon which a Board member elected at that second Friday in December after the regular election takes office. During non-election all other years, the meeting shall may be held within the same 15-day period on the calendar: any date in December, but no later than December 20th. (Education Code 35143)

CSBA NOTE: Unless otherwise provided by rule of the Board, the following paragraph is required pursuant to Education Code 35143: as amended by AB 486.

~~The day and time of the annual meeting shall be selected by~~ During any year in which a regular election is conducted, the Board, at ~~its~~the regular meeting held immediately prior to the ~~first~~second Friday in December, shall select the day and time of the organizational meeting. For any other year, the day and time of the ~~15-day period~~organizational meeting shall be selected at the last regular meeting held immediately before the annual meeting. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the ~~clerk of the Board, with the assistance of the~~ Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

CSBA NOTE: The following items should be modified to reflect district practice. Education Code 35022 requires all boards with five or more members to elect a president. Education Code 35143 requires the election of a clerk and a president for high school, union high school, and joint union high school districts. City boards of education are required to elect only a president or a president and vice president, and all other types of districts are required to elect a clerk. For more information about election of officers, see the section "Election of Officers" below.

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures

CSBA NOTE: Item #4 below promotes the adoption of a Board calendar to ensure the scheduling of important governance matters such as evaluation of the Superintendent, Board self-evaluation, budget meetings, goal setting, and policy and program reviews.

4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

CSBA NOTE: Item #6 below is recommended by CSBA through its governance trainings, including the Masters in Governance program.

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

Election of Officers

CSBA NOTE: Option 1 below is for districts that rotate offices so that each Board member has the opportunity to become president, while Option 2 is for districts that each year elect their entire slate of officers. The following options should be revised to reflect the sequence of offices used in the district.

[Redacted]

The Board shall each year elect its entire slate of officers.

[Redacted] E

[Redacted]

[Redacted] E

CSBA NOTE: The following optional sentence may be used with Option 2.

[Redacted]

CSBA NOTE: The following sentence may be used by all districts regardless of the option selected above. The California Attorney General has disapproved secret ballot voting in open meetings, as well as the casting of mail ballots (68 Ops.Cal.Atty.Gen. 65, 1985). As long as they do not use secret ballots, boards may elect their officers in any way they choose.

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Policy Reference UPDATE Service

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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
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35145	Public meetings
Ed. Code 5017	Term of office

Gov. Code 54953

Meetings to be open and public; attendance

Management Resources

Attorney General Opinion

Description

59 Ops.Cal.Atty.Gen. 619; ~~621-622~~ (1976)

Attorney General Opinion

68 Ops.Cal.Atty.Gen. 65 (1985)

Cross References

Code

9000

Description

Role Of The Board

9005

Governance Standards

9121

President

9123

Clerk

9140

Board Representatives

9223

Filling Vacancies

9224

Oath Or Affirmation

9230

Orientation

9240

Board Training

9320

Meetings And Notices

9323

Meeting Conduct

Board Policy 4119.11: Sexual Harassment and Fraternization

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

Sexual Harassment

The Board of Trustees is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Ensuring prompt, thorough, fair, and equitable investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, ~~or~~ using other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor

or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint is addressed through either AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Fraternization

A power-differentiated relationship is defined as a relationship involving a supervisor and an employee whom they directly supervise.

As part of the sexual harassment policy, the district encourages supervisors not to involve themselves in power-differentiated relationships. Power-differentiated relationships can lead to sexual harassment, or the appearance of sexual harassment, in the workplace. Relatedly, a power-differentiated relationship may be less consensual than the individual believes whose position confers power over the employee. The relationship may be perceived in different ways by each of the parties to it. Additionally, a power-differentiated relationship can adversely affect morale, operations, and productivity due to favoritism, bias, or unfair treatment, or the appearance of favoritism, bias, or unfair treatment, to the detriment of a third party.

As such, district employees in a power-differentiated relationship should evaluate their relationship carefully. To encourage compliance with this policy, a supervisor or employee involved in a power-differentiated relationship must disclose the relationship to the Title IX Coordinator identified in Administrative Regulation 4119.11, or his/her designee [or Director of Human Resources].

Supervisors who have a sexual relationship with an employee whom they directly supervise shall not have any influence over the employee's promotions, raises, or other benefits or terms of employment, except to the extent such influence is directed at employees as a group, within the accepted confines of negotiations with an employee organization. The supervisor shall disqualify him/herself from any matter that improperly influences (or gives

the appearance of influencing) the terms and conditions of the individual employee's employment.

This policy is not intended to discourage friendship or social activities among employees. This policy applies solely to power-differentiated relationships as defined in this policy.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 13

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

SUBJECT:

Request to Approve the First and Final Reading of Board Policy/Administrative Regulation 5141.21 Administering Medication and Monitoring Health Conditions

BACKGROUND:

River Delta Unified School District currently allows Emergency Epinephrine Auto-Injectors for school nurses or other employees who have volunteered to administer them in an emergency and have received training to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414).

STATUS:

Due to the recent rise in opioid use among teens. When available at the school site, the District elects to make emergency naloxone hydrochloride or another opioid available. The school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received training may administer such medication when a school nurse or physician is unavailable, and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

PRESENTER:

Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

Not applicable

RECOMMENDATION:

That the Board approves First and Final Reading of Board Policy/Administrative Regulation 5141.21 Administering Medication and Monitoring Health Conditions

Time allocated: 3 minutes

Policy 5141.21: Administering Medication And Monitoring Health Conditions

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 12/01/2019 | **Last Reviewed Date:** 12/01/2019

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel

before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

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 600-611	Administering medication to students
Bus. Code 2700-2837	Nursing
Bus. Code 3500-3546	Physician assistants
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Student emergency information
Ed. Code 49414	Emergency epinephrine auto-injectors
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose
Ed. Code 49414.5	Providing school personnel with voluntary emergency training
Ed. Code 49422-49427	Employment of medical personnel
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49423.1	Inhaled asthma medication
Ed. Code 49480	Continuing medication regimen; notice
H&S Code 11362.7-11362.85	Medicinal cannabis
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
21 USC 812	Schedule of controlled substances
21 USC 844	Penalties for possession of controlled substance
29 USC 794	Rehabilitation Act of 1973; Section 504
Management Resources	Description

American Diabetes Association Publication	Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
American Diabetes Association Publication	Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
American Diabetes Association Publication	Program Advisory on Medication Administration, 2005
American Diabetes Association Publication	Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015
Court Decision	American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
National Diabetes Education Program Publication	Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
Website	CSBA District and County Office of Education Legal Services
Website	National Diabetes Education Program
Website	U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information
Website	American Diabetes Association
Website	California Department of Education, Health Services and School Nursing
Website	CSBA

Cross References

Code	Description
3513.4	Drug And Alcohol Free Schools
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4319.43	Universal Precautions
4319.43	Universal Precautions
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy

5125	Student Records
5125	Student Records
5131.62	Tobacco
5131.62	Tobacco
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
5141.24	Specialized Health Care Services
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.6	School Health Services
5141.6	School Health Services
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.2	Animals At School
6163.2	Animals At School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Regulation 5141.21: Administering Medication And Monitoring Health Conditions Status: ADOPTED

Original Adopted Date: 12/01/2013 | Last Revised Date: 12/01/2019 | Last Reviewed Date: 12/01/2016

Definitions

Authorized health care provider means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Epinephrine auto-injector means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

Opioid antagonist means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose. (Education Code 49414.3)

Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. Submitting the parent/guardian written statement and the authorized health care provider's written statement each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)
2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician, and updating the information when needed. (Education Code 49480)
3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

Parent/Guardian Statement

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands the responsibilities to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands the right to terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that the student be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to the student, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

Health Care Provider Statement

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that the student be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)
5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)
6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

For self-administration of inhaled asthma medication, the district shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statement shall be in English and Spanish, and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

District Responsibilities

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered
4. Maintain for each student a medication log which may:
 - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information
 - b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
6. Ensure that student confidentiality is appropriately maintained
7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities
8. Report to a student's parent/guardian and the site administrator any refusal by the student to take the medication
9. Keep all medication to be administered by the district in a locked drawer or cabinet
10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance, directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance
14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

Emergency Epinephrine Auto-Injectors

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414 and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

Emergency Medication for Opioid Overdose

The district may elect to make emergency naloxone hydrochloride or another opioid antagonist available at schools for the purpose of providing emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. In determining whether to make this medication available, the Superintendent or designee shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to providing an opioid antagonist and training personnel to administer the medication. (Education Code 49414.3)

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have

volunteered and have received training may administer such medication when a school nurse or physician is unavailable, and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind the offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on the offer to volunteer and that there will be no retaliation against any employee for rescinding the offer to volunteer. (Education Code 49414.3)

The principal or designee may designate one or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3)

A school nurse, other qualified supervisor of health, or, if the district does not have a qualified supervisor of health, a district administrator shall obtain a prescription for naloxone hydrochloride or another opioid antagonist for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or district administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414.3)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414.3, including, but not limited to, the acceptance of the naloxone hydrochloride or another opioid antagonist from a manufacturer or wholesaler. (Education Code 49414.3)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist for a period of three years from the date the records were created. (Business and Professions Code 4119.8)

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 600-611	Administering medication to students
Bus. Code 2700-2837	Nursing
Bus. Code 3500-3546	Physician assistants

Bus. Code 4119.2	Acquisition of epinephrine auto-injectors
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Student emergency information
Ed. Code 49414	Emergency epinephrine auto-injectors
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose
Ed. Code 49414.5	Providing school personnel with voluntary emergency training
Ed. Code 49422-49427	Employment of medical personnel
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49423.1	Inhaled asthma medication
Ed. Code 49480	Continuing medication regimen; notice
H&S Code 11362.7-11362.85	Medicinal cannabis
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
21 USC 812	Schedule of controlled substances
21 USC 844	Penalties for possession of controlled substance
29 USC 794	Rehabilitation Act of 1973; Section 504
Management Resources	Description
American Diabetes Association Publication	Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
American Diabetes Association Publication	Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
American Diabetes Association Publication	Program Advisory on Medication Administration, 2005
American Diabetes Association Publication	Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015
Court Decision	American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
National Diabetes Education Program Publication	Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
Website	CSBA District and County Office of Education Legal Services
Website	National Diabetes Education Program
Website	U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information

Website	American Diabetes Association
Website	California Department of Education, Health Services and School Nursing
Website	CSBA

Cross References

Code	Description
3513.4	Drug And Alcohol Free Schools
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4319.43	Universal Precautions
4319.43	Universal Precautions
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5125	Student Records
5125	Student Records
5131.62	Tobacco
5131.62	Tobacco
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
5141.24	Specialized Health Care Services
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.6	School Health Services

5141.6	<u>School Health Services</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E(1)	<u>Parent/Guardian Notifications</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
6142.8	<u>Comprehensive Health Education</u>
6142.8	<u>Comprehensive Health Education</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6163.2	<u>Animals At School</u>
6163.2	<u>Animals At School</u>
6164.6	<u>Identification And Education Under Section 504</u>
6164.6	<u>Identification And Education Under Section 504</u>

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AB-1748 Pupils: pupil health: opioid antagonist. (2015-2016)

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Assembly Bill No. 1748

CHAPTER 557

An act to add Section 4119.8 to the Business and Professions Code, and to add Section 49414.3 to the Education Code, relating to pupils.

[Approved by Governor September 24, 2016. Filed with Secretary of State September 24, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1748, Mayes. Pupils: pupil health: opioid antagonist.

(1) Existing law authorizes a pharmacy to furnish epinephrine auto-injectors to a school district, county office of education, or charter school if certain conditions are met. Existing law requires the school district, county office of education, or charter school to maintain records regarding the acquisition and disposition of epinephrine auto-injectors furnished by the pharmacy for a period of 3 years from the date the records were created.

This bill would authorize a pharmacy to furnish naloxone hydrochloride or another opioid antagonist to a school district, county office of education, or charter school if certain conditions are met. The bill would require the school district, county office of education, or charter school to maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist furnished by the pharmacy for a period of 3 years from the date the records were created.

(2) Under existing law, the governing board of a school district is required to give diligent care to the health and physical development of pupils and may employ properly certified persons for that work. Existing law requires school districts, county offices of education, and charter schools to provide emergency epinephrine auto-injectors to school nurses or trained volunteer personnel and authorizes school nurses and trained personnel to use epinephrine auto-injectors to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an anaphylactic reaction, as provided.

This bill would authorize a school district, county office of education, or charter school to provide emergency naloxone hydrochloride or another opioid antagonist to school nurses and trained personnel who have volunteered, as specified, and authorizes school nurses and trained personnel to use naloxone hydrochloride or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. The bill would expressly authorize each public and private elementary and secondary school in the state to voluntarily determine whether or not to make emergency naloxone hydrochloride or another opioid antagonist and trained personnel available at its school and to designate one or more school personnel to receive prescribed training regarding naloxone hydrochloride or another opioid antagonist from individuals in specified positions.

The bill would require the Superintendent of Public Instruction to establish minimum standards of training for the administration of naloxone hydrochloride or another opioid antagonist, to review these standards every 5 years or sooner as specified, and to consult with organizations and providers with expertise in administering naloxone hydrochloride or another opioid antagonist and administering medication in a school environment in developing and reviewing those standards. The bill would require the State Department of Education to include on its Internet Web site a clearinghouse for best practices in training nonmedical personnel to administer naloxone hydrochloride or another opioid antagonist to pupils.

The bill would require a school district, county office of education, or charter school choosing to exercise the authority to provide emergency naloxone hydrochloride or another opioid antagonist to provide the training for the volunteers at no cost to the volunteers and during the volunteers' regular working hours. The bill would require a qualified supervisor of health or administrator at a school district, county office of education, or charter school electing to utilize naloxone hydrochloride or another opioid antagonist for emergency medical aid to obtain the prescription for naloxone hydrochloride or another opioid antagonist from an authorizing physician and surgeon, as defined, and would authorize the prescription to be filled by local or mail order pharmacies or naloxone hydrochloride or another opioid antagonist manufacturers.

The bill would authorize school nurses or, if the school does not have a school nurse, a person who has received training regarding naloxone hydrochloride or another opioid antagonist to immediately administer naloxone hydrochloride or another opioid antagonist under certain circumstances. The bill would provide that volunteers may administer naloxone hydrochloride or another opioid antagonist only by nasal spray or by auto-injector, as specified.

The bill would prohibit an authorizing physician and surgeon from being subject to professional review, being liable in a civil action, or being subject to criminal prosecution for any act in the issuing of a prescription or order, pursuant to these provisions, unless the act constitutes gross negligence or willful or malicious conduct. The bill would prohibit a person trained under these provisions who administers naloxone hydrochloride or another opioid antagonist, in good faith and not for compensation, to a person who appears to be experiencing an opioid overdose from being subject to professional review, being liable in a civil action, or being subject to criminal prosecution for this administration.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 4119.8 is added to the Business and Professions Code, to read:

4119.8. (a) Notwithstanding any other law, a pharmacy may furnish naloxone hydrochloride or another opioid antagonist to a school district, county office of education, or charter school pursuant to Section 49414.3 of the Education Code if all of the following are met:

(1) The naloxone hydrochloride or another opioid antagonist is furnished exclusively for use at a school district schoolsite, county office of education schoolsite, or charter school.

(2) A physician and surgeon provides a written order that specifies the quantity of naloxone hydrochloride or another opioid antagonist to be furnished.

(b) Records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist furnished pursuant to subdivision (a) shall be maintained by the school district, county office of education, or charter school for a period of three years from the date the records were created. The school district, county office of education, or charter school shall be responsible for monitoring the supply of naloxone hydrochloride or another opioid antagonist and ensuring the destruction of expired naloxone hydrochloride or another opioid antagonist.

SEC. 2. Section 49414.3 is added to the Education Code, to read:

49414.3. (a) School districts, county offices of education, and charter schools may provide emergency naloxone hydrochloride or another opioid antagonist to school nurses or trained personnel who have volunteered pursuant to subdivision (d), and school nurses or trained personnel may use naloxone hydrochloride or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose.

(b) For purposes of this section, the following terms have the following meanings:

(1) "Authorizing physician and surgeon" may include, but is not limited to, a physician and surgeon employed by, or contracting with, a local educational agency, a medical director of the local health department, or a local emergency medical services director.

(2) "Auto-injector" means a disposable delivery device designed for the automatic injection of a premeasured dose of an opioid antagonist into the human body and approved by the federal Food and Drug Administration for layperson use.

(3) "Opioid antagonist" means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body, and has been approved for the treatment of an opioid overdose.

(4) "Qualified supervisor of health" may include, but is not limited to, a school nurse.

(5) "Volunteer" or "trained personnel" means an employee who has volunteered to administer naloxone hydrochloride or another opioid antagonist to a person if the person is suffering, or reasonably believed to be suffering, from an opioid overdose, has been designated by a school, and has received training pursuant to subdivision (d).

(c) Each public and private elementary and secondary school in the state may voluntarily determine whether or not to make emergency naloxone hydrochloride or another opioid antagonist and trained personnel available at its school. In making this determination, a school shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to naloxone hydrochloride or another opioid antagonist and trained personnel. A private elementary or secondary school choosing to exercise the authority provided under this subdivision shall not receive state funds specifically for purposes of this subdivision.

(d) (1) Each public and private elementary and secondary school in the state may designate one or more volunteers to receive initial and annual refresher training, based on the standards developed pursuant to subdivision (e), regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist from the school nurse or other qualified person designated by an authorizing physician and surgeon. A benefit shall not be granted to or withheld from any individual based on his or her offer to volunteer, and there shall be no retaliation against any individual for rescinding his or her offer to volunteer, including after receiving training. Any school district, county office of education, or charter school choosing to exercise the authority provided under this subdivision shall provide the training for the volunteers at no cost to the volunteer and during the volunteer's regular working hours.

(2) An employee who volunteers pursuant to this section may rescind his or her offer to administer emergency naloxone hydrochloride or another opioid antagonist at any time, including after receipt of training.

(e) (1) The Superintendent shall establish minimum standards of training for the administration of naloxone hydrochloride or another opioid antagonist that satisfies the requirements of paragraph (2). Every five years, or sooner as deemed necessary by the Superintendent, the Superintendent shall review minimum standards of training for the administration of naloxone hydrochloride or other opioid antagonists that satisfy the requirements of paragraph (2). For purposes of this subdivision, the Superintendent shall consult with organizations and providers with expertise in administering naloxone hydrochloride or another opioid antagonist and administering medication in a school environment, including, but not limited to, the California Society of Addiction Medicine, the Emergency Medical Services Authority, the California School Nurses Organization, the California Medical Association, the American Academy of Pediatrics, and others.

(2) Training established pursuant to this subdivision shall include all of the following:

(A) Techniques for recognizing symptoms of an opioid overdose.

(B) Standards and procedures for the storage, restocking, and emergency use of naloxone hydrochloride or another opioid antagonist.

(C) Basic emergency followup procedures, including, but not limited to, a requirement for the school or charter school administrator or, if the administrator is not available, another school staff member to call the emergency 911 telephone number and to contact the pupil's parent or guardian.

(D) Recommendations on the necessity of instruction and certification in cardiopulmonary resuscitation.

(E) Written materials covering the information required under this subdivision.

(3) Training established pursuant to this subdivision shall be consistent with the most recent guidelines for medication administration issued by the department.

(4) A school shall retain for reference the written materials prepared under subparagraph (E) of paragraph (2).

(5) The department shall include on its Internet Web site a clearinghouse for best practices in training nonmedical personnel to administer naloxone hydrochloride or another opioid antagonist to pupils.

(f) Any school district, county office of education, or charter school electing to utilize naloxone hydrochloride or another opioid antagonist for emergency aid shall distribute a notice at least once per school year to all staff that contains the following information:

(1) A description of the volunteer request stating that the request is for volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist to a person if the person is suffering, or reasonably believed to be suffering, from an opioid overdose.

(2) A description of the training that the volunteer will receive pursuant to subdivision (d).

(3) The right of an employee to rescind his or her offer to volunteer pursuant to this section.

(4) A statement that no benefit will be granted to or withheld from any individual based on his or her offer to volunteer and that there will be no retaliation against any individual for rescinding his or her offer to volunteer, including after receiving training.

(g) (1) A qualified supervisor of health at a school district, county office of education, or charter school electing to utilize naloxone hydrochloride or another opioid antagonist for emergency aid shall obtain from an authorizing physician and surgeon a prescription for each school for naloxone hydrochloride or another opioid antagonist. A qualified supervisor of health at a school district, county office of education, or charter school shall be responsible for stocking the naloxone hydrochloride or another opioid antagonist and restocking it if it is used.

(2) If a school district, county office of education, or charter school does not have a qualified supervisor of health, an administrator at the school district, county office of education, or charter school shall carry out the duties specified in paragraph (1).

(3) A prescription pursuant to this subdivision may be filled by local or mail order pharmacies or naloxone hydrochloride or another opioid antagonist manufacturers.

(4) An authorizing physician and surgeon shall not be subject to professional review, be liable in a civil action, or be subject to criminal prosecution for the issuance of a prescription or order pursuant to this section, unless the physician and surgeon's issuance of the prescription or order constitutes gross negligence or willful or malicious conduct.

(h) (1) A school nurse or, if the school does not have a school nurse or the school nurse is not onsite or available, a volunteer may administer naloxone hydrochloride or another opioid antagonist to a person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity when a physician is not immediately available. If the naloxone hydrochloride or another opioid antagonist is used it shall be restocked as soon as reasonably possible, but no later than two weeks after it is used. Naloxone hydrochloride or another opioid antagonist shall be restocked before its expiration date.

(2) Volunteers may administer naloxone hydrochloride or another opioid antagonist only by nasal spray or by auto-injector.

(3) A volunteer shall be allowed to administer naloxone hydrochloride or another opioid antagonist in a form listed in paragraph (2) that the volunteer is most comfortable with.

(i) A school district, county office of education, or charter school electing to utilize naloxone hydrochloride or another opioid antagonist for emergency aid shall ensure that each employee who volunteers under this section will be provided defense and indemnification by the school district, county office of education, or charter school for any and all civil liability, in accordance with, but not limited to, that provided in Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. This information shall be reduced to writing, provided to the volunteer, and retained in the volunteer's personnel file.

(j) (1) Notwithstanding any other law, a person trained as required under subdivision (d), who administers naloxone hydrochloride or another opioid antagonist, in good faith and not for compensation, to a person who appears to be experiencing an opioid overdose shall not be subject to professional review, be liable in a civil action, or be subject to criminal prosecution for his or her acts or omissions in administering the naloxone hydrochloride or another opioid antagonist.

(2) The protection specified in paragraph (1) shall not apply in a case of gross negligence or willful and wanton misconduct of the person who renders emergency care treatment by the use of naloxone hydrochloride or another opioid antagonist.

(3) Any public employee who volunteers to administer naloxone hydrochloride or another opioid antagonist pursuant to subdivision (d) is not providing emergency medical care "for compensation," notwithstanding the fact that he or she is a paid public employee.

(k) A state agency, the department, or a public school may accept gifts, grants, and donations from any source for the support of the public school carrying out the provisions of this section, including, but not limited to, the acceptance of naloxone hydrochloride or another opioid antagonist from a manufacturer or wholesaler.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

Item Number: 14

From: Tammy Busch, Asst. Superintendent, Business

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

SUBJECT:

Request to Reevaluate Exhibit 1330 Application for Use of School Facilities Permit and Fee Schedule

BACKGROUND:

It was necessary to make changes to the Application for School Facilities Permit as well as updating the Use of Facilities Fee Scheduled at the May 10, 2022, Board meeting, as it had not been updated since 2005.

STATUS:

Attached is the Application for School Facilities Permit as well as the updated Use of Facilities Fee Schedule, which were approved at the May 10, 2022 Board meeting.

PRESENTER:

Tammy Busch, Asst. Superintendent, Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Community members

COST AND FUNDING SOURCES:

Not Applicable

RECOMMENDATION:

That the Board reevaluates Exhibit 1330 Application for School Facilities Permit as well as updating the Use of Facilities Fee Scheduled as presented and provide feedback.

Time allocated: 3 minutes

River Delta Unified School District
Application for Use of School Facilities Permit
2 Week Notice Required

Check List

An application will not be considered complete without the submittal of all applicable items.
Please be prepared to submit all items listed below at the time of application.

- Facilities Use Application Form** submitted two (2) weeks prior to the date of use – all areas must be completed
- Insurance** – Certificate of Insurance and an Additional Endorsement, naming the River Delta School District, its officers, employees, agents, and volunteers as Additional Insured in the amount of \$1,000,000 per occurrence.
 - Certificate already on file
- Food Sales** – The organization responsible for a community event at which food/beverages are sold/donated shall obtain an Environmental Health Permit. The organization is cooking, prepping and serving food from a district cafeteria for a community event shall have a person who is ServSafe certified at the event or will be charged for a district employee cafeteria staff member who is ServSafe certified.
- Alcohol Sales** – The organization responsible for a community event at which alcohol is being served will obtain or hire services licensed by the California Department of Alcoholic Beverage Control (ABC).
 - Attached should also be the security company that has been hired with alcoholic beverages being served.
- \$100 Security deposit** – This will be applied towards facility use fee(s) as applicable.

River Delta Unified School District
 Application for Use of School Facilities Permit
 2 Week Notice Required

YOU MUST HAVE THE PERMIT WITH YOU ON THE DAY OF THE EVENT

Date of Application _____

Name of Organization _____

Authorized Agent or Individual Applicant Name and Title _____

Billing Address _____

Non-Profit ID#: _____ Telephone: _____ Email Address: _____

Person in charge of event, if different from authorized agent _____

Cell Number: _____ Email Address: _____

School Site Requested: _____

Purpose of meeting or activity _____

Estimated Attendance _____ Admission Charged? _____ Yes _____ No If yes, Amount \$ _____

If yes, will the net proceeds be expended for the welfare of pupils of RDUSD or for charitable purposes to benefit District residents? _____ Yes _____ No

Will Alcohol be served? _____ Yes _____ No Will Alcohol be sold? _____ Yes _____ No

This organization is (profit)/ (non-profit), and (youth exclusive)/(Non-youth exclusive)

Start Date	End Date	Day(s) of the Week	Start Time	End Time

Facility to Be Used

- Classroom # _____
- Cafeteria
- Kitchen
- Library
- Athletic Field
- Multipurpose Room
- Playground
- Parking Lot
- Restrooms

Equipment Requested

- PA system/Sound system
- Chairs # _____
- Tables # _____
- Benches # _____
- Kitchen Equipment: _____
- Scoreboard
- Football Field/equipment
- Volleyball/Basketball/Soccer/ Baseball equipment
- Bleachers

Required Certification: Applicant(s)/Permittee(s) hereby certifies that they are an "authorized person" of the permittee organization. Permittee further agrees that in addition to the liability of the organization, the signatory individual of the Permittee agrees to also be jointly and personally liable for all costs and liabilities as outlined on the form the Facilities Use Information Sheet.

Required Hold Harmless and Indemnification: I _____ and _____ (names of signatory individual and organization, permittee) agree to both personal and joint liability as an organization to indemnify, hold harmless and defend the River Delta Unified School District (District) and each of its officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including but not limited to personal or bodily injury, death at any time and property damage) incurred by the District, the Permittee or any other person and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the permit or the use of this facility (Code 38134). The Permittee's obligations under the preceding sentence shall apply regardless of whether the District or any of its officers, officials employees, volunteers or agents are negligent, but shall not apply to any loss, liability fines, penalties, forfeitures, cost or damages caused solely by the willful misconduct of the District.

ACKNOWLEDGEMENT AND AGREEMENT: I have read the above and the Facilities Use Information Sheet and agree to the terms.

Applicant/Permittee Signature: _____ Date: _____

DISTRICT USE ONLY

Site Administrator _____ Date _____ Approved _____ Denied _____

Director, Facilities _____ Date _____ Approved _____ Denied _____

Chief Business Officer _____ Date _____ Approved _____ Denied _____

Application Fee(s):

Security Deposit Amount \$ _____ Date Received _____

Facilities amount to be charged \$ _____ Invoice Date _____ Received _____

Assigned Personnel time to be charged \$ _____ Invoice Date _____ Received _____

Other fees may be invoiced for, but not limited to, extra use of facility past allotted time, personnel, clean-up, and/or damages.

River Delta Unified School District

Use of School District Facilities – Rental Fee Schedule 2022/23

***Use Fees DO NOT include Personnel Fees (If required) ***

Facility Use Fees for Rooms/Conference/Kitchens/theaters – Two (2) hour minimum

Facility/Room Type	Group 1 Free Use <i>Per Hour</i>	Group 2 Local Youth Sports <i>Per Hour</i>	Group 3 Direct Costs- Local Users <i>Per Hour</i>	Group 4 Commercial For Profit activities <i>Per Hour</i>
Multi-Purpose Rooms	\$0	\$35	\$80	\$80
Classrooms	\$0	\$20	\$40	\$40
Kitchen Use	\$0	\$30	\$80	\$80
Courtland Auditorium	\$0	\$45	\$100	\$100
Amphitheatre	\$0	\$45	\$80	\$80
RVHS Auditorium	\$0	\$45	\$100	\$100
DH White Auditorium	\$0	\$45	\$100	\$100

Facility Use Fees for Sports/Other – Two (2) hour minimum

Facility/Room Type	Group 1 Free Use <i>Per Hour</i>	Group 2 Local Youth Sports <i>Per Hour</i>	Group 3 Direct Costs- Local Users <i>Per Hour</i>	Group 4 Commercial For Profit activities <i>Per Hour</i>
Parking Lot Only	\$0	\$15	\$30	\$30
Restrooms Only	\$0	\$20	\$40	\$40
Gymnasium	\$0	\$25	\$50	\$50
Playground	\$0	\$15	\$30	\$30
Tennis Courts	\$0	\$20	\$30	\$30
Softball/Baseball Fields	\$0	\$30	\$60	\$60
Football field without lights	\$0	\$50	\$100	\$100
Football field with lights	\$0	\$80	\$160	\$160
Gym with use of locker rooms	\$0	\$40	\$80	\$80
Other outdoor areas	\$0	\$15	\$30	\$30

Hourly Rates for Personnel Charges are based on current CSEA contract – Two (2) hour minimum

Type of Employee	Overtime due to regular schedule impact	Unscheduled Hours and Saturdays	Sundays and Holidays
Custodian	\$35.47 Per Hour	\$35.47 Per Hour	\$47.29 Per Hour
Maintenance	\$35.47 Per Hour	\$35.47 Per Hour	\$47.29 Per Hour
Food Service Worker	\$31.04 Per Hour	\$31.04 Per Hour	\$41.39 Per Hour

Facility Use Rules, Regulations, and Fee Schedule

Classification 1 (Group 1) –

The Board authorizes the use of facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. Overtime rate will be charged for custodial rate for a minimum of two (2) hours. These groups include, but are not limited to:

- Boy Scouts, Girl Scouts
- Community advisory councils
- 4-H
- Other similar groups at the discretion of district administration

Classification 2 (Group 2) –

The Board shall charge direct costs for the use of school facilities or grounds under its control for activities of nonprofit organizations and clubs or associations, which promote youth, and school activities. Overtime rate will be charged for custodial rate for a minimum of two (2) hours. The following are examples of users that fall in this category, but not limited to:

- Charitable fund-raising activities
- Youth sports leagues
- Other similar groups at the discretion of district administration

Classification 2 (Group 2) –

The Board shall charge fair rental value for the use of school facilities or grounds under its control for which admission is charged and whose sole purpose is profit making, private or personal use by an individual or group.

Rules and Regulations

- Permission will be granted for the use of specific rooms or grounds, and it shall be the responsibility of the organization to that school property is not damaged or destroyed.
- If any group's activity results in the destruction of school property or personal injury, the group shall be responsible for such injury or damage and will be charged an amount necessary to repair the damages, and further use of facilities may be denied.
- Any group granted the use of the school facilities shall not use them for any purpose not specified in the permit for use.
- Cancellations of requests for the use of facilities must be made not less than twenty-four (24) hours in advance.
- Facilities must be always under the supervision of a responsible adult.
- Permission for the use of buildings and facilities may be revoked by the administration whenever the use may interfere with school activities or whenever there has been a violation of regulations or abuse of building or facilities.
- The using group will return the facility to its original arrangement and condition before leaving the building.
- School Principals retain the right to move users to other similar spaces, if necessary.
- No materials are to be taped, tacked, staples, glued, or pinned to any surface unless designated for such purpose.
- All users must provide their own supplies (i.e. easel, marking pens, sports equipment etc.)
- Neither the District nor its staff shall be responsible for any items left behind on school premises. Nor shall the District or its staff assume any responsibility for liability in connection with the services provided under this policy or the facilities use agreement.
- The number of people present shall not exceed the posted seating capacity for the room(s) used per County Fire Code Regulations.
- Under not circumstance are vehicles to be driven or parked on the fields, grass areas, or any areas blocked by barricades.
- Shoes with cleats or plates will not be permitted in school buildings.
- No privilege for using the school facilities or grounds shall be granted for a period exceeding one (1) year.

Prohibited Activities

- Any use by any individual, society, group, or organization for the commission of any act intended to further any program or movement whose purpose is the overthrow of the government of the United States or of the state by force, violence or other unlawful means. (Education Code 38135)
- Activities that are discriminatory in the legal sense.
- Any activities that constitute a public nuisance, commission of a crime or any other act prohibited by law.
- Users or attendees shall not adjust, tamper with or disable any utility system or panel including, but not limited to electrical, heating, water and alarm and sprinkler system.
- School property shall not be removed or displaced.
- Smoking is not permitted in school buildings or on school grounds at any time.
- Keys and alarm codes are not to be issued to outside organizations.
- Storage of equipment is not permitted. All equipment must be removed at the end of each event.
- Pop up tents/canopy will not be allowed.

River Delta Unified School District

In-House
5 day Notice Required

Date of Application _____

Authorized Agent or Individual Applicant Name and Title _____

Telephone: _____ Email Address: _____

Person in charge of event, if different from authorized agent _____

Cell Number: _____ Email Address: _____

School Site Requested: _____

Purpose of meeting or activity _____

Estimated Attendance _____ Admission Charged? _____ Yes _____ No _____ If yes, Amount \$ _____

If yes, will the net proceeds be expended for the welfare of pupils of RDUSD or for charitable purposes to benefit District residents? _____ Yes _____ No

Start Date	End Date	Day(s) of the Week	Start Time	End Time

Facility to Be Used

- Classroom # _____
- Cafeteria
- Kitchen
- Library
- Athletic Field
- Multipurpose Room
- Playground
- Parking Lot
- Restrooms

Equipment Requested

- PA system
- Chairs # _____
- Tables # _____
- Benches # _____
- Kitchen Equipment: _____
- Scoreboard
- Football Field/equipment
- Volleyball/Basketball/Soccer/ Baseball equipment
- Bleachers

DISTRICT USE ONLY

Site Administrator _____ Date _____ Approved _____ Denied _____

Director, Facilities _____ Date _____ Approved _____ Denied _____

Chief Business Officer _____ Date _____ Approved _____ Denied _____

Assigned Personnel time to be charged \$ _____ Invoice Date _____ Received _____

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Tammy Busch, Asst. Superintendent, Business

Item Number: 15

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

SUBJECT:

Request to Approve and Adopt the 2021-2022 and 2022-2023 Tentative Agreement with the River Delta Unified Teacher's Association (RDUTA) and For All Non-Represented Employees

BACKGROUND:

River Delta Unified School District has reached a Tentative Agreement with River Delta Unified Teachers Association (RDUTA) and non-represented employees for 2021-22 and 2022-23. FY 2021-22 7% on the salary schedule and 10% on the salary schedule for 2022-23. Health benefit cap increase to \$1,500 per month for FY 2022-23 starting monthly as of the first month after the Boards approval. RDUTA also has longevity starting with fifteen (15) years of service in the annual amount of \$800 and will receive an additional \$800 for every five (5) years of service, thereafter, capping at thirty (30) years of service.

STATUS:

RDUTA ratified said Tentative Agreement on October 10, 2022. Salary disclosure has been submitted to Sacramento County Office of Education (SCOE). SCOE approved the salary disclosure on 10/31/2022. See attached Tentative Agreement for all Article changes in the RDUTA contract.

The cost to the District for RDUTA and non-represented for the two (2) years in salary and benefits is approximately \$2,584,637. The salary and statutory benefits for FY 2021-22 will be paid from one-time funding. The ongoing cost for salaries and benefits is approximately \$887,903.

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

The change to the salary schedules for 2021-22 will be funded through one-time funding. The salary schedules for 2022-23 will be paid from General Fund, Adult Education, Child Development, and Cafeteria.

RECOMMENDATION:

The Board approves the Tentative Agreement with RDUTA and non-represented employees for 7% on the salary schedule for 2021-22 retro to July 1, 2021, longevity of \$800 annually starting at year 15 for RDUTA, and 10% on the salary schedule for 2022-23 retro to July 1, 2022 and the health benefit cap of \$1,500per month.

Time allocated: 5 minutes

Tentative Agreement
River Delta Unified Teachers Association and the River Delta Unified School District
Article 7 – Hours

The parties agree to amend Article 7 of their collective bargaining agreement with the following deletions and additions if ratified by RDUTA's unit members and RDUSD's Board of Trustees. RDUTA's negotiations team will recommend ratification to its unit members and the District's negotiations team will recommend ratification to the Board of Trustees.

A. Work Year

1. The work year shall consist of:
 - a. Teachers: one hundred eighty-three (183) days
 - b. Secondary education counselors: Two hundred and two (202) days
 - c. Elementary school counselors: One hundred ninety-three (193) days

2. Beginning in the 2020-2021 school year, the three (3) non-student contact days of the school year for teachers will be scheduled in the week prior to the beginning of student instruction, and will be allocated as follows:
 - a. One (1) day will be utilized for District in-service.
 - b. One (1) day will be utilized for meeting and in-service from site administration.
 - c. One (1) day will be utilized for preparation work decided by bargaining unit members. Counselors can select their prep work day within their non-student contact days.

3. Each site administrator will consult with his or her staff each spring, prior to the conclusion of the school year, regarding the topics to be covered and approaches to be utilized in the in-services scheduled for the following year's one (1) day of site in-service (2.b). No District or site meetings will be scheduled on the one (1) day of preparation time for bargaining unit members (2.c). However, bargaining unit members are required to be present at their assigned sites and engage in preparation work during this one (1) day of preparation time (2.c).

B. Work Hours

1. The length of the teacher work day, including preparation time and time regularly required before and after school, including a duty-free lunch, shall be 7 hours and 20 minutes per day, 5 days per week. Teachers may work on an approved schedule if their assignment is of an itinerate nature. The reporting time to work shall be dictated by the beginning of the instructional day for students and mutually agreed upon by the Association and the District.

2. ~~If the matter is not adjudicated to the satisfaction of the Association, the Grievance Procedure described in the collective bargaining agreement may be utilized.~~

Bargaining unit members and site administrators shall make every effort to schedule meetings during regular contract hours. Any work outside of daily work hours either required by or pre-approved by the site administrator shall be paid at the variable rate. Such work may include IEP meetings, 504 meetings, and independent study contracts. However, Back-to-School, Open House, monthly scheduled staff meetings, and adjunct duties are excluded from this provision. Texts, email, or verbal communication/notification with the site administrator shall constitute pre-approval.

C. Minimum Days

1. A maximum of eleven (11) minimum days per academic year for the purposes of scheduling, grading, diagnosing student needs, conferencing, in-service, or testing will be scheduled.
 - a. Three (3) of the minimum days will be used for conferencing. For elementary schools, conferencing is limited to Parent-Teacher meetings. For secondary schools, conferencing may include Parent Forums, Arena Nights, IEPs, and Section 504 Plan meetings.
 - b. Eight (8) of the minimum days will be set aside for the purpose of scheduling, completing report cards, and diagnosing student needs.
2. On days when teachers are required to return for evening events, i.e., Open House, Back to School Night, or similar activities, teachers are permitted to leave school at the end of the student instructional day. On these days, site meetings or other additional responsibilities will not be scheduled.

D. Preparation Time

1. Secondary school teachers shall be given one period per instructional day for preparation, scheduled within the student instructional day.
- ~~2. District is committed to providing 90 minutes of preparation for elementary bargaining unit members on early release days. As long as the Elementary and Secondary Schools Emergency Relief (ESSER) funding is fully funded to the District by the federal government, the District shall provide elementary general education bargaining unit members, who are the teacher of record for an assigned class roster, with an additional 60 minutes of preparation time per week. The additional 60 minutes of preparation time will be offered as long as the position is filled by a full-time, credentialed Physical Education teacher. In the event of the absence of the Physical Education teacher, this additional 60 minutes of preparation time will be forfeited.~~
2. Beginning with the first full week of student instruction each school year, elementary school teachers shall be given 180 minutes of preparation time during every two weeks of student instruction. This preparation time is in addition to any

extra time created by early release days. This preparation time will be provided in increments of at least 30 uninterrupted minutes; for example, if an elementary school teacher was provided a block of 20 minutes of preparation time while the teacher's students were participating in PE, that 20 minute block would not count towards the 180 minutes. If an elementary school teacher does not receive the full 180 minutes of preparation time over a two week period of student instruction as provided by this section (7.D.2), then the teacher may submit a variable timesheet for the difference (rounded up or down to the nearest 15 minutes) and receive pay for the shortfall in preparation time equivalent to the teacher's hourly rate of pay.

E. Compensation When No Substitute Teacher Available

1. Elementary – Classroom teachers will receive compensation when required to supervise a class or a portion of a class of students in addition to their regular work load due to the absence of a teacher, and the unavailability of a substitute. Teachers providing such service will be compensated by payment of a stipend, equivalent to the daily base substitute teacher rate, divided by the number of teachers performing this duty, and/or prorated according to the length of the assignment.
 - a. Credentialed unit members who do not have a regular classroom assignment shall be paid a stipend equal to the daily substitute rate, payable on the fourth such assignment and all subsequent assignments in a school year.
2. Secondary – Commencing in the 2021-2022 school year, a high school or middle school teacher may be asked to serve as a substitute teacher during his/her preparation period and shall receive compensation at the fractional equivalent of one-fourth (1/4) of the substitute teacher pay rate for such service. In the event that more than one teacher serves as a substitute during a single period in a single classroom, the District shall make payment to only one teacher, and the individual teacher(s) involved shall determine the allocation, if any, of the payment.

F. Time Adjustment and Use for Short Instructional Day on Wednesdays

1. Instructional minutes shall be “banked” each week, to provide for time during the regular work day for school related activities. In order to provide the time, the weekly student contact minutes will be designed as follows:

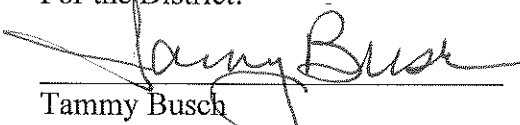
Monday:	add fifteen (15) minutes to the instructional day
Tuesday:	add fifteen (15) minutes to the instructional day
Wednesday:	subtract sixty (60) minutes from the instructional day
Thursday:	add fifteen (15) minutes to the instructional day
Friday:	add fifteen (15) minutes to the instructional day
2. The parties agree that the extra hour of banked time each Wednesday (“Early Dismissal Wednesdays”) for secondary bargaining unit members may will be utilized as follows: staff meetings, preparation time, IEP meetings, 504 meetings, SST meetings, professional development, peer

collaboration, etc.

- ~~3. All sites from which the teachers do not have state-mandated preparation time: Bates Elementary, D.H. White Elementary, Isleton Elementary and Walnut Grove Elementary, the teachers will have the first, second, third and fourth Wednesdays for preparation time. Any fifth Wednesday will be used for professional development.~~
- ~~a. Teachers at the aforementioned sites may choose to have a faculty meeting on one (1) of the Wednesday-s in lieu of preparation time.~~
34. If the teachers at a site choose not to have a faculty meeting on one of the Wednesdays, the staff and site Principal will collaboratively decide on a day to have the faculty meeting.

Tentatively agreed to by:

For the District:



Tammy Busch
Assistant Superintendent
Representative

Date: 9.21.22

For RDUTA:



Paul Delgado
Chair of Negotiations Committee

Date: 9-21-2022

ARTICLE 8
CLASS SIZE

1. No regular class in grades ~~TK~~-3 will exceed twenty-two (22) students; the district may add two (2) students to a maximum of twenty-four (24) to the class at a rate of \$~~15~~20 per student per day over twenty-two (22) students. TK class sizes will follow the Education Code's class size limits. ~~The class size maximums for~~

~~K-3 shall remain in place for so long as the State Class Size Reduction Program created by California Education Code section 52120 remains fully funded by the State.~~

2. No regular class in grades 4-6 will exceed thirty two (32); the district may add up to two (2) students to maximum of thirty four (34) at a rate of \$~~15~~20 per student per day over 32 students.

3. A combination class with grades K-3 shall not exceed twenty (20) students, the district may add up to ~~24~~ more students to a maximum of twenty ~~two~~four (~~22~~24) at a rate of \$~~15~~30 per student per day over 20 students.

4. A combination class in grades 4-6 will not exceed twenty-four (24) students; the district may add up to ~~24~~ more students to a maximum of twenty ~~six~~eight (~~26~~28) students at a rate of \$~~15~~30 per student per day over 24 students.

5. The District will have 5 working days after the start of the school year, or upon the enrollment of a new student, to make any adjustments to the class sizes before the rate of \$~~15~~20 per student is in effect. If there are no changes after those 5 days, the teacher will be paid \$~~15~~20 per student retroactive to the first day of school, or the first day of the new student's enrollment.

6. Any combination teacher will be given ~~two (2) days a quarter~~ one (1) day per month, August through May to work on campus and use for planning purposes. Those days will

be mutually agreed upon by the teacher and principal. Requests must be made with no less than 48 hours' notice.

7. No regular class in grades 7-12 except for the exceptions stated in the following paragraph will exceed thirty-two (32); the district can add up to three (3) students ~~maximum~~ each class period at the rate of \$510 per student per day over 32 students to a maximum of 35 students.

Students enrolled in any district distance learning classes between two school sites will be counted toward the class size. The District will have 5 working days after the start of school to make any adjustments to the class sizes before the \$510 per students is in effect.

8. Class sized in PE will not exceed 45 students.

9. The District will calculate the ratio of ADA to supervising teacher in Independent Study (Teacher-to-ADA ratio CAP) as required by Education Code section 51745.6 and the California Department of Education

10.9. Class sizes in classrooms which are limited in enrollment by size of classroom, student safety concerns, or availability of equipment will be mutually agreed on by the district administration, site principal and teacher on a case by case basis. If no agreement can be reached, the matter will be agreed upon with the association president and the superintendent.

11.10. The District will make every effort to maintain an equitable staff balance between the schools in the District as related to class size.

12. 11. Individual school principals shall consider input from staff members in establishing student class assignments.

13. 12. In the case of a loss of enrollment which necessitates a reduction in certificated nonmanagement staff, the District shall attempt to reduce staff through attrition (by not filling vacancies created by retirements and resignations) prior to laying off any

RDUSD 9/21/22


bargaining unit members.

~~14.13.~~ Teachers must submit variable timesheets once per month to the school site secretary and/or designee in a timely manner. All timesheets must be received at the District Office by the cutoff date listed on the back of the RDUSD Certificated Variable Timesheet form. The school secretary and/or designee will provide information to bargaining unit members of the protocol to complete/submit variable timesheets.

This constitutes a Tentative Agreement between the District and the Association. Article 8 is now closed for negotiations, pending ratification of the full agreement.

RDUSD: 

DATE: 9.21.22

RDUTA: 

DATE: 9-21-2022

Tentative Agreement
River Delta Unified Teachers Association and River Delta Unified School District

ARTICLES 16 and 17
SALARY and BENEFITS

The parties agree to amend Articles 16 and 17 of their collective bargaining agreement as described below if ratified and approved by RDUTA's unit members and RDUSD's Board of Trustees. RDUTA's negotiations team will recommend ratification to its unit members and the District's negotiations team will recommend approval to the Board of Trustees:

Addition to Article 16:

Section K is added to Article 16 as follows:

K. Longevity. Bargaining unit members shall receive an \$800 Longevity Bonus upon completion of their 15th year of service, which shall increase by \$800 every 5 years of continuous service, with a maximum of \$4000 upon completion of 35 years of service in the district. This bonus shall go into effect upon ratification of this agreement. Every currently employed bargaining unit member who has already completed 15 or more years of service in RDUSD shall receive the associated bonus commensurate to their years of service.

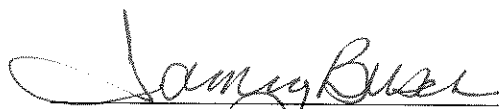
Increase to Salary Schedule:

Effective July 1, 2021, each cell of the RDUTA salary schedule shall be increased by 7.0%. Effective July 1, 2022, each cell of the RDUTA salary schedule shall be increased by 10.0%. Any RDUTA unit member employed by the District as of the date the District's Board of Trustees approves these retroactive salary increases will receive retro pay to be prorated, if necessary, based on their actual dates of employment. Any former RDUTA unit members who retired between July 1, 2021, and the date the District's Board of Trustees approves these retroactive salary increases will also receive retro pay to be prorated, if necessary, based on their actual dates of employment.

Change to Article 17:

The cap on the District's contribution rate for health benefit premiums in section A.1 is increased from \$807 monthly to \$1,500 monthly as of the first month after the District's Board of Trustees approves this increase.

Signatures on the following page.



Tammy Busch
Lead Negotiation

9.21.22

Date



Paul Delgado
Chair Negotiation

9-21-2022

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVER DELTA UNIFIED SCHOOL DISTRICT
AND
RIVER DELTA UNIFIED TEACHERS' ASSOCIATION

This Agreement is non-precedent setting and all components of the current Collective Bargaining Agreements between the Union, and the District not addressed by the terms of this Agreement shall remain in full effect. This Agreement shall be effective starting July 1st, 2022, and expire in full on June 30th, 2023, unless otherwise negotiated.

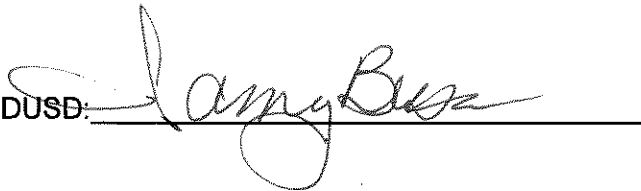
For the 2022-23 school year, the parties jointly agree to open no more than two articles each, plus Appendix B, for negotiations. Thereafter, beginning in July 2023, the Article 19 provision for full-contract opening every 3 years shall resume.

RDUTA:



DATE: 9-21-2022

RDUSD:



DATE: 9.21.22

General Instructions for Completion of Public Disclosure of Proposed Collective Bargaining Agreement

- Pursuant to GC 3540.2 (a), districts with qualified or negative certifications are required to submit a disclosure. However, Sacramento County Office of Education (County Office) requires all districts to submit a disclosure for bargaining units and unrepresented groups. In addition, pursuant to GC 3540.2 (d) a school district shall provide the county superintendent of schools, upon request, with all relevant information to provide an understanding of the financial impact of any final collective bargaining agreement reached pursuant to GC Section 3543.2 and 3547.5. All proposed bargaining agreements, including zero compensation, freezes, rollbacks, furlough days, stipends, benefit modifications and re-openers, must be disclosed.
- Please submit this form to the County Superintendent of Schools **at least ten (10) working days prior** to the date on which the Governing Board will take action on the proposed bargaining agreement. The information must also be available to the public prior to the Board date in accordance with the Brown Act.
- Attach a copy of the proposed bargaining agreement to each disclosure form.
- We prefer that a separate disclosure form is completed for each bargaining unit. However, if two or more units are settled concurrently with similar terms, it is allowable to combine them on one disclosure form.
- Figures in the “Annual Cost Prior to Proposed Agreement” column on page 1 of the disclosure form should reflect the current fiscal year cost data before the agreement, even if the estimated salary changes were included in the adopted budget.
- In the “Year 1” column on page 1 of the disclosure form, show the incremental change resulting from the proposed agreement for the fiscal year in which the contract is first effective. If the agreement includes a retroactive salary change for a prior year and the impact of the change is in the current fiscal year, show the total change of both the prior and current year in the "Year 1" column.
- To ensure full disclosure, such as for agreements where salary changes may not be effective for a full year, explain the terms of the agreement beginning on the top of page 2 of the disclosure form.
- Use Section G on pages 4a through 4c for the General Fund and the four columns designated to show “Latest Board Approved Budget Before Settlement” (Adopted Budget, 1st Interim or 2nd Interim), Adjustments as a Result of Settlement,” “Other Revisions,” and “Total Revised Budget” for the fiscal year being settled.
- Pages 4d through 4h of Section G are to be used if the source of funding for an agreement includes funds **other than** the General Fund.
- Proposed agreements must be disclosed **any time a contract is reopened**. This is especially true when multiyear agreements are formula-driven, as in the case when they are tied to projected cost-of-living adjustments in the subsequent years. Once an actual percentage and dollar change is determined, **the resulting salary and benefit cost impact must be disclosed**.
- Certification No. 1 (Section J on Page 8) must be signed by the District Superintendent and Chief Business Official (CBO) at the time of public disclosure. "I hereby certify" or "I am unable to certify" must be checked by both signers.
 - The Superintendent’s and CBO’s certifications are meant to be independent of one another.
 - The certifications serve as additional information provided to the board regarding the affordability of the proposed agreement **before** the board takes action on the agreement.

**General Instructions for Completion of
Public Disclosure of Proposed Collective Bargaining Agreement**

- The certifications should be accompanied by:
 - The fiscal planning assumptions that are used in making the certification.
 - Any qualifying comments made by the Superintendent and/or CBO that speak to the agreement's affordability within the context of the district's entire budget.
- The absence of a certification signature or a check on the "I am unable to certify" line does not prevent a board from taking action on an agreement. However, if a board approves an agreement missing a certification signature or with the "I am unable to certify" checked, it is still expected to adopt the budget revisions needed to pay for the agreement.
- The County Office will process any payroll adjustments reflected in an agreement, even if the Superintendent and/or CBO do not provide certifying signatures. However, the absence of a certification signature or if the "I am unable to certify" box is checked serves as an alert to the County Office to carefully analyze and review the district's ability to fund the agreement.
- Within 45 days of adopting a collective bargaining agreement, or prior to, or with its next interim report submission (or budget submission if the agreement is adopted after the submittal of the district's Second Interim Report), whichever comes first, any budget revisions to the school district's current year budget that are necessary to fulfill the terms of the agreement must be forwarded to the County Office. If a school district does not adopt all of the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the County Superintendent of Schools is required to issue a qualified or negative certification for the district's next interim report (Education Code Section 42142).
- Any concerns regarding the affordability of the agreement in subsequent years should be listed on page 8a following the certification.
- The entire collective bargaining disclosure document, including multiyear projections, the Superintendent/CBO certifications and assumptions, and board actions needed in current and subsequent years, must be reviewed by the board prior to board action on the agreement.
- Certification No. 2 (Section K on Page 9) must be signed by the district Superintendent at the time of public disclosure and submitted with the completed disclosure forms to the County Office.
- After the Governing Board takes action on the proposed agreement, Certification No. 2 must be signed by the Board President or Clerk and re-submitted to the County Office. In the event that a Governing Board modifies a proposed agreement as it was originally disclosed and takes action to approve the agreement, a revised disclosure should also be resubmitted with any revisions made to the agreement clearly indicated.
- The manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the district. Districts may select any or a combination of various methods available for communicating to the public - i.e., notice in newspaper, posted notices, letters to parents, PTA newsletters, etc. Notification, however, must include the public at large and should not be limited to district parents only.

**Specific Instructions for Completion of
Public Disclosure of Proposed Collective Bargaining Agreement**

Data can only be entered into yellow-highlighted cells of the workbook. Enter all numbers as Positive. White cells are locked and cannot be changed; they contain formulas that automatically calculate totals, variances, and percentages.

Section A, Page 1: Proposed Change in Compensation

When you enter the name of the LEA, it will carry to the top of each of the other tabs on the worksheet.

Use the pull-down menu in the cell under "Year 1, Increase/(Decrease)" to change the current year for proposed agreement. This will revise Year 1, 2 and 3 throughout the document.

The total cost *for all funds*, not just the General Fund, is to be reported on page 1. If the agreement includes a retroactive salary change for a prior year and the impact of the change is in the current fiscal year, show the total change of both the prior and current year in the "Year 1" column. Data entered under Year 2 and 3 columns may represent multiyear or overlapping fiscal year agreements as well as Step and Column costs associated with the current year agreement. The data entered for Year 2 and 3 does not flow to other parts of the worksheet.

Line 1 **Salary Schedule, including step and column** - Report only the cost of salaries, excluding statutory and health/welfare benefits.

Annual Cost Prior to Proposed Agreement - Enter the total cost of salaries for the bargaining unit prior to the proposed agreement.

Year 1 - Enter the amount of the proposed salary schedule change.

Line 2 **Other Compensation** - Report only the cost of salaries associated with the cost of other compensation, excluding statutory and health/welfare benefits.

Annual Cost Prior to Proposed Agreement - Enter the total cost of other compensation for the bargaining unit prior to the proposed agreement.

Year 1 - Enter the amount of the proposed change in other compensation.

Description - Indicate specific changes in other compensation for each affected year. For example: One percent off-schedule or \$200/employee.

Line 3 **Statutory Benefits** - Report only the cost of statutory benefits, excluding salaries and health/welfare benefits.

Annual Cost Prior to Proposed Agreement - Enter the total cost of statutory benefits of the bargaining unit prior to the proposed agreement.

Year 1 - Enter the amount of the proposed change in statutory benefits resulting from changes in salaries reported on Lines 1 and 2.

Line 4 **Health/Welfare Plans** - Report only the cost of health/welfare benefits, excluding the cost of salaries and statutory benefits.

Annual Cost Prior to Proposed Agreement - Enter the total cost of health/welfare benefits of the bargaining unit prior to the proposed agreement.

Year 1 - Enter the amount of the proposed change in health/welfare benefits for the affected bargaining unit.

Line 5 **Total Compensation** - Automatically calculated. Year 1 flows to Page 7/#5 (row 1)

Line 6 **Total Number of Represented Employees** - Enter the full-time equivalent (FTE) employees for the affected bargaining unit.

Line 7 **Total Compensation Average Cost per Employee** - Automatically calculated.

**Specific Instructions for Completion of
Public Disclosure of Proposed Collective Bargaining Agreement**

Section A (continued) through Section F, Pages 2 and 3: Answer bargaining unit-specific questions.

**Specific Instructions for Completion of
Public Disclosure of Proposed Collective Bargaining Agreement**

Section G, Pages 4a through 4i: Impact of Proposed Agreement on Current Year Operating Budget, for General Adult Education, Child Development, Cafeteria and Other Funds

- In Column 1, enter projections from the most recent Board Approved budget (AB, 1st Interim, 2nd Interim) by Fund. Please enter the Board meeting date the budget was approved.
- In Column 2, enter Salary and Benefit costs associated with the bargaining agreement(s) being proposed by Fund. The total of amounts entered here for 4a-4h must agree to Total Bargaining Unit Compensation on Page 1/Year 1.
- If other bargaining unit agreements are pending or recently settled, then Column 3 can be used to show the revisions necessary for the other units. Column 4 should reflect the current budget, as adjusted for all agreements.
- Data entered on pages 4a and 4b, "Unrestricted" and "Restricted General Fund," will automatically populate page 4c, "Combined General Fund," as well as to Section H, pages 5a (Unrestricted MYP) and 5b (Restricted MYP)/Column 1.
- On Page 4i, give explanations for entries recorded in Column 3, "Other Revisions," on pages 4a through 4h.

Section H, Pages 5a through 5c: Impact of Proposed Agreement on Subsequent Years

- Current year data pulls from 4a/4b Column 4 to 5a/5b Column 1, respectively.
- Enter Unrestricted and Restricted General Fund data for subsequent fiscal years (Year 2 to Column 2, Year 3 to Column 3) on pages 5a and 5b, respectively. **Use the most current Board Approved MYP plus the cost of the proposed agreement(s) as it affects Unrestricted and Restricted General Fund in Year 2 and Year 3.**
- Any entries to "Other Adjustments" under the Year 2 and Year 3 columns must be explained later in the document.
- REU and Unassigned/Unappropriated reserves flow from 5a to 62a/62b.
- The combined General Fund totals are automatically calculated on page 5c.

Section I, Pages 6: Impact of Proposed Agreement on Unrestricted Reserves

- Line 1a pulls from 5c (sum of Expenditures + Transfers Out) Restricted plus Unrestricted
- Enter data in the yellow-highlighted cells as appropriate.
- Enter your district's reserve level requirement on line 1d.
- Amounts in Lines 2a and 2b pull from 5a (Unrestricted General Fund) for all three years.
- Reserve percentage calculated on Line 2f must exceed Minimum percentage entered on Line 1d. Whether a district meets required reserve levels is automatically determined and displayed on page 6, line 3. Any fiscal year with a "No" result in line 3 requires a response in line 4.

**Specific Instructions for Completion of
Public Disclosure of Proposed Collective Bargaining Agreement**

Section I, Pages 7: Impact of Proposed Agreement on Unrestricted Reserves (Continued)

- #5 - Row 1 pulls from Page 1, "Total Bargaining Unit Compensation", Year 1 which includes costs for all funds. Amount for subsequent rows pulls from 4c-4h, Column 2, "Operating Surplus/Deficit". This determines if all S&B costs were included on Page 1 and agree to costs by fund on subsequent pages. Variance must be explained.
- #6 - Row 1 pulls from 4c/Column 1 ("Before Settlement")/Operating Surplus/Deficit. Subsequent rows pull from 5c/Columns 1-3 ("After Settlement")/Operating Surplus/Deficit. The causes of and plans to address deficit spending, especially for any deficit resulting from or increased by the agreement, must be explained.
- #7 - If "Other Adjustments" expenditure amounts were entered in the multiyear projection (pages 5a and 5b) for the two subsequent years, then an explanation must be provided.

Section J, Pages 8 and 8a: Certification No. 1

- Enter data in yellow-highlighted cells on page 8, as appropriate.

Under Current Year/Budget Adjustment Categories: Data for "Revenues/Transfers In and Other Sources/Contributions" and "Expenditures/Transfers Out and Other Sources" pulls from pages 4c - 4h, Columns 2 and 3.
- Under Subsequent Years/Budget Adjustment Categories: Manually enter data for "Revenues/Transfers In and Other Sources/Contributions" and "Expenditures/Transfers Out and Other Sources". The main source of this data will be respective lines from Page 5c, Combined General Fund MYP, but may also include data from other funds.

Once data is entered, the form should be printed, "I am able to certify" or "I am unable to certify" must be checked and signed by the district Superintendent and Chief Business Official. Submit the signed certification and the completed Public Disclosure to the County Office.
- Use page 8a to list the budget assumptions and address affordability in subsequent years.

Section K, Page 9: Certification No. 2

- Enter data in yellow-highlighted cells on page 9 as appropriate. Once data is entered, the form should be printed, signed and dated by the district Superintendent. The completed disclosure is ready for posting and submission to the County Office. After the the Governing Board meeting, the Board President or Clerk of the Board (district Superintendent) must sign and date Certification No. 2. and submit to the County Office.

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	River Delta Unified School District
Name of Bargaining Unit:	RDUTA and Non-Represented
Certificated, Classified, Other:	Certificated and Classified

The proposed agreement covers the period beginning: **July 1, 2021** and ending: **June 30, 2023**
(date) (date)

The Governing Board will act upon this agreement on: **November 8, 2022**
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement <small>(Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)</small>		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2022-23	2023-24	2024-25
1. Salary Schedule Including Step and Column	\$ 10,111,213	\$ 1,599,149	\$ 234,207	\$ 238,891
		15.82%	2.00%	2.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ 68,800	\$ 34,400	\$ 34,400
Description of Other Compensation		Longevity for RDUTA only		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,033,364	\$ 367,832	\$ 70,440	\$ 71,849
		12.13%	2.07%	2.07%
4. Health/Welfare Plans	\$ 639,144	\$ 548,856	\$ 548,856	\$ 548,856
		85.87%	46.20%	31.60%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 13,783,721	\$ 2,584,637	\$ 887,903	\$ 893,996
		18.75%	5.42%	5.18%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	147.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 93,767	\$ 17,583	\$ 6,040	\$ 6,082
		18.75%	5.42%	5.18%

A. Proposed Change in Compensation (Continued)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The district settled with RDUTA for 7% FY 2021-22 and 10% FY 22-23. Non-represented receive the same compensation. RDUTA received \$800 longevity starting at 15 years and compounds every 5 years thereafter until year 30. This is retroed for 21-22 FY. Employee Benefits went from \$807 to \$1500 monthly.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

N/A

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

The retro for 21-22 including longevity will paid using one-time funding.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No
If yes, please describe the cap amount.

The benefit cap is \$1500 per month

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

The impact is to maintain and attract staff due to staff shortages and make the district competitive. The district's ending balance at UA is \$906,247 more than projected for 22-23 budget development

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

There is not contingency language

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

Funds 01, 11, 12, 13

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Funds 01,11,12,13

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The district will use on-time funding for 21-22 and currently the district has approximately 30% ending GF balance.

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Unrestricted General Fund
RDUTA and Non-Represented**

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 6-28-22 ____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 21,611,984		\$ -	\$ 21,611,984
Federal Revenue	8100-8299	\$ 17,680		\$ -	\$ 17,680
Other State Revenue	8300-8599	\$ 347,179		\$ -	\$ 347,179
Other Local Revenue	8600-8799	\$ 609,479		\$ -	\$ 609,479
TOTAL REVENUES		\$ 22,586,322		\$ -	\$ 22,586,322
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 7,865,290	\$ 1,089,572	\$ 68,800	\$ 9,023,662
Classified Salaries	2000-2999	\$ 2,556,595	\$ 66,909		\$ 2,623,504
Employee Benefits	3000-3999	\$ 3,316,000	\$ 824,600		\$ 4,140,600
Books and Supplies	4000-4999	\$ 867,255		\$ -	\$ 867,255
Services and Other Operating Expenditures	5000-5999	\$ 2,388,594		\$ -	\$ 2,388,594
Capital Outlay	6000-6999	\$ 15,000		\$ -	\$ 15,000
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 78,054		\$ -	\$ 78,054
Transfers of Indirect Costs	7300-7399	\$ (75,504)		\$ -	\$ (75,504)
TOTAL EXPENDITURES		\$ 17,011,284	\$ 1,981,081	\$ 68,800	\$ 19,061,165
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 223,720	\$ -	\$ -	\$ 223,720
Contributions	8980-8999	\$ (4,493,512)	\$ -	\$ -	\$ (4,493,512)
OPERATING SURPLUS (DEFICIT)*		\$ 857,806	\$ (1,981,081)	\$ (68,800)	\$ (1,192,075)
BEGINNING FUND BALANCE					
	9791	\$ 8,328,553			\$ 8,328,553
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 9,186,359	\$ (1,981,081)	\$ (68,800)	\$ 7,136,478
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 15,500	\$ -	\$ -	\$ 15,500
Restricted	9740				
Committed	9750-9760		\$ -	\$ -	\$ -
Assigned	9780		\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 1,437,355	\$ -	\$ -	\$ 1,437,355
Unassigned/Unappropriated Amount	9790	\$ 7,733,504	\$ (1,981,081)	\$ (68,800)	\$ 5,683,623

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund
Bargaining Unit: RDUTA and Non-Represented

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 6-28-22 ____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 4,191,610		\$ -	\$ 4,191,610
Other State Revenue 8300-8599	\$ 2,170,315		\$ -	\$ 2,170,315
Other Local Revenue 8600-8799	\$ 861,545		\$ -	\$ 861,545
TOTAL REVENUES	\$ 7,223,470		\$ -	\$ 7,223,470
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 1,979,830	\$ 356,952	\$ -	\$ 2,336,782
Classified Salaries 2000-2999	\$ 1,671,063	\$ 33,276	\$ -	\$ 1,704,339
Employee Benefits 3000-3999	\$ 1,340,622	\$ 76,357	\$ -	\$ 1,416,979
Books and Supplies 4000-4999	\$ 4,656,686		\$ -	\$ 4,656,686
Services and Other Operating Expenditures 5000-5999	\$ 1,962,332		\$ -	\$ 1,962,332
Capital Outlay 6000-6999	\$ 66,900		\$ -	\$ 66,900
Other Outgo (excluding Indirect Costs) 7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 58,382		\$ -	\$ 58,382
TOTAL EXPENDITURES	\$ 11,735,815	\$ 466,585	\$ -	\$ 12,202,400
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 4,493,512	\$ -	\$ -	\$ 4,493,512
OPERATING SURPLUS (DEFICIT)*	\$ (18,833)	\$ (466,585)	\$ -	\$ (485,418)
BEGINNING FUND BALANCE				
9791	\$ 6,913,108			\$ 6,913,108
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 6,894,275	\$ (466,585)	\$ -	\$ 6,427,690
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 7,281,100	\$ -	\$ -	\$ 7,281,100
Committed 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (386,825)	\$ (466,585)	\$ -	\$ (853,410)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit: **Combined General Fund**
RDUTA and Non-Represented

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 6-28-22 ____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 21,611,984		\$ -	\$ 21,611,984
Federal Revenue	8100-8299	\$ 4,209,290		\$ -	\$ 4,209,290
Other State Revenue	8300-8599	\$ 2,517,494		\$ -	\$ 2,517,494
Other Local Revenue	8600-8799	\$ 1,471,024		\$ -	\$ 1,471,024
TOTAL REVENUES		\$ 29,809,792		\$ -	\$ 29,809,792
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 9,845,120	\$ 1,446,524	\$ 68,800	\$ 11,360,444
Classified Salaries	2000-2999	\$ 4,227,658	\$ 100,185	\$ -	\$ 4,327,843
Employee Benefits	3000-3999	\$ 4,656,622	\$ 900,957	\$ -	\$ 5,557,579
Books and Supplies	4000-4999	\$ 5,523,941		\$ -	\$ 5,523,941
Services and Other Operating Expenditures	5000-5999	\$ 4,350,926		\$ -	\$ 4,350,926
Capital Outlay	6000-6999	\$ 81,900		\$ -	\$ 81,900
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 78,054		\$ -	\$ 78,054
Transfers of Indirect Costs	7300-7399	\$ (17,122)		\$ -	\$ (17,122)
TOTAL EXPENDITURES		\$ 28,747,099	\$ 2,447,666	\$ 68,800	\$ 31,263,565
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 223,720	\$ -	\$ -	\$ 223,720
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 838,973	\$ (2,447,666)	\$ (68,800)	\$ (1,677,493)
BEGINNING FUND BALANCE					
	9791	\$ 15,241,661			\$ 15,241,661
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 16,080,634	\$ (2,447,666)	\$ (68,800)	\$ 13,564,168
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 15,500	\$ -	\$ -	\$ 15,500
Restricted	9740	\$ 7,281,100	\$ -	\$ -	\$ 7,281,100
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 1,437,355	\$ -	\$ -	\$ 1,437,355
Unassigned/Unappropriated Amount	9790	\$ 7,346,679	\$ (2,447,666)	\$ (68,800)	\$ 4,830,213

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit:

RDUTA and Non-Represented

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 6/28/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 92,140		\$ -	\$ 92,140
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ 92,140		\$ -	\$ 92,140
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 20,999	\$ 5,743	\$ -	\$ 26,742
Classified Salaries	2000-2999	\$ 19,919		\$ -	\$ 19,919
Employee Benefits	3000-3999	\$ 23,269	\$ 1,722	\$ -	\$ 24,991
Books and Supplies	4000-4999	\$ 7,826		\$ -	\$ 7,826
Services and Other Operating Expenditures	5000-5999	\$ 16,256		\$ -	\$ 16,256
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 4,271		\$ -	\$ 4,271
TOTAL EXPENDITURES		\$ 92,540	\$ 7,465	\$ -	\$ 100,005
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (400)	\$ (7,465)	\$ -	\$ (7,865)
BEGINNING FUND BALANCE					
	9791	\$ 79,430			\$ 79,430
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 79,030	\$ (7,465)	\$ -	\$ 71,565
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 79,030	\$ (7,465)	\$ -	\$ 71,565

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit:

RDUTA and Non-Represented

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 6-28-22____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
Federal Revenue	8100-8299	\$ 9,600		\$ -	\$ 9,600
Other State Revenue	8300-8599	\$ 278,852		\$ -	\$ 278,852
Other Local Revenue	8600-8799	\$ 250		\$ -	\$ 250
TOTAL REVENUES		\$ 288,702		\$ -	\$ 288,702
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 5,616	\$ 5,575	\$ -	\$ 11,191
Classified Salaries	2000-2999	\$ 174,478		\$ -	\$ 174,478
Employee Benefits	3000-3999	\$ 115,112	\$ 1,673	\$ -	\$ 116,785
Books and Supplies	4000-4999	\$ 1,777		\$ -	\$ 1,777
Services and Other Operating Expenditures	5000-5999	\$ 1,491		\$ -	\$ 1,491
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 12,851		\$ -	\$ 12,851
TOTAL EXPENDITURES		\$ 311,325	\$ 7,248	\$ -	\$ 318,573
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (22,623)	\$ (7,248)	\$ -	\$ (29,871)
BEGINNING FUND BALANCE					
	9791	\$ 762			\$ 762
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ (21,861)	\$ (7,248)	\$ -	\$ (29,109)
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 12,493	\$ -	\$ -	\$ 12,493
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (34,354)	\$ (7,248)	\$ -	\$ (41,602)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit:

RDUTA and Non-Represented

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 6-28-22 ____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 944,116		\$ -	\$ 944,116
Other State Revenue 8300-8599	\$ 47,000		\$ -	\$ 47,000
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ 991,116		\$ -	\$ 991,116
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 280,924	\$ 41,122	\$ -	\$ 322,046
Employee Benefits 3000-3999	\$ 206,392	\$ 12,336	\$ -	\$ 218,728
Books and Supplies 4000-4999	\$ 10,500		\$ -	\$ 10,500
Services and Other Operating Expenditures 5000-5999	\$ 491,300		\$ -	\$ 491,300
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 989,116	\$ 53,458	\$ -	\$ 1,042,574
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 2,000	\$ (53,458)	\$ -	\$ (51,458)
BEGINNING FUND BALANCE				
9791	\$ 178,783			\$ 178,783
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 180,783	\$ (53,458)	\$ -	\$ 127,325
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ -	\$ -	\$ -	\$ -
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 180,783	\$ (53,458)	\$ -	\$ 127,325

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:
Bargaining Unit: **RDUTA and Non-Represented**

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 6-28-22 ____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenues	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services and Other Operating Expenditures	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____
Bargaining Unit: **RDUTA and Non-Represented**

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 6-28-22 ____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services and Other Operating Expenditures	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -		\$ -	\$ -
	7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 68,800	Longivity for 21-22 and 22-23
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

**Unrestricted General Fund MYP
RDUTA and Non-Represented**

Bargaining Unit:

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 21,611,984	\$ 21,813,940	\$ 21,671,745
Federal Revenue 8100-8299	\$ 17,680	\$ 17,680	\$ 17,680
Other State Revenue 8300-8599	\$ 347,179	\$ 347,179	\$ 347,179
Other Local Revenue 8600-8799	\$ 609,479	\$ 609,479	\$ 609,479
TOTAL REVENUES	\$ 22,586,322	\$ 22,788,278	\$ 22,646,083
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 9,023,662	\$ 9,218,979	\$ 9,417,515
Classified Salaries 2000-2999	\$ 2,623,504	\$ 2,636,250	\$ 2,649,250
Employee Benefits 3000-3999	\$ 4,140,600	\$ 4,566,101	\$ 4,992,571
Books and Supplies 4000-4999	\$ 867,255	\$ 867,255	\$ 867,255
Services and Other Operating Expenditures 5000-5999	\$ 2,388,594	\$ 2,460,251	\$ 2,534,059
Capital Outlay 6000-6999	\$ 15,000	\$ 15,000	\$ 15,000
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 78,054	\$ 78,054	\$ 78,054
Transfers of Indirect Costs 7300-7399	\$ (75,504)	\$ (75,504)	\$ (75,504)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 19,061,165	\$ 19,766,386	\$ 20,478,200
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 223,720	\$ 223,720	\$ 223,720
Contributions 8980-8999	\$ (4,493,512)	\$ (4,493,512)	\$ (4,493,512)
OPERATING SURPLUS (DEFICIT)*	\$ (1,192,075)	\$ (1,695,340)	\$ (2,549,349)
BEGINNING FUND BALANCE			
9791	\$ 8,328,553	\$ 7,136,478	\$ 5,441,138
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 7,136,478	\$ 5,441,138	\$ 2,891,789
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 15,500	\$ 15,500	\$ 15,500
Restricted 9740			
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 1,437,355	\$ 1,082,034	\$ 1,106,978
Unassigned/Unappropriated Amount 9790	\$ 5,683,623	\$ 4,343,604	\$ 1,769,311

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

**Restricted General Fund MYP
RDUTA and Non-Represented**

Bargaining Unit:

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ 4,191,610	\$ 870,443	\$ 870,443
Other State Revenue 8300-8599	\$ 2,170,315	\$ 2,170,315	\$ 2,170,315
Other Local Revenue 8600-8799	\$ 861,545	\$ 861,545	\$ 861,545
TOTAL REVENUES	\$ 7,223,470	\$ 3,902,303	\$ 3,902,303
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 2,336,782	\$ 2,392,545	\$ 2,449,424
Classified Salaries 2000-2999	\$ 1,704,339	\$ 1,709,119	\$ 1,713,994
Employee Benefits 3000-3999	\$ 1,416,979	\$ 1,577,069	\$ 1,737,523
Books and Supplies 4000-4999	\$ 4,656,686	\$ 468,940	\$ 468,940
Services and Other Operating Expenditures 5000-5999	\$ 1,962,332	\$ 1,344,738	\$ 1,344,738
Capital Outlay 6000-6999	\$ 66,900	\$ 55,000	\$ 55,000
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 58,382	\$ 58,382	\$ 58,382
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 12,202,400	\$ 7,605,793	\$ 7,828,001
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 4,493,512	\$ 4,493,512	\$ 4,493,512
OPERATING SURPLUS (DEFICIT)*	\$ (485,418)	\$ 790,022	\$ 567,814
BEGINNING FUND BALANCE			
9791	\$ 6,913,108	\$ 6,427,690	\$ 7,217,712
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 6,427,690	\$ 7,217,712	\$ 7,785,526
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 7,281,100	\$ 3,717,743	\$ 386,657
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (853,410)	\$ 3,499,969	\$ 7,398,869

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: **RDUTA and Non-Represented**

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 21,611,984	\$ 21,813,940	\$ 21,671,745
Federal Revenue 8100-8299	\$ 4,209,290	\$ 888,123	\$ 888,123
Other State Revenue 8300-8599	\$ 2,517,494	\$ 2,517,494	\$ 2,517,494
Other Local Revenue 8600-8799	\$ 1,471,024	\$ 1,471,024	\$ 1,471,024
TOTAL REVENUES	\$ 29,809,792	\$ 26,690,581	\$ 26,548,386
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 11,360,444	\$ 11,611,524	\$ 11,866,939
Classified Salaries 2000-2999	\$ 4,327,843	\$ 4,345,369	\$ 4,363,244
Employee Benefits 3000-3999	\$ 5,557,579	\$ 6,143,170	\$ 6,730,094
Books and Supplies 4000-4999	\$ 5,523,941	\$ 1,336,195	\$ 1,336,195
Services and Other Operating Expenditures 5000-5999	\$ 4,350,926	\$ 3,804,989	\$ 3,878,797
Capital Outlay 6000-6999	\$ 81,900	\$ 70,000	\$ 70,000
Other Outgo (excuding Indirect Costs) 7100-7299 7400-7499	\$ 78,054	\$ 78,054	\$ 78,054
Transfers of Indirect Costs 7300-7399	\$ (17,122)	\$ (17,122)	\$ (17,122)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 31,263,565	\$ 27,372,179	\$ 28,306,201
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 223,720	\$ 223,720	\$ 223,720
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (1,677,493)	\$ (905,318)	\$ (1,981,535)
BEGINNING FUND BALANCE			
9791	\$ 15,241,661	\$ 13,564,168	\$ 12,658,850
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 13,564,168	\$ 12,658,850	\$ 10,677,315
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 15,500	\$ 15,500	\$ 15,500
Restricted 9740	\$ 7,281,100	\$ 3,717,743	\$ 386,657
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 1,437,355	\$ 1,082,034	\$ 1,106,978
Unassigned/Unappropriated Amount 9790	\$ 4,830,213	\$ 7,843,573	\$ 9,168,180

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2022-23	2023-24	2024-25
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 31,487,285	\$ 27,595,899	\$ 28,529,921
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 31,487,285	\$ 27,595,899	\$ 28,529,921
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	5.00%	5.00%	5.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 1,574,364	\$ 1,379,795	\$ 1,426,496

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,437,355	\$ 1,082,034	\$ 1,106,978
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 5,683,623	\$ 4,343,604	\$ 1,769,311
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 7,120,978	\$ 5,425,638	\$ 2,876,289
f.	Reserve for Economic Uncertainties Percentage	22.62%	19.66%	10.08%

3. Do unrestricted reserves meet the state minimum reserve amount?

2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES (CONTINUED)

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 2,584,637
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (2,447,666)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (7,465)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (7,248)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (53,458)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (2,515,837)

Variance \$ 68,800

Variance Explanation:

GF decrease will be covered by ending fund balance. Adult Ed will be covered by ending fund balance. Child development needs to have corrections made at 1st interim, otherwise it will be a GF contribution. Cafeteria will be covered by ending fund balance.

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 838,973	2.9%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (1,677,493)	(5.3%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (905,318)	(3.3%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (1,981,535)	(6.9%)	onte-time funding is gone

Deficit Reduction Plan (as necessary):

The district will monitor deficit spending in subsequent FY

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the _____ River Delta Joint Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from _____ July 1, 2021 _____ to _____ June 30, 2023 _____.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Transfers In and Other Sources/Contributions
 Expenditures/Transfers Out and Other Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 2,584,637
Ending Balance(s) Increase/(Decrease)	\$ (2,584,637)

Subsequent Years

Budget Adjustment Categories:

Revenues/Transfers In and Other Sources/Contributions
 Expenditures/Transfers Out and Other Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ -
Ending Balance(s) Increase/(Decrease)	\$ -

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

____ I hereby certify ____ I am unable to certify

District Superintendent
 (Signature)

Date

____ I hereby certify ____ I am unable to certify

Chief Business Official
 (Signature)

Date

Special Note: The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Restricted fund will be corrected at 1st interim. Only employees still employed with the district at board adoption will receive t
retro back to 21-22

Concerns regarding affordability of agreement in subsequent years (if any):

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 Joint Unified School District

District Name

**District Superintendent
(Signature)**

Tammy Busch, Asst. Supt. of Business Services

Contact Person

Date

707-374-1715

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on _____ November 8, 2022 _____, took action to approve the proposed agreement with the _____ RDUTA and Non-Represented _____ 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: November 8, 2022

Attachments: X

From: Tammy Busch, Asst. Superintendent, Business

Item Number: 16

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

SUBJECT:

River Delta Unified School District has entered into a Memorandum of Understanding (MOU) with California State Employees Association (CSEA) Chapter #319 for Salaries and Benefits for 2022-23. 10% on the Salary Schedule for 2022-23 and Health Benefit Cap increase to \$1,500 per Month.

BACKGROUND:

The District and CSEA have entered into a MOU for 2022-23 which settles Salary and Benefits for FY 2022-23. CSEA bargaining members voted on October 10, 2022 to approve MOU. Salary disclosure has been submitted to Sacramento County Office of Education (SCOE). SCOE approved the salary disclosure on 10/31/2022.

STATUS:

The cost to the District for CSEA in salary and benefits is approximately \$922,902. The ongoing cost for salaries and benefits is approximately \$523,733.

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

The change to the salary schedules will be funded through General Fund, Adult Education, Child Development, and Cafeteria.

RECOMMENDATION:

The Board approves the 10% on the salary schedule for 2022-23 and the health benefit cap of \$1,500 per month.

Time allocated: 5 minutes

**Memorandum of Understanding
Between
River Delta Unified School District ("District")
and
California School Employees Association
And Its River Delta Chapter #319 ("CSEA")**

**Salary and HW Contribution Increase for 2022-2023
September 26, 2022**

Pending the River Delta Unified School District Board approval on the salary increase and the health and welfare benefits contribution increase, effective July 1, 2022, each cell of the CSEA salary schedule shall be increased by 10% for the 2022 – 2023 school year.

CSEA bargaining unit members employed by the District as of the date the District's Board of Trustees approves this retroactive salary increase based on their actual date of employment. Payments may require proration.

Any former CSEA bargaining unit members who retired between July 1, 2022, and the date that the District's Board of Trustees approves this retroactive salary increase, will also receive retro pay based on their actual dates of employment. Payments may require proration.

The cap on the District's contribution rate for health benefit premiums is increased from \$807 monthly to \$1,500 monthly as of the first month after the District's Board of Trustees approves this increase.


The terms and condition of this agreement are non-precedent setting.


River Delta Unified School District

**California School Employees Association, River
Delta Chapter 319**

 9/20/22
Katherine Wright, Superintendent Date

 09-29-22
David Groves, Chapter President Date

 9.29.22
Tammy Busch, Asst. Superintendent Date

 9/28/22
Carol Black, CSEA LRR Date

General Instructions for Completion of Public Disclosure of Proposed Collective Bargaining Agreement

- Pursuant to GC 3540.2 (a), districts with qualified or negative certifications are required to submit a disclosure. However, Sacramento County Office of Education (County Office) requires all districts to submit a disclosure for bargaining units and unrepresented groups. In addition, pursuant to GC 3540.2 (d) a school district shall provide the county superintendent of schools, upon request, with all relevant information to provide an understanding of the financial impact of any final collective bargaining agreement reached pursuant to GC Section 3543.2 and 3547.5. All proposed bargaining agreements, including zero compensation, freezes, rollbacks, furlough days, stipends, benefit modifications and re-openers, must be disclosed.
- Please submit this form to the County Superintendent of Schools **at least ten (10) working days prior** to the date on which the Governing Board will take action on the proposed bargaining agreement. The information must also be available to the public prior to the Board date in accordance with the Brown Act.
- Attach a copy of the proposed bargaining agreement to each disclosure form.
- We prefer that a separate disclosure form is completed for each bargaining unit. However, if two or more units are settled concurrently with similar terms, it is allowable to combine them on one disclosure form.
- Figures in the “Annual Cost Prior to Proposed Agreement” column on page 1 of the disclosure form should reflect the current fiscal year cost data before the agreement, even if the estimated salary changes were included in the adopted budget.
- In the “Year 1” column on page 1 of the disclosure form, show the incremental change resulting from the proposed agreement for the fiscal year in which the contract is first effective. If the agreement includes a retroactive salary change for a prior year and the impact of the change is in the current fiscal year, show the total change of both the prior and current year in the "Year 1" column.
- To ensure full disclosure, such as for agreements where salary changes may not be effective for a full year, explain the terms of the agreement beginning on the top of page 2 of the disclosure form.
- Use Section G on pages 4a through 4c for the General Fund and the four columns designated to show “Latest Board Approved Budget Before Settlement” (Adopted Budget, 1st Interim or 2nd Interim), Adjustments as a Result of Settlement,” “Other Revisions,” and “Total Revised Budget” for the fiscal year being settled.
- Pages 4d through 4h of Section G are to be used if the source of funding for an agreement includes funds **other than** the General Fund.
- Proposed agreements must be disclosed **any time a contract is reopened**. This is especially true when multiyear agreements are formula-driven, as in the case when they are tied to projected cost-of-living adjustments in the subsequent years. Once an actual percentage and dollar change is determined, **the resulting salary and benefit cost impact must be disclosed**.
- Certification No. 1 (Section J on Page 8) must be signed by the District Superintendent and Chief Business Official (CBO) at the time of public disclosure. "I hereby certify" or "I am unable to certify" must be checked by both signers.
 - The Superintendent’s and CBO’s certifications are meant to be independent of one another.
 - The certifications serve as additional information provided to the board regarding the affordability of the proposed agreement **before** the board takes action on the agreement.

**General Instructions for Completion of
Public Disclosure of Proposed Collective Bargaining Agreement**

- The certifications should be accompanied by:
 - The fiscal planning assumptions that are used in making the certification.
 - Any qualifying comments made by the Superintendent and/or CBO that speak to the agreement's affordability within the context of the district's entire budget.
- The absence of a certification signature or a check on the "I am unable to certify" line does not prevent a board from taking action on an agreement. However, if a board approves an agreement missing a certification signature or with the "I am unable to certify" checked, it is still expected to adopt the budget revisions needed to pay for the agreement.
- The County Office will process any payroll adjustments reflected in an agreement, even if the Superintendent and/or CBO do not provide certifying signatures. However, the absence of a certification signature or if the "I am unable to certify" box is checked serves as an alert to the County Office to carefully analyze and review the district's ability to fund the agreement.
- Within 45 days of adopting a collective bargaining agreement, or prior to, or with its next interim report submission (or budget submission if the agreement is adopted after the submittal of the district's Second Interim Report), whichever comes first, any budget revisions to the school district's current year budget that are necessary to fulfill the terms of the agreement must be forwarded to the County Office. If a school district does not adopt all of the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the County Superintendent of Schools is required to issue a qualified or negative certification for the district's next interim report (Education Code Section 42142).
- Any concerns regarding the affordability of the agreement in subsequent years should be listed on page 8a following the certification.
- The entire collective bargaining disclosure document, including multiyear projections, the Superintendent/CBO certifications and assumptions, and board actions needed in current and subsequent years, must be reviewed by the board prior to board action on the agreement.
- Certification No. 2 (Section K on Page 9) must be signed by the district Superintendent at the time of public disclosure and submitted with the completed disclosure forms to the County Office.
- After the Governing Board takes action on the proposed agreement, Certification No. 2 must be signed by the Board President or Clerk and re-submitted to the County Office. In the event that a Governing Board modifies a proposed agreement as it was originally disclosed and takes action to approve the agreement, a revised disclosure should also be resubmitted with any revisions made to the agreement clearly indicated.
- The manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the district. Districts may select any or a combination of various methods available for communicating to the public - i.e., notice in newspaper, posted notices, letters to parents, PTA newsletters, etc. Notification, however, must include the public at large and should not be limited to district parents only.

**Specific Instructions for Completion of
Public Disclosure of Proposed Collective Bargaining Agreement**

Data can only be entered into yellow-highlighted cells of the workbook. Enter all numbers as Positive. White cells are locked and cannot be changed; they contain formulas that automatically calculate totals, variances, and percentages.

Section A, Page 1: Proposed Change in Compensation

When you enter the name of the LEA, it will carry to the top of each of the other tabs on the worksheet.

Use the pull-down menu in the cell under "Year 1, Increase/(Decrease)" to change the current year for proposed agreement. This will revise Year 1, 2 and 3 throughout the document.

The total cost *for all funds*, not just the General Fund, is to be reported on page 1. If the agreement includes a retroactive salary change for a prior year and the impact of the change is in the current fiscal year, show the total change of both the prior and current year in the "Year 1" column. Data entered under Year 2 and 3 columns may represent multiyear or overlapping fiscal year agreements as well as Step and Column costs associated with the current year agreement. The data entered for Year 2 and 3 does not flow to other parts of the worksheet.

Line 1 **Salary Schedule, including step and column** - Report only the cost of salaries, excluding statutory and health/welfare benefits.

Annual Cost Prior to Proposed Agreement - Enter the total cost of salaries for the bargaining unit prior to the proposed agreement.

Year 1 - Enter the amount of the proposed salary schedule change.

Line 2 **Other Compensation** - Report only the cost of salaries associated with the cost of other compensation, excluding statutory and health/welfare benefits.

Annual Cost Prior to Proposed Agreement - Enter the total cost of other compensation for the bargaining unit prior to the proposed agreement.

Year 1 - Enter the amount of the proposed change in other compensation.

Description - Indicate specific changes in other compensation for each affected year. For example: One percent off-schedule or \$200/employee.

Line 3 **Statutory Benefits** - Report only the cost of statutory benefits, excluding salaries and health/welfare benefits.

Annual Cost Prior to Proposed Agreement - Enter the total cost of statutory benefits of the bargaining unit prior to the proposed agreement.

Year 1 - Enter the amount of the proposed change in statutory benefits resulting from changes in salaries reported on Lines 1 and 2.

Line 4 **Health/Welfare Plans** - Report only the cost of health/welfare benefits, excluding the cost of salaries and statutory benefits.

Annual Cost Prior to Proposed Agreement - Enter the total cost of health/welfare benefits of the bargaining unit prior to the proposed agreement.

Year 1 - Enter the amount of the proposed change in health/welfare benefits for the affected bargaining unit.

Line 5 **Total Compensation** - Automatically calculated. Year 1 flows to Page 7/#5 (row 1)

Line 6 **Total Number of Represented Employees** - Enter the full-time equivalent (FTE) employees for the affected bargaining unit.

Line 7 **Total Compensation Average Cost per Employee** - Automatically calculated.

**Specific Instructions for Completion of
Public Disclosure of Proposed Collective Bargaining Agreement**

Section A (continued) through Section F, Pages 2 and 3: Answer bargaining unit-specific questions.

**Specific Instructions for Completion of
Public Disclosure of Proposed Collective Bargaining Agreement**

Section G, Pages 4a through 4i: Impact of Proposed Agreement on Current Year Operating Budget, for General Adult Education, Child Development, Cafeteria and Other Funds

- In Column 1, enter projections from the most recent Board Approved budget (AB, 1st Interim, 2nd Interim) by Fund. Please enter the Board meeting date the budget was approved.
- In Column 2, enter Salary and Benefit costs associated with the bargaining agreement(s) being proposed by Fund. The total of amounts entered here for 4a-4h must agree to Total Bargaining Unit Compensation on Page 1/Year 1.
- If other bargaining unit agreements are pending or recently settled, then Column 3 can be used to show the revisions necessary for the other units. Column 4 should reflect the current budget, as adjusted for all agreements.
- Data entered on pages 4a and 4b, "Unrestricted" and "Restricted General Fund," will automatically populate page 4c, "Combined General Fund," as well as to Section H, pages 5a (Unrestricted MYP) and 5b (Restricted MYP)/Column 1.
- On Page 4i, give explanations for entries recorded in Column 3, "Other Revisions," on pages 4a through 4h.

Section H, Pages 5a through 5c: Impact of Proposed Agreement on Subsequent Years

- Current year data pulls from 4a/4b Column 4 to 5a/5b Column 1, respectively.
- Enter Unrestricted and Restricted General Fund data for subsequent fiscal years (Year 2 to Column 2, Year 3 to Column 3) on pages 5a and 5b, respectively. **Use the most current Board Approved MYP plus the cost of the proposed agreement(s) as it affects Unrestricted and Restricted General Fund in Year 2 and Year 3.**
- Any entries to "Other Adjustments" under the Year 2 and Year 3 columns must be explained later in the document.
- REU and Unassigned/Unappropriated reserves flow from 5a to 62a/62b.
- The combined General Fund totals are automatically calculated on page 5c.

Section I, Pages 6: Impact of Proposed Agreement on Unrestricted Reserves

- Line 1a pulls from 5c (sum of Expenditures + Transfers Out) Restricted plus Unrestricted
- Enter data in the yellow-highlighted cells as appropriate.
- Enter your district's reserve level requirement on line 1d.
- Amounts in Lines 2a and 2b pull from 5a (Unrestricted General Fund) for all three years.
- Reserve percentage calculated on Line 2f must exceed Minimum percentage entered on Line 1d. Whether a district meets required reserve levels is automatically determined and displayed on page 6, line 3. Any fiscal year with a "No" result in line 3 requires a response in line 4.

**Specific Instructions for Completion of
Public Disclosure of Proposed Collective Bargaining Agreement**

Section I, Pages 7: Impact of Proposed Agreement on Unrestricted Reserves (Continued)

- #5 - Row 1 pulls from Page 1, "Total Bargaining Unit Compensation", Year 1 which includes costs for all funds. Amount for subsequent rows pulls from 4c-4h, Column 2, "Operating Surplus/Deficit". This determines if all S&B costs were included on Page 1 and agree to costs by fund on subsequent pages. Variance must be explained.
- #6 - Row 1 pulls from 4c/Column 1 ("Before Settlement")/Operating Surplus/Deficit. Subsequent rows pull from 5c/Columns 1-3 ("After Settlement")/Operating Surplus/Deficit. The causes of and plans to address deficit spending, especially for any deficit resulting from or increased by the agreement, must be explained.
- #7 - If "Other Adjustments" expenditure amounts were entered in the multiyear projection (pages 5a and 5b) for the two subsequent years, then an explanation must be provided.

Section J, Pages 8 and 8a: Certification No. 1

- Enter data in yellow-highlighted cells on page 8, as appropriate.

Under Current Year/Budget Adjustment Categories: Data for "Revenues/Transfers In and Other Sources/Contributions" and "Expenditures/Transfers Out and Other Sources" pulls from pages 4c - 4h, Columns 2 and 3.
- Under Subsequent Years/Budget Adjustment Categories: Manually enter data for "Revenues/Transfers In and Other Sources/Contributions" and "Expenditures/Transfers Out and Other Sources". The main source of this data will be respective lines from Page 5c, Combined General Fund MYP, but may also include data from other funds.

Once data is entered, the form should be printed, "I am able to certify" or "I am unable to certify" must be checked and signed by the district Superintendent and Chief Business Official. Submit the signed certification and the completed Public Disclosure to the County Office.
- Use page 8a to list the budget assumptions and address affordability in subsequent years.

Section K, Page 9: Certification No. 2

- Enter data in yellow-highlighted cells on page 9 as appropriate. Once data is entered, the form should be printed, signed and dated by the district Superintendent. The completed disclosure is ready for posting and submission to the County Office. After the the Governing Board meeting, the Board President or Clerk of the Board (district Superintendent) must sign and date Certification No. 2. and submit to the County Office.

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	River Delta Unified School District
Name of Bargaining Unit:	CSEA
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning: **July 1, 2022** and ending: **June 30, 2023**
(date) (date)

The Governing Board will act upon this agreement on: **November 8, 2022**
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement <small>(Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)</small>		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2022-23	2023-24	2024-25
1. Salary Schedule Including Step and Column	\$ 3,773,933	\$ 377,393	\$ 83,026	\$ 84,687
		10.00%	2.00%	2.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -			
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,132,180	\$ 129,709	\$ 24,907	\$ 25,406
		11.46%	1.97%	1.97%
4. Health/Welfare Plans	\$ 484,200	\$ 415,800	\$ 415,800	\$ 415,800
		85.87%	46.20%	31.60%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 5,390,313	\$ 922,902	\$ 523,733	\$ 525,893
		17.12%	8.30%	7.69%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	100.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 53,903	\$ 9,229	\$ 5,237	\$ 5,259
		17.12%	8.30%	7.69%

A. Proposed Change in Compensation (Continued)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The district settled with CSEA 10% FY 22-23. Employee Benefits went from \$807 to \$1500 monthly.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

N/A

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No
If yes, please describe the cap amount.

The benefit cap is \$1500 per month

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

The impact is to maintain and attract staff due to staff shortages and make the district competitive. The district's ending balance at UA is \$906,247 more than projected for 22-23 budget development

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

There is not contingency language

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

Funds 01, 11, 12, 13

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Funds 01,11,12,13

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The district has approximately 30% ending GF balance.

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit:

CSEA

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 6-28-22 ____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 21,611,984		\$ -	\$ 21,611,984
Federal Revenue	8100-8299	\$ 17,680		\$ -	\$ 17,680
Other State Revenue	8300-8599	\$ 347,179		\$ -	\$ 347,179
Other Local Revenue	8600-8799	\$ 609,479		\$ -	\$ 609,479
TOTAL REVENUES		\$ 22,586,322		\$ -	\$ 22,586,322
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 7,865,290			\$ 7,865,290
Classified Salaries	2000-2999	\$ 2,556,595	\$ 238,534		\$ 2,795,129
Employee Benefits	3000-3999	\$ 3,316,000	\$ 318,990		\$ 3,634,990
Books and Supplies	4000-4999	\$ 867,255		\$ -	\$ 867,255
Services and Other Operating Expenditures	5000-5999	\$ 2,388,594		\$ -	\$ 2,388,594
Capital Outlay	6000-6999	\$ 15,000		\$ -	\$ 15,000
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 78,054		\$ -	\$ 78,054
Transfers of Indirect Costs	7300-7399	\$ (75,504)		\$ -	\$ (75,504)
TOTAL EXPENDITURES		\$ 17,011,284	\$ 557,524	\$ -	\$ 17,568,808
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 223,720	\$ -	\$ -	\$ 223,720
Contributions	8980-8999	\$ (4,493,512)	\$ -	\$ -	\$ (4,493,512)
OPERATING SURPLUS (DEFICIT)*		\$ 857,806	\$ (557,524)	\$ -	\$ 300,282
BEGINNING FUND BALANCE					
	9791	\$ 8,328,553			\$ 8,328,553
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 9,186,359	\$ (557,524)	\$ -	\$ 8,628,835
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 15,500	\$ -	\$ -	\$ 15,500
Restricted	9740				
Committed	9750-9760		\$ -	\$ -	\$ -
Assigned	9780		\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 1,437,355	\$ -	\$ -	\$ 1,437,355
Unassigned/Unappropriated Amount	9790	\$ 7,733,504	\$ (557,524)	\$ -	\$ 7,175,980

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Restricted General Fund
CSEA**

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 6-28-22 ____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 4,191,610		\$ -	\$ 4,191,610
Other State Revenue	8300-8599	\$ 2,170,315		\$ -	\$ 2,170,315
Other Local Revenue	8600-8799	\$ 861,545		\$ -	\$ 861,545
TOTAL REVENUES		\$ 7,223,470		\$ -	\$ 7,223,470
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 1,979,830		\$ -	\$ 1,979,830
Classified Salaries	2000-2999	\$ 1,671,063	\$ 100,534	\$ -	\$ 1,771,597
Employee Benefits	3000-3999	\$ 1,340,622	\$ 165,126	\$ -	\$ 1,505,748
Books and Supplies	4000-4999	\$ 4,656,686		\$ -	\$ 4,656,686
Services and Other Operating Expenditures	5000-5999	\$ 1,962,332		\$ -	\$ 1,962,332
Capital Outlay	6000-6999	\$ 66,900		\$ -	\$ 66,900
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 58,382		\$ -	\$ 58,382
TOTAL EXPENDITURES		\$ 11,735,815	\$ 265,660	\$ -	\$ 12,001,475
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 4,493,512	\$ -	\$ -	\$ 4,493,512
OPERATING SURPLUS (DEFICIT)*		\$ (18,833)	\$ (265,660)	\$ -	\$ (284,493)
BEGINNING FUND BALANCE					
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 6,894,275	\$ (265,660)	\$ -	\$ 6,628,615
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 7,281,100	\$ -	\$ -	\$ 7,281,100
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (386,825)	\$ (265,660)	\$ -	\$ (652,485)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit:

CSEA

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 6-28-22 ____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ 21,611,984		\$ -	\$ 21,611,984
Federal Revenue	8100-8299	\$ 4,209,290		\$ -	\$ 4,209,290
Other State Revenue	8300-8599	\$ 2,517,494		\$ -	\$ 2,517,494
Other Local Revenue	8600-8799	\$ 1,471,024		\$ -	\$ 1,471,024
TOTAL REVENUES		\$ 29,809,792		\$ -	\$ 29,809,792
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 9,845,120	\$ -	\$ -	\$ 9,845,120
Classified Salaries	2000-2999	\$ 4,227,658	\$ 339,068	\$ -	\$ 4,566,726
Employee Benefits	3000-3999	\$ 4,656,622	\$ 484,116	\$ -	\$ 5,140,738
Books and Supplies	4000-4999	\$ 5,523,941		\$ -	\$ 5,523,941
Services and Other Operating Expenditures	5000-5999	\$ 4,350,926		\$ -	\$ 4,350,926
Capital Outlay	6000-6999	\$ 81,900		\$ -	\$ 81,900
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 78,054		\$ -	\$ 78,054
	7400-7499				
Transfers of Indirect Costs	7300-7399	\$ (17,122)		\$ -	\$ (17,122)
TOTAL EXPENDITURES		\$ 28,747,099	\$ 823,184	\$ -	\$ 29,570,283
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 223,720	\$ -	\$ -	\$ 223,720
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 838,973	\$ (823,184)	\$ -	\$ 15,789
BEGINNING FUND BALANCE					
	9791	\$ 15,241,661			\$ 15,241,661
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 16,080,634	\$ (823,184)	\$ -	\$ 15,257,450
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 15,500	\$ -	\$ -	\$ 15,500
Restricted	9740	\$ 7,281,100	\$ -	\$ -	\$ 7,281,100
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 1,437,355	\$ -	\$ -	\$ 1,437,355
Unassigned/Unappropriated Amount	9790	\$ 7,346,679	\$ (823,184)	\$ -	\$ 6,523,495

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit:

CSEA

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 6/28/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 92,140		\$ -	\$ 92,140
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ 92,140		\$ -	\$ 92,140
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 20,999		\$ -	\$ 20,999
Classified Salaries	2000-2999	\$ 19,919	\$ 1,780	\$ -	\$ 21,699
Employee Benefits	3000-3999	\$ 23,269	\$ 534	\$ -	\$ 23,803
Books and Supplies	4000-4999	\$ 7,826		\$ -	\$ 7,826
Services and Other Operating Expenditures	5000-5999	\$ 16,256		\$ -	\$ 16,256
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 4,271		\$ -	\$ 4,271
TOTAL EXPENDITURES		\$ 92,540	\$ 2,314	\$ -	\$ 94,854
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (400)	\$ (2,314)	\$ -	\$ (2,714)
BEGINNING FUND BALANCE					
	9791	\$ 79,430			\$ 79,430
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 79,030	\$ (2,314)	\$ -	\$ 76,716
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 79,030	\$ (2,314)	\$ -	\$ 76,716

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit:

CSEA

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 6-28-22____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
Federal Revenue	8100-8299	\$ 9,600		\$ -	\$ 9,600
Other State Revenue	8300-8599	\$ 278,852		\$ -	\$ 278,852
Other Local Revenue	8600-8799	\$ 250		\$ -	\$ 250
TOTAL REVENUES		\$ 288,702		\$ -	\$ 288,702
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 5,616		\$ -	\$ 5,616
Classified Salaries	2000-2999	\$ 174,478	\$ 7,488	\$ -	\$ 181,966
Employee Benefits	3000-3999	\$ 115,112	\$ 10,562	\$ -	\$ 125,674
Books and Supplies	4000-4999	\$ 1,777		\$ -	\$ 1,777
Services and Other Operating Expenditures	5000-5999	\$ 1,491		\$ -	\$ 1,491
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 12,851		\$ -	\$ 12,851
TOTAL EXPENDITURES		\$ 311,325	\$ 18,050	\$ -	\$ 329,375
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (22,623)	\$ (18,050)	\$ -	\$ (40,673)
BEGINNING FUND BALANCE					
	9791	\$ 762			\$ 762
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ (21,861)	\$ (18,050)	\$ -	\$ (39,911)
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 12,493	\$ -	\$ -	\$ 12,493
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (34,354)	\$ (18,050)	\$ -	\$ (52,404)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit:

CSEA

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 6-28-22 ____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 944,116		\$ -	\$ 944,116
Other State Revenue	8300-8599	\$ 47,000		\$ -	\$ 47,000
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ 991,116		\$ -	\$ 991,116
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 280,924	\$ 29,055	\$ -	\$ 309,979
Employee Benefits	3000-3999	\$ 206,392	\$ 50,297	\$ -	\$ 256,689
Books and Supplies	4000-4999	\$ 10,500		\$ -	\$ 10,500
Services and Other Operating Expenditures	5000-5999	\$ 491,300		\$ -	\$ 491,300
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ 989,116	\$ 79,352	\$ -	\$ 1,068,468
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 2,000	\$ (79,352)	\$ -	\$ (77,352)
BEGINNING FUND BALANCE					
	9791	\$ 178,783			\$ 178,783
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 180,783	\$ (79,352)	\$ -	\$ 101,431
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 180,783	\$ (79,352)	\$ -	\$ 101,431

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:
Bargaining Unit: **CSEA**

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 6-28-22 ____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenues	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services and Other Operating Expenditures	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -		\$ -	\$ -
	7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____
Bargaining Unit: **CSEA**

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 6-28-22 ____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services and Other Operating Expenditures	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	Longivity for 21-22 and 22-23
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit:

CSEA

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 21,611,984	\$ 21,813,940	\$ 21,671,745
Federal Revenue 8100-8299	\$ 17,680	\$ 17,680	\$ 17,680
Other State Revenue 8300-8599	\$ 347,179	\$ 347,179	\$ 347,179
Other Local Revenue 8600-8799	\$ 609,479	\$ 609,479	\$ 609,479
TOTAL REVENUES	\$ 22,586,322	\$ 22,788,278	\$ 22,646,083
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 7,865,290	\$ 8,118,332	\$ 8,280,698
Classified Salaries 2000-2999	\$ 2,795,129	\$ 2,842,454	\$ 2,890,726
Employee Benefits 3000-3999	\$ 3,634,990	\$ 3,649,187	\$ 3,663,668
Books and Supplies 4000-4999	\$ 867,255	\$ 867,255	\$ 867,255
Services and Other Operating Expenditures 5000-5999	\$ 2,388,594	\$ 2,460,251	\$ 2,534,059
Capital Outlay 6000-6999	\$ 15,000	\$ 15,000	\$ 15,000
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 78,054	\$ 78,054	\$ 78,054
Transfers of Indirect Costs 7300-7399	\$ (75,504)	\$ (75,504)	\$ (75,504)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 17,568,808	\$ 17,955,029	\$ 18,253,956
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 223,720	\$ 223,720	\$ 223,720
Contributions 8980-8999	\$ (4,493,512)	\$ (4,493,512)	\$ (4,493,512)
OPERATING SURPLUS (DEFICIT)*	\$ 300,282	\$ 116,017	\$ (325,105)
BEGINNING FUND BALANCE			
9791	\$ 8,328,553	\$ 8,628,835	\$ 8,744,852
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 8,628,835	\$ 8,744,852	\$ 8,419,747
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 15,500	\$ 15,500	\$ 15,500
Restricted 9740			
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 1,437,355	\$ 1,082,034	\$ 1,106,978
Unassigned/Unappropriated Amount 9790	\$ 7,175,980	\$ 7,647,318	\$ 7,297,269

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit:

CSEA

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ 4,191,610	\$ 870,443	\$ 870,443
Other State Revenue 8300-8599	\$ 2,170,315	\$ 2,170,315	\$ 2,170,315
Other Local Revenue 8600-8799	\$ 861,545	\$ 861,545	\$ 861,545
TOTAL REVENUES	\$ 7,223,470	\$ 3,902,303	\$ 3,902,303
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 1,979,830	\$ 2,842,900	\$ 2,899,758
Classified Salaries 2000-2999	\$ 1,771,597	\$ 1,799,825	\$ 1,828,619
Employee Benefits 3000-3999	\$ 1,505,748	\$ 1,514,216	\$ 1,522,854
Books and Supplies 4000-4999	\$ 4,656,686	\$ 468,940	\$ 468,940
Services and Other Operating Expenditures 5000-5999	\$ 1,962,332	\$ 1,344,738	\$ 1,344,738
Capital Outlay 6000-6999	\$ 66,900	\$ 55,000	\$ 55,000
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 58,382	\$ 58,382	\$ 58,382
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 12,001,475	\$ 8,084,001	\$ 8,178,291
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 4,493,512	\$ 4,493,512	\$ 4,493,512
OPERATING SURPLUS (DEFICIT)*	\$ (284,493)	\$ 311,814	\$ 217,524
BEGINNING FUND BALANCE			
9791	\$ 6,913,108	\$ 6,628,615	\$ 6,940,429
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 6,628,615	\$ 6,940,429	\$ 7,157,953
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 7,281,100	\$ 3,717,743	\$ 386,657
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (652,485)	\$ 3,222,686	\$ 6,771,296

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: CSEA

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 21,611,984	\$ 21,813,940	\$ 21,671,745
Federal Revenue 8100-8299	\$ 4,209,290	\$ 888,123	\$ 888,123
Other State Revenue 8300-8599	\$ 2,517,494	\$ 2,517,494	\$ 2,517,494
Other Local Revenue 8600-8799	\$ 1,471,024	\$ 1,471,024	\$ 1,471,024
TOTAL REVENUES	\$ 29,809,792	\$ 26,690,581	\$ 26,548,386
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 9,845,120	\$ 10,961,232	\$ 11,180,456
Classified Salaries 2000-2999	\$ 4,566,726	\$ 4,642,279	\$ 4,719,345
Employee Benefits 3000-3999	\$ 5,140,738	\$ 5,163,403	\$ 5,186,522
Books and Supplies 4000-4999	\$ 5,523,941	\$ 1,336,195	\$ 1,336,195
Services and Other Operating Expenditures 5000-5999	\$ 4,350,926	\$ 3,804,989	\$ 3,878,797
Capital Outlay 6000-6999	\$ 81,900	\$ 70,000	\$ 70,000
Other Outgo (excuding Indirect Costs) 7100-7299 7400-7499	\$ 78,054	\$ 78,054	\$ 78,054
Transfers of Indirect Costs 7300-7399	\$ (17,122)	\$ (17,122)	\$ (17,122)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 29,570,283	\$ 26,039,030	\$ 26,432,247
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 223,720	\$ 223,720	\$ 223,720
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 15,789	\$ 427,831	\$ (107,581)
BEGINNING FUND BALANCE			
9791	\$ 15,241,661	\$ 15,257,450	\$ 15,685,281
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 15,257,450	\$ 15,685,281	\$ 15,577,700
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 15,500	\$ 15,500	\$ 15,500
Restricted 9740	\$ 7,281,100	\$ 3,717,743	\$ 386,657
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 1,437,355	\$ 1,082,034	\$ 1,106,978
Unassigned/Unappropriated Amount 9790	\$ 6,523,495	\$ 10,870,004	\$ 14,068,565

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2022-23	2023-24	2024-25
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 29,794,003	\$ 26,262,750	\$ 26,655,967
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 29,794,003	\$ 26,262,750	\$ 26,655,967
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	5.00%	5.00%	5.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 1,489,700	\$ 1,313,138	\$ 1,332,798

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,437,355	\$ 1,082,034	\$ 1,106,978
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 7,175,980	\$ 7,647,318	\$ 7,297,269
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 8,613,335	\$ 8,729,352	\$ 8,404,247
f.	Reserve for Economic Uncertainties Percentage	28.91%	33.24%	31.53%

3. Do unrestricted reserves meet the state minimum reserve amount?

2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES (CONTINUED)

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 922,902
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (823,184)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (2,314)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (18,050)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (79,352)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (922,900)

Variance \$ 2

Variance Explanation:

GF decrease will be covered by ending fund balance. Adult Ed will be covered by ending fund balance. Child development needs to have corrections made at 1st interim, otherwise it will be a GF contribution. Cafeteria will be covered by ending fund balance.

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 838,973	2.9%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ 15,789	0.1%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 427,831	1.6%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (107,581)	(0.4%)	onte-time funding is gone

Deficit Reduction Plan (as necessary):

The district will monitor deficit spending in subsequent FY

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

River Delta Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the _____ River Delta Joint Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from _____ July 1, 2022 _____ to _____ June 30, 2023 _____.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Transfers In and Other Sources/Contributions
 Expenditures/Transfers Out and Other Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 922,900
Ending Balance(s) Increase/(Decrease)	\$ (922,900)

Subsequent Years

Budget Adjustment Categories:

Revenues/Transfers In and Other Sources/Contributions
 Expenditures/Transfers Out and Other Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ -
Ending Balance(s) Increase/(Decrease)	\$ -

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

____ I hereby certify ____ I am unable to certify

District Superintendent
 (Signature)

Date

____ I hereby certify ____ I am unable to certify

Chief Business Official
 (Signature)

Date

Special Note: The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

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 Joint Unified School District

District Name

**District Superintendent
(Signature)**

Tammy Busch, Asst. Supt. of Business Services

Contact Person

Date

707-374-1715

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on _____ November 8, 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: November 8, 2022

Attachments: X

From: Tammy Busch, Asst. Supt. of Business

Item Number: 17

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

SUBJECT:

Request to Approve the "Non-Represented" Classified Employee Salary Schedule (Before and After School Staff) for 2022-23 and Retro Active to July 1, 2022.

BACKGROUND:

The salary schedule hasn't been updated to keep up with the cost of living over the years as other employees have been provided raises on the salary schedule. The salary schedule was titled After School Program, and that has been changed so that the salary schedule is not for a particular funded program and can be applied to other programs within the district.

STATUS:

The retro will be for employees still with the District at the time this is Board approved for 2022-23.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Expanded Learning Opportunity Grant and After School Program for the FY 2022-23.

RECOMMENDATION:

That the Board approves the Non Represented Classified Salary Schedule for 2022-23 and retro active to July 1, 2022.

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

“Non- Represented” Classified

(Before and After School Staff)

SALARY SCHEDULE 2022-23

Effective July 1, 2022

SCHOOL SITE COORDINATOR	\$22.00/hr.
-------------------------	-------------

SCHOOL STAFF MEMBER	\$18.00/hr.
---------------------	-------------

NOTE: Employees are NOT part of the CSEA bargaining unit who are paid from this salary schedule.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Nancy Vielhauer, Assistant Superintendent of Educational Services Item Number: 18

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

SUBJECT:

Request to Approve the Adoption and Purchase of *Foundations of Restaurant Management and Culinary Arts Level 1 eBook*, Published by National Restaurant Association for our Culinary Arts I and II Classes at Rio Vista High School.

BACKGROUND:

The current Culinary Arts curriculum is outdated and needs to be replaced. The Curriculum Committee has met and approved the *Foundations of Restaurant Management and Culinary Arts Level 1 eBook* for Rio Vista High School's Culinary Arts I and II classes. The *Foundations of Restaurant Management and Culinary Arts Level 1 eBook* covers critical principles including: personal hygiene, cross contamination, time and temperature, receiving and storage, food safety management systems and more.

STATUS:

The Curriculum Committee is recommending *Foundations of Restaurant Management and Culinary Arts Level 1 eBook* for Rio Vista High School's Culinary Arts I and II classes.

PRESENTER:

Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$1,961.52 from the Career Technical Education Incentive Grant (CTEIG)

RECOMMENDATION:

That the Board Approves the Adoption and Purchase of *Foundations of Restaurant Management and Culinary Arts Level 1 eBook*, Published by National Restaurant Association for our Culinary Arts I and II Classes at Rio Vista High School.

Time allocated: 2 minutes

Foundations Order Quotation

This is a Foundations order quotation. Please note that this quotation expires on **12/25/2022**. If you wish to place this order, please visit "My Quotes" under "My Account" on textbooks.restaurant.org to submit your quote. Please note, for faster service you'll want to email your purchase order, along with your quote number, to PurchaseOrders@restaurant.org. Otherwise, be sure to mail your purchase order to the address listed below.

CUSTOMER ID #	SHIPPING METHOD	TODAYS DATE	QUOTE EXPIRATION DATE	QUOTE #
23090106	UPS_GROUND	10/26/2022	12/25/2022	40642

QUANTITY	PRODUCT CODE	ITEM DESCRIPTION	PRICE	DISCOUNTED PRICE	AMOUNT
50	FL12EVST2	FRMCA Level 1, eBook 1 year	\$32.00	\$32.00	\$1,600.00
1	FL2TPR	Level 2 Teacher Package	\$309.00	\$309.00	\$309.00

Quote Name: Culinary Arts

SHIPPING INFORMATION:

Full name: Jennifer Kitchens

Company:

Address: 410 S 4TH ST

City: RIO VISTA

State/Province: CA **Zip:** 94571

Phone: (916) 802-1305

FAX:

If you need any assistance or have any questions, please see below for the National Restaurant Association Service Center contact information and business hours.

National Restaurant Association - Service Center

233 S Wacker Dr, Suite 3600

Chicago, IL 60606-6383

Business hours: 8:00 am to 6:00 pm (CST)

Phone: (800) 765-2122 Ext. 36703

In Chicago area (312) 715-1010 ext. 36703

Email: ServiceCenter@restaurant.org

SUBTOTAL	\$1,909.00
SALES TAX	\$26.13
SHIPPING & HANDLING	\$26.39
GRAND TOTAL	\$1,961.52

SEND PO TO:

National Restaurant Association
Solutions, LLC.

233 S Wacker Dr, Suite 3600
Chicago, IL 60606-6383

Service Enhancement Notice: In January 2009, invoices will be distributed via e-mail. In order to ensure that you receive these e-mails, you may need to add the domain address @restaurant.org to your safe list or address book. E-mail questions to customer-service@restaurant.org with "Invoice" in your subject line.

RETURNS: All product returns must be made within 30 days from the date of invoice. All returned products must be in unopened original and resalable condition. Custom materials are not returnable. Online products are not refundable.

All returned material must have a Return Authorization (RA) Number assigned by NRA Solutions, LLC RA number must be prominently written on the outside of every package returned.

To inquire or to obtain an RA number contact NRA Solutions, LLC Customer Service at 800-765-2122, x 36703 (In Chicagoland 312-715-1010, x 36703; Monday through Friday 8:00am to 6:00pm CST.

For faster service, please provide your order number when contacting NRA Solutions, LLC with order, shipment and billing inquiries. www.restaurant.org/www.servsale.com

Thank you! We greatly appreciate your business!

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: 1 _____

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 19 _____

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

SUBJECT:

Request to Approve the Agreement with CAS Inspections, Inc. to Provide Division of the State Architect (DSA) Inspection Services for the Modular Classrooms at D. H. White Elementary School

BACKGROUND:

On June 14, 2022, the Board approved the purchase of two reconditioned modular classrooms and proceeding with plans for the necessary site improvements and installation of the modular buildings at D. H. White Elementary School. DSA requires the District contract with a DSA approved inspector to provide on-going inspections while construction is underway. The inspection services will include all phases of the work including the classroom buildings, underground utilities, concrete foundations, walkways, electrical and fire alarm work through close-out.

Status:

RGM Kramer has obtained a proposal from CAS Inspections, Inc. for this work. CAS Inspections is owned by Neil Broadhead who has provided these services in the past to the District and is also a local resident.

Presenter:

Tammy Busch, Assistant Superintendent of Business Services and Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Cost not to exceed \$35,200 from Measure J Bond Funds

RECOMMENDATION:

That the Board approves the contract with CAS Inspections, Inc. for the Modular Classrooms at D. H. White Elementary School

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONSTRUCTION CONTRACT INSPECTION SERVICES

This Agreement for Construction Contract Inspection Services (“Agreement”) is made and entered effective this _____ day of _____, 2022, by and between the **River Delta Unified School District (District)** and **CAS Inspections, Inc. (Inspector)**, with respect to the following recitals:

1. District is a public school district organized and existing under the laws of the State of California. District will be engaged in the construction of the **Modular Classrooms Project at D. H. White Elementary School, Rio Vista, CA, as set forth in Exhibit A** (Project), which requires ongoing inspection.

2. Inspector is an independent contractor competent to perform the construction contract inspection services contemplated by this Agreement. Inspector represents and covenants that Inspector is familiar with all requirements of law to serve as a project inspector and has or can obtain the approval of the Department of the State Architect to perform the construction contract inspection services contemplated by this Agreement prior to commencing services under this Agreement.

3. District desires to retain Inspector and Inspector desires to perform work for District on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The recitals set forth above are true.

2. Inspection Services. Inspector agrees to provide the services described in this Agreement in a professional and competent manner and in accordance with the terms of this Agreement and in accordance with the generally-accepted standards of the Inspector’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Inspector or its employees, agents, contractors or subcontractors. The inspector for this project shall be Neil Brodhead. Should the inspector need or wish to employ assistants, said assistants shall be subject to the prior approval in writing by the District and DSA.

3. Term of Agreement and Payment. The term of this Agreement shall be approximately **four months** or until completion of the Project. Payment of Inspector shall be as set forth in **Exhibit A**. Inspector shall record all hours worked in a weekly activity report which shall be submitted to the Project Manager on a weekly basis.

Inspector shall submit invoices on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector's original signature on all copies. Inspector's failure to maintain required records or to properly submit invoices may result in non-payment to Inspector.

4. DSA Approval. Inspector acknowledges that District is required to obtain the approval of the Division of the State Architect (DSA) prior to using Inspector's services on the Project. Inspector agrees to do all acts necessary to timely obtain DSA approval.

5. Duties and Conduct of the Inspector. The Inspector shall provide competent, adequate, and continuous inspection of the Project during all stages of construction to ensure that the contractors, all agents, employees, subcontractors, material-men and suppliers of the contractors and all persons performing work on the Project are performing the work in accordance with the plans, specifications and other contract documents pertinent to the Project (the "Contract Documents"). The Inspector shall keep the general contractor (the "Contractor") and Project Manager informed during the work of the results of Inspector's inspections and shall safeguard the interest of the District in the construction of the Project. The Inspector shall perform the following duties:

- a. Be familiar with the Contract Documents and the Contractor's operations during all phases of the Project.
- b. Observe project for compliance with the Contract Documents and technical instructions from the Architect.
- c. Maintain a daily diary describing the general work performed by the Contractor, noting problems, rejections of materials or work and unusual events. The diary should be succinct and factual; with copies provided to the Project Manager on a weekly basis. The diary should reflect the Contractor's activities each day.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, Contractor or engineer as specified in the Contract Documents. Inspector shall check and report to District Project Manager and the Architect laboratory tests indicating defective materials or other problems. Inspector shall check billings from testing laboratories to see that billings reflect only tests actually requested and performed.
- e. Make sure that the required record drawings are accurately marked up as required prior to approval of progress payments.
- f. Report to the District Project Manager and the Architect verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the

District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.

g. Develop initial punch lists with Architect and Contractor and assist the District Project Manager and the Architect in the final inspection and project acceptance phase.

h. Perform all duties within Inspector's expertise requested to be performed by District.

i. Upon request, provide the District with a written report regarding Contractor's performance on the Project.

j. Maintain effective working relationships with the Contractor, Project Manager, District personnel and Architect.

k. Be tactful, firm and fair in Inspector's insistence that Contractor adhere to the Contract Documents and in all professional matters.

l. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.

m. Attempt to anticipate the Contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.

n. Attempt to foresee the need for all required tests and inspections.

o. Timely arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.

p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.

q. Ensure that Architect's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report for that day or in the Field Instruction Sheet.

r. Be responsible for scheduling the testing lab for the following special testing and inspection activities: slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. The Inspector shall oversee the testing lab's arrangements for transportation and storage of test materials.

s. Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.

t. Provide the District with photographs, a minimum of one per month, which reflect the major stages of construction.

6. Restrictions on the Inspector's Authority. In the performance of the duties required by this Agreement, the Inspector exercises limited authority as defined in this Agreement. The Inspector will not:

a. Authorize deviations from the Contract Documents;

b. Avoid conducting any required tests;

c. Enter the area of responsibility of the Contractor's field superintendent;

d. Expedite the job for the Contractor;

e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;

f. Approve shop drawings or samples;

g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project;

h. Interfere in Contractor/Subcontractor relationships.

7. Independent Contractor Status. Inspector and any and all agents and employees of Inspector shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the Inspection services contemplated by this Agreement, the Inspector shall maintain a professional and working relationship with the District, Project Manager, all contractors, and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Inspector and the Architect or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Inspector which does not otherwise exist.

8. Indemnity. Inspector shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Inspector's negligent performance of work hereunder or its negligent failure to comply with any of its

obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the District.

9. Taxes. Inspector shall be liable and solely responsible for paying all required taxes including, but not limited to, federal and state income taxes and social security taxes. Inspector agrees to indemnify, defend and hold the District harmless from any liability, which Inspector may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Inspector shall be reported to the Internal Revenue Service.

10. Insurance. Inspector shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

a. Prior to execution of this agreement and prior to commencement of any work, Inspector shall furnish the District with original endorsements effecting coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Inspector's insurer shall, subject to the approval of the District, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. Inspector agrees to furnish one copy of each required policy to the District, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the District shall not relieve or decrease any liability of Inspector.

b. In addition to any remedy the District may have, if Inspector fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Inspector under this Agreement.

c. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

d. Any deductibles must be declared to, and approved by, the District.

e. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Inspector are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Inspector under the Agreement.

f. The Inspector and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the

Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Inspector and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Inspector or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Agreement.

11. Worker's Compensation and Employer's Liability Insurance.

a. Worker's Compensation - Insurance to protect the Inspector, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Inspector shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Claims Against District - If an injury occurs to any employee of the Inspector for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the District under the provisions of said Acts, for which compensation is claimed from the District, there will be retained out of the sums due the Inspector under this Agreement, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Inspector.

c. Exception to requirement for workers' compensation - Notwithstanding the foregoing provisions of this paragraph, Contractor shall not be required to provide evidence of workers' compensation insurance in the event that Contractor has no employees.

12. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the District and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Agreement; liability arising out of activities performed by or on behalf of the Inspector; premises owned, occupied or used by the Inspector; or automobiles owned, leased, hired or borrowed by the Inspector. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Inspector's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers to the extent the District is an additional insured. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Inspector's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.

d. Provision or endorsement stating that the Inspector's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Inspector under the Agreement, including, without limitation, that set forth in Section 8, Indemnity.

13. Termination of Agreement.

a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Inspector seven (7) days written notice of termination.

b. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform their duties under this Agreement.

c. In the event of early termination, the Inspector shall be compensated for all services satisfactorily performed to the termination date.

d. Inspector may terminate this Agreement with thirty (30) days written notice.

14. Successors and Assigns. The District and the Inspector, respectively, bind themselves, their successors, assigns, and representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Neither District nor the Inspector

shall assign or transfer any interest in this Agreement without the written consent of the other.

15. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and address in the case of:

District:

Katherine Wright
Superintendent
River Delta Unified School District
Rio Vista, CA 94571

Inspector:

Neil Brodhead
CAS Inspections, Inc.
373 Pebble Beach Drive
Rio Vista, CA 94571

16. Governing Law. This Agreement shall be governed by the laws of the State of California and venue shall be in the appropriate Superior Court in Contra Costa County, California.

17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Amendment. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties. While there has been verbal communication before composition of this Agreement, all understandings, verbal or otherwise are herein incorporated. No agreements other than this written Agreement exist.

19. Compliance with Law. While performing the services contemplated by this Agreement, Inspector agrees to comply with all applicable laws and regulations.

20. Requests. Inspector agrees to timely and properly complete all reports requested by the District or the Architect or the Project Manager or as required by law. In addition, Inspector agrees that all reports and other records created or maintained by Inspector shall be the District's sole property.

21. Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.


22. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

23. Work Records. All documents, photographs, daily logs, and any other written work product generated by Inspector shall be deemed to the sole and exclusive property of District.

24. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Inspector.

The parties have executed this Agreement in Solano County, California.

INSPECTOR:

Dated: 10/11/2022 By: 
Neil Brodhead
CAS Inspections, Inc
D.H. White Portables

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Dated: _____ By: _____
Katherine Wright., Superintendent
River Delta Unified School District

EXHIBIT A

**TO AGREEMENT FOR
CONSTRUCTION CONTRACT INSPECTION SERVICES**

**Between
River Delta Unified School District
And
CAS Inspections, Inc.**

Project Description and Fee Budget:

Project:

Estimated Fees:

D. H. White Elementary School
Modular Classroom Buildings

\$35,200.00

Project Description:

Installation of two refurbished modular classroom buildings on new concrete foundations including associated site improvements, utility extensions, electrical, data, and fire alarm work.

Payments:

Inspector shall be compensated as follows:

\$110 per hour (up to 8 hours per day or 40 hours per week),

All work performed on Saturdays, Sundays and Holidays shall be at the overtime rate of \$110 per hour.

All overtime work must be pre-authorized in writing by the District.


The total payments under this Agreement will not exceed the amount stated above unless authorized in writing by the District.

Attachments:

Proposal dated 9/30/2022 from CAS Inspections, Inc.

Proposal

CAS Inspections Inc.
 373 Pebble Beach Drive
 Rio Vista, CA. 94571
 (925)584-1930
CASp.Inc@gmail.com

Proposal created for: River Delta Unified SD		Job Name: D.H. White Elementary School Two Portables Bldgs.	
Address: 445Montezuma St.		Job Address: 500 Elm Way	
City, State, Zip: Rio Vista, CA. 94571		City, State, Zip: Rio Vista, CA 94571	
Phone: (707) 374-1700	Date Submitted:	Architect: Norman Wilson	Date of Plans: Sept. 2022
Inspection Service File #34-49/App.#02-			
Proposal includes inspections on a part time bases, DSA inspection reports, owners' meetings (on-site/virtual), Verify contractor installation is according to contract documents and Specifications.			
16 week service: 20 hrs. per month, 320 hrs. @ \$110.00 = \$35,200.00			
We hereby propose to furnish Inspection Service in accordance to the above specifications, for the sum of: \$ 35,200.00			
Payment to be made as follows: Within Thirty (30) days of Invoice Date			
CAS Inspections Inc. Neil Brodhead, Owner DSA cert.#4734		Authorized Signature: 	9/30/2022
Acceptance of Proposal: The above Specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above.		Proposal valid 30 Days	
<u>Date</u> Authorized: _____		Authorized Owner or Agent:	
		Owner _____	Agent _____

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: 1 _____

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 20

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

SUBJECT:

Request to Approve the Agreement with Wallace Kuhl & Associates to Provide Geotechnical Engineering Construction Testing Services for the D.H. White Elementary School's New Classrooms

BACKGROUND:

On June 14, 2022, the Board approved the purchase of two reconditioned modular classrooms and proceeding with plans for the necessary site improvements and installation of the modular buildings at D. H. White Elementary School. DSA requires the District contract with a DSA approved laboratory to provide special inspections for certain portions of the work. The required special inspections for this project include soils testing and inspection and concrete testing and inspection.

Status:

RGM Kramer has obtained a proposal from Wallace Kuhl & Associates for this work. Wallace Kuhl performed these services for the previous modular project at D. H. White Elementary School and is familiar with the site.

Presenter:

Tammy Busch, Assistant Superintendent of Business Services and Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Cost to exceed \$14,950 Measure J Bond Funds

RECOMMENDATION:

That the Board approves the contract with Wallace Kuhl & Associates to provide special inspections for the classroom installation at D.H. White Elementary School

Time allocated: 3 minutes



WallaceKuhl
& ASSOCIATES

A Universal
Engineering
Sciences
Company

September 29, 2022

Corporate Office
3050 Industrial Boulevard
West Sacramento, CA 95691
916.372.1434 phone
916.372.2565 fax

DSA File No. 34-49

DSA Application No. 02-120569

LEA No. 227

Stockton Office
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209.234.7722 phone
209.234.7727 fax

Tammy Busch
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571
tbusch@rdusd.org

Cost Proposal – Special Inspection and Testing Services

DH WHITE ELEMENTARY SCHOOL – RELOCATED MODULAR BUILDINGS L3 + L4

500 Elm Way
Rio Vista, California

Wallace-Kuhl and Associates is pleased to submit this proposal to provide testing and inspection services during the construction of two modular classrooms L3 and L4 at DH White Elementary School. The project consists of construction and installation of two modular buildings and relatively minor modernization work at the existing campus.

Our budget estimate is based on review of the construction documents and discussions with project personnel. We understand our scope of work would include inspection and testing of earthwork; foundation concrete and rebar and structural steel as required by the project documents, as well as preparation of the DSA required documentation.

Based on our experience, we estimate that our fee for the special inspection and testing services required for this project would be approximately \$14,950. Billing would be only for work performed and determined based on the attached 2022P Schedule of Fees. Please be aware that we bill for our hourly services on a portal-to-portal basis from our nearest office. Also, the construction schedule and the contractor's efficiency affect the number of site visits - and the cost - required for our services. Our representatives would work with the Project Inspector to perform our work in a timely and efficient manner.

In order to provide the most efficient and responsive service, scheduling for inspections must be made at least 24 hours in advance of the work. In addition, it is considered essential that the contractor be notified well in advance of your intention to have special inspection and testing performed, so that they are prepared for the required inspections. Please notify us immediately if the inspection is canceled so that you do not incur a trip charge.

To assure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will they direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them from defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

DH WHITE ELEMENTARY SCHOOL – RELOCATED MODULAR BUILDINGS L3 + L4

September 29, 2022

Our agreement for this work is attached to this proposal. If this proposal is acceptable, please sign the agreement and return it to us as our written authorization to proceed. We will return a fully executed copy of the agreement to you for your files. Please inform us if wet signed copies of the agreement are required. If that is the case, please print sign and return two copies of the agreement to our office. We will then return a fully executed copy by US mail for your files.

Wallace - Kuhl & Associates



Karlton Windhorst
Regional Manager

cc: Marlin Jones

Attachments: Budget Estimate
Construction Testing Services Agreement
2022P Schedule of Fees



Budget Estimate
DH WHITE ELEMENTARY SCHOOL - RELOCATED MODULAR BUILDINGS L3 + L4
 Rio Vista, California
 Page 1

	Unit	Cost (\$) Per Unit	Estimated Days	Estimated Quantity	Total
SOILS TESTING AND INSPECTION					
Grading Inspection/Testing	hour	\$ 130.00	2	4	\$ 1,040.00
Building Pad Special Inspection/Testing	hour	\$ 130.00	2	4	\$ 1,040.00
Shallow Foundation Inspection	hour	\$ 130.00	1	2	\$ 260.00
Utility Trench Backfill Testing	hour	\$ 130.00	5	4	\$ 2,600.00
Flatwork Subgrade Inspection/Testing	hour	\$ 130.00	3	4	\$ 1,560.00
Flatwork Aggregate Base Inspection/Testing	hour	\$ 130.00	2	4	\$ 1,040.00
Laboratory Testing					
ASTM D1557 Curve	each	\$ 285.00	N/A	3	\$ 855.00
PROJECT ADMINISTRATION, REVIEW & REPORTS					
Senior Engineer	hour	\$ 205.00	N/A	2	\$ 410.00
Mileage	Mile	\$ 0.75	15	60	\$ 675.00
SOILS TOTAL					\$ 9,480.00
CONCRETE TESTING AND INSPECTION					
Concrete Mix Design Review by Senior Engineer	hour	\$ 205.00	1	1	\$ 205.00
Reinforcing Steel Sampling and Tagging	hour	\$ 120.00	2	3	\$ 720.00
Batch Plant Inspection	hour	\$ 120.00	2	1	\$ 240.00
Concrete Placement T&I					
Continuous and Spread Footings	hour	\$ 120.00	2	5	\$ 1,200.00
Retrieve Test Samples	hour	\$ 120.00	2	1	\$ 240.00
Laboratory Testing					
Concrete Test Cylinders - 2 sets of 5	each	\$ 30.00	N/A	10	\$ 300.00
Reinforcing Steel Tensile Testing	each	\$ 100.00	N/A	4	\$ 400.00
Reinforcing Steel Bend Testing	each	\$ 55.00	N/A	4	\$ 220.00
CONCRETE TOTAL					\$ 3,525.00
STRUCTURAL STEEL TESTING AND INSPECTION					
Field Welding Inspection	hour	\$ 130.00	2	4	\$ 1,040.00
STRUCTURAL STEEL TOTAL					\$ 1,040.00
PROJECT ADMINISTRATION, REVIEW & REPORTS					
Project Administration	hour	\$ 125.00	4	0.5	\$ 250.00
Senior Engineer - Report Review / DSA Documentation	hour	\$ 205.00	1	1	\$ 205.00
Mileage	Mile	\$ 0.75	10	60	\$ 450.00
PROJECT ADMINISTRATION TOTAL					\$ 905.00
PROJECT TOTAL					\$ 14,950.00

BUDGET ASSUMPTIONS:



AGREEMENT FOR CONSTRUCTION TESTING SERVICES

THIS AGREEMENT, effective as of September 29, 2022, is by and between **River Delta Unified School District** (“Client”) and **River City Geoprosessionals, Inc., dba Wallace-Kuhl and Associates** (“WKA”).

THE PROJECT: **DH WHITE ELEMENTARY SCHOOL – RELOCATED MODULAR BUILDINGS L3 + L4**

THE PROJECT is generally described as:

Construction of the relocatable modular buildings at DH White Elementary School.

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- General Conditions for Construction Testing Services;
- **WKA’s** Scope of Services Letter and,
- **WKA’s** Schedule of Fees (Exhibit A).

WKA agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>CLIENT:</u>	<u>WKA:</u>
Signature:	_____	_____
Print Name:	_____	Karlton Windhorst
Title:	_____	Regional Manager
Company:	River Delta Unified School District	River City Geoprosessionals, Inc., dba Wallace-Kuhl and Associates
Address:	445 Montezuma Street	3436 W. Hammer Lane, Suite E
	Rio Vista, CA 94571	Stockton, CA 95219
Date:	_____	_____

GENERAL CONDITIONS FOR CONSTRUCTION TESTING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which **Wallace-Kuhl and Associates (WKA)** is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by **WKA** as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

WKA will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If **WKA** provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by **WKA** on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. **WKA** will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. **WKA's** Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against **WKA** resulting from its failure to perform recommended additional Services that Client has not authorized **WKA** to perform, and any claim that **WKA** failed to perform services that Client instructs **WKA** not to perform.

2.3.2. Biological Pollutants. **WKA's** SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. **WKA's** SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that **WKA** has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless **WKA** from all claims by any third party concerning Biological Pollutants, except for damages caused by **WKA's** sole negligence.

3. PAYMENTS TO WKA

3.1. Basic Services. **WKA** will perform all Services set forth in the attached SCOPE OF SERVICES AND SCHEDULE OF FEES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. **WKA** will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by **WKA**. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that **WKA** shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay **WKA** at the rates set forth in the attached SCHEDULE OF FEES.

3.4.1. Changes to Rates. Client and **WKA** agree that the SCHEDULE OF FEES is subject to periodic review and amendment, as appropriate to reflect **WKA's** then-current fee structure. **WKA** will give Client at least 30 days advance notice of any changes. Unless Client objects in



writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and **WKA** and Client cannot agree upon a new fee structure within 30 days after notice, **WKA** may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs **WKA** in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless **WKA** from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. If the Client is an LLC or LLP, the person signing this agreement shall be personally responsible for payment of all invoices and late fees.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. **WKA** offers different levels of Geotechnical Engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, **WKA** will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, either express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of **WKA's** control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by **WKA** and that **WKA** does not warrant or

guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If **WKA's** SCOPE OF SERVICES includes observation and/or testing during the course of construction, **WKA** may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. **WKA** will participate in job site meetings as requested by Client or Client's designated representative, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as **WKA** deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, **WKA** may inform Client of the progress of the geotechnical aspects of the Work. Client understands that **WKA** may not be on site continuously; and, unless expressly agreed otherwise, **WKA** will not observe all of the Work.

6.1.2. Contractor's Performance. **WKA** does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of **WKA's** geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can **WKA** be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of **WKA**.

6.1.3. Contractor's Responsibilities. **WKA** will not supervise, direct or have control over the Work nor will **WKA** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, **WKA** will provide Client with a written report summarizing the tests and observations, if any, made by **WKA**.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, **WKA** will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. **WKA** will review such submittals solely for general conformance with **WKA's** design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.



6.3. Tests. Tests performed by **WKA** on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. **WKA's** tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with **WKA** in any manner necessary and within its ability to facilitate **WKA's** performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for **WKA** to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. **WKA** will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that **WKA's** operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply **WKA** with all information and documents in Client's possession or knowledge which are relevant to **WKA's** Services. Client warrants the accuracy of any information supplied by it to **WKA** and acknowledges that **WKA** is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify **WKA** of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to **WKA**, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s) and be responsible for any damage inadvertently caused by **WKA** to any such structure or utility not so designated. **WKA** is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to **WKA**.

8. CHANGED CONDITIONS

If **WKA** discovers conditions or circumstances that it had not contemplated at the commencement of this

Agreement ("Changed Conditions"), **WKA** will notify Client in writing of the Changed Conditions. Client and **WKA** agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If **WKA** and Client cannot agree upon amended terms and conditions within 30 days after notice, **WKA** may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that **WKA's** Services under this Agreement are limited to geotechnical engineering and that **WKA** has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that **WKA** execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) **WKA** believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) **WKA** believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) **WKA** has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by **WKA** is limited to an expression of professional opinion based upon the Services performed by **WKA**, and does not constitute a warranty or guaranty, either express or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of **WKA**, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "**WKA Entities**"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by **WKA** under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in **WKA's** Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, **WKA** and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in **WKA's** fee, provided that they amend this Agreement in writing as provided in Section 20.



11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, **WKA** agrees to indemnify and hold harmless Client, its shareholders, officers, directors, and employees from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by **WKA's** negligent performance of its Services under this Agreement and proportionate the degree of fault of **WKA**. Notwithstanding the foregoing, **WKA** has no immediate obligation to provide the defense of any indemnified party for claims, suits, liabilities, damages, expenses alleged to have been caused by the negligent performance of professional services performed by **WKA**. **WKA** agrees to reimburse indemnified parties their reasonable cost of defense ultimately determined by an arbiter or Court of competent jurisdiction to have been caused by **WKA's** negligent performance of professional services and proportionate to **WKA's** fault.

11.2.2. Indemnification of WKA. Client will indemnify and hold harmless **WKA Entities** from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by **WKA's** sole negligence, Client expressly agrees to defend, indemnify and hold harmless **WKA Entities** from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor **WKA** will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If **WKA** provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. WKA's Insurance. **WKA** will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$2,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name **WKA** as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name **WKA** and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, **WKA** and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. **WKA** will return all such documents to Client upon request but may retain file copies of such documents.

13.2. WKA's Documents. Unless otherwise agreed in writing, all documents and information prepared by **WKA** or obtained by **WKA** from any third party in connection with the performance of Services, including, but not limited to, **WKA's** reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of **WKA**. **WKA** has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by **WKA** are solely for use by Client and will not be provided by either party to any other person or entity without **WKA's** prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by WKA. **WKA** retains the right of ownership with respect to any patentable concepts or



copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. WKA may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by WKA in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, WKA's electronic Documents and media will conform to WKA's standards. WKA will provide any requested electronic Documents for a 30-day acceptance period, and WKA will correct any defects reported by Client to WKA and provide one round of reasonable editorial revisions during this period. WKA makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without WKA's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without WKA's express prior written consent. Client waives any and all claims against WKA resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless WKA from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without WKA's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If WKA provides laboratory testing or analytic Services, WKA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by WKA and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

WKA will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. WKA may subcontract for the services of others without obtaining Client's consent if WKA deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by WKA. WKA may terminate this Agreement if Client suspends WKA's Services for more than 60 days and Client will pay WKA as set forth under Section 18, "Termination." If Client suspends WKA's Services, or if Client or others delay WKA's Services, Client and WKA agree to equitably adjust: (1) the time for completion of the Services; and (2) WKA's compensation in accordance with WKA's then current SCHEDULE OF FEES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by WKA for demobilization and subsequent remobilization.

17.2. Liability. WKA is not liable to Client for any failure to perform or delay in performance due to circumstances beyond WKA's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, pandemics, epidemics, adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. WKA and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for WKA's material breach of this Agreement, Client will pay WKA for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of



completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with **WKA's** then current SCHEDULE OF FEES.

19. DISPUTES

19.1. Mediation. All disputes between **WKA** and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the State of California. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state and county in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of **WKA's** Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions



EXHIBIT A
WKA Schedule of Fees



PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$ 210.00	per hour
Senior Engineer / Geologist	\$ 205.00	per hour
Senior Environmental Scientist	\$ 205.00	per hour
Project Engineer / Geologist	\$ 170.00	per hour
Project Environmental Scientist	\$ 170.00	per hour
Senior Staff Engineer / Geologist	\$ 160.00	per hour
Senior Staff Environmental Scientist	\$ 160.00	per hour
Staff Engineer / Geologist	\$ 150.00	per hour
Staff Environmental Scientist	\$ 150.00	per hour
Senior Environmental Technician	\$ 125.00	per hour
Senior / Supervising Technician	\$ 125.00	per hour
Draftsperson / GIS Technician	\$ 120.00	per hour
Administrative Assistant	\$ 90.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$ 205.00	per hour
Thermal Resistivity Testing	\$ 205.00	per hour
Electrical Resistivity Survey	\$ 205.00	per hour
Hand Augering/Sampling - Engineer	\$ 180.00	per hour
Photoionization Detector	\$ 210.00	per hour
Rebar Location / GPR	\$ 335.00	per hour

LITIGATION

Data Review/Consultation	\$310.00	per hour
Depositions/Expert Witness Testimony	\$425.00	per hour

EXPENSES

Vehicle Charges (<i>Subject to periodic adjustment due to fuel cost</i>)	\$0.75	per mile
Subsistence	\$90.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$35.00	each
Color photography versions	\$45.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays, and over 8 hrs on Saturday	hourly rate plus	75	percent

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$150.00 /hr.
Batch Plant Inspection	\$120.00 /hr.
CaCl Moisture Emission Test Kit	\$40.00 /kit
CaCl Moisture Emission Testing	\$115.00 /hr.
CLSM/CDF/Slurry Testing	\$115.00 /hr.
Concrete Mix Design Review	\$205.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$120.00 /hr.
Concrete Rebound Number Testing	\$150.00 /hr.
Concrete Trial Batch	\$120.00 /hr.
Floor Flatness Testing	\$150.00 /hr.
High Strength Grout Sampling / Testing	\$120.00 /hr.
Rebar / Post Tension Special Inspection	\$130.00 /hr.
Rebar Location / GPR	\$340.00 /hr.
Rebar Location / Pachometer	\$150.00 /hr.
Rebar Placement Inspection	\$130.00 /hr.
Reinforcing Steel Sampling/Tagging	\$120.00 /hr.
Relative Humidity Testing	\$150.00 /hr.
Shotcrete Special Inspection	\$120.00 /hr.
Transport Cylinders / Samples to Lab	\$120.00 /hr.

CORING

Coring (Technician + equipment)	\$150.00 /hr.
Coring (Technician assistant)	\$120.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$120.00 /hr.
Concrete Anchor Proof Load Testing	\$150.00 /hr.
Concrete Anchor Torque Testing	\$130.00 /hr.
Suspended Ceiling Inspection / Testing	\$150.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$120.00 /hr.
High Strength Bolt Skidmore Testing	\$150.00 /hr.
High Strength Bolt Special Inspection	\$130.00 /hr.
Material Identification	\$130.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$150.00 /hr.
Tower Certified Special Inspector	\$150.00 /hr.
Welding Special Inspection - Field	\$130.00 /hr.
Welding Special Inspection - Shop	\$120.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$185.00 /hr.
In-Place Masonry Shear Testing	\$150.00 /hr.
Masonry Materials Sampling / Testing	\$120.00 /hr.
Masonry Special Inspection	\$120.00 /hr.
Masonry Special Inspection DSA Cert.	\$135.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$130.00 /hr.
Asphalt Concrete Materials Sampling	\$130.00 /hr.
Building Pad Special Inspection / Testing	\$130.00 /hr.
Deep Foundation Inspection	\$130.00 /hr.
Flatwork AB Inspection / Testing	\$130.00 /hr.
Flatwork Subgrade Inspection / Testing	\$130.00 /hr.
Grading Inspection / Testing	\$130.00 /hr.
Hand Augering and Sampling	\$130.00 /hr.
Pavement AB Inspection / Testing	\$130.00 /hr.
Pavement Subgrade Inspection / Testing	\$130.00 /hr.
Proof Rolling Observation	\$130.00 /hr.
Shallow Foundation Inspection	\$130.00 /hr.
Slab Subgrade Soil Moisture Tests	\$130.00 /hr.
Soil / Aggregate Sampling	\$130.00 /hr.
Soil Treatment Testing / Observation	\$130.00 /hr.
Structure Backfill Inspection / Testing	\$130.00 /hr.
Subgrade Stabilization Observation	\$130.00 /hr.
Utility Trench Backfill Testing	\$130.00 /hr.
WKA Drill Rig (including operator)	\$255.00 /hr.
WKA Drill Rig (helper)	\$130.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$160.00 /hr.
Crack Monitoring	**
Epoxy / FRP Installation Inspection	\$120.00 /hr.
Existing Building Evaluation / Demo	\$120.00 /hr.
Existing Building Evaluation / Document	\$120.00 /hr.
Existing Building Evaluation / Repair	\$120.00 /hr.
Field Investigate Support	\$120.00 /hr.
Firestopping Inspection	\$135.00 /hr.
GFRC Inspection / Testing	\$120.00 /hr.
Glulam / Truss Fabrication Inspection	\$130.00 /hr.
Glulam / Truss Inspection Travel	\$95.00 /hr.
Meggar Ground Testing	\$150.00 /hr.
Prestress Framing Installation	\$120.00 /hr.
Proto Wall Inspection / Testing	\$120.00 /hr.
Roofing Inspection	\$120.00 /hr.
Shear Nailing Inspection	\$120.00 /hr.
Soil Elect. Resitivity Testing - Technician	\$160.00 /hr.
Thickness Testing - Coating / Steel	\$150.00 /hr.
Timber Framing / Hardware Inspection	\$120.00 /hr.
Timber-in-Structure Inspection	\$150.00 /hr.
Vapor Barrier Inspection	\$120.00 /hr.
Vibration Monitoring	**

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

* Based on hourly rate of Inspection or Testing scheduled

** Based on Staff Classification

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:

- a) Single trip pickup and delivery services, where a one hour minimum will apply.
- b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.



LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI) - Wet Method	ASTM D4318	\$175.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$65.00	each
Compaction Characteristics	ASTM D698	\$285.00	each
Compaction Characteristics	ASTM D1557	\$285.00	each
Compaction Characteristics	CTM 216	\$285.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$525.00	each
Consolidation (additional loads)	ASTM D2435	\$85.00	each
Expansion Index	ASTM D4829	\$210.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$440.00	each
Lime-Treated Unconfined Compression	CTM 373	\$840.00	each
Moisture Content	ASTM D2216	\$45.00	each
Organic Content	ASTM D2974	\$110.00	each
Particle-Size Distribution - Hydrometer	ASTM D7928	\$180.00	each
Particle-Size Distribution - Sieve Analysis	ASTM D6913	\$120.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$340.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$290.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$105.00	each
Specific Gravity of Soils	ASTM D854	\$150.00	each
Thermal Resistivity	ASTM D5334	\$85.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$355.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$275.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	\$435.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	\$335.00	each
Unconfined Compression Test	ASTM D2166	\$120.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$45.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$65.00	each
Clay Lumps and Friable Particles	ASTM C142	\$170.00	per size
Cleanness Value	CTM 227	\$180.00	each
Correction of Unit Weight & Water Content for Oversize Particles	ASTM D4718	\$125.00	each
Durability Index (Coarse or Fine)	CTM 229	\$180.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$130.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205, AASHTO T335	\$130.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$70.00	each
Resistance "R" Value - Aggregate	CTM 301	\$330.00	each
Sand Equivalent, 1 point	CTM 217, AASHTO T176	\$115.00	each
Sand Equivalent, 3 points	CTM 217, AASHTO T176	\$150.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202, AASHTO T27	\$125.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117, AASHTO T11	\$105.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$180.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$135.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	CTM 382,AASHTO T308	\$280.00	each
Asphalt Content Correction Factor Development	CTM 382,AASHTO T308	\$550.00	each
Hveem Compaction, Unit Weight, and Stability	ASTM D1560/D2726		
	CTM 304/308, AASHTO T166	\$360.00	set of 3
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$380.00	each
Moisture Content of Asphalt Mixtures	CTM 370, AASHTO T329	\$85.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202, AASHTO T30	\$190.00	each



LABORATORY SERVICES

ASPHALT CONCRETE (continued)

Theoretical Maximum Density	ASTM D2041, CTM 309, AASHTO T209	\$175.00	each
Thickness of AC Cores	ASTM D3549	\$30.00	each
Unit Weight of AC Cores	CTM 308, AASHTO T166/T275	\$70.00	each

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$30.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$27.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$85.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$115.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$45.00	each
Concrete Cylinder Mold		\$7.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$110.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$125.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157, AASHTO T160	\$225.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$90.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$80.00	each
Modulus of Rupture	ASTM C67	\$85.00	each
Absorption	ASTM C67	\$100.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$95.00	each
Absorption & Moisture Content	ASTM C140	\$95.00	each
Linear Drying Shrinkage	ASTM C426	\$235.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$160.00	each
Compression Test, Masonry Grout	ASTM C1019	\$50.00	each
Compression Test, Mortar	ASTM C780/C109	\$45.00	each
Core Shear Test	CBC Section 2105A	\$100.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	\$120.00	each
Fireproofing Density Test	ASTM E605	\$105.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$95.00	each
Bolt - Proof Load Test	ASTM F606	\$95.00	each
Bolt - Hardness Test	ASTM E18	\$45.00	each
Nut - Proof Load Test	ASTM F606	\$95.00	each
Nut - Hardness Test	ASTM E18	\$45.00	each
Washer - Hardness Test	ASTM E18	\$45.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$420.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$100.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$130.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$55.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$115.00	each
Sizes Larger Than 3/4"	ASTM A370	\$125.00	each
Machining of Test Specimens		cost plus 20%	
Structural Steel Hardness Test	ASTM E18	\$90.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$90.00	per test
Welder Qualification Test Inspection		\$110.00	per hour
Welder Qualification Test Record		\$105.00	each

TESTING SERVICES

Laboratory Technician		\$105.00	per hour
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**BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: 1_____

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 21_____

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

SUBJECT:

Request to Approve the Agreement with CAS Inspections, Inc. to Provide Division of the State Architect (DSA) Inspection Services for the New Fire Alarm System at Walnut Grove Elementary School

BACKGROUND:

On May 10, 2022, the Board approved proceeding with design and DSA approval of plans for a new fire alarm system at Walnut Grove Elementary School. DSA requires the District contract with a DSA approved inspector to provide on-going inspections while construction is underway. The inspection services will include all phases of the work through close-out.

STATUS:

RGM Kramer has obtained a proposal from CAS Inspections, Inc. for this work. CAS Inspections is owned by Neil Broadhead who has provided these services in the past to the District and is also a local resident.

PRESENTER:

Tammy Busch, Assistant Superintendent of Business Services and Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Cost not to exceed \$26,400.00, Measure K Bond Funds

RECOMMENDATION:

That the Board Approves the contract with CAS Inspections, Inc. for new Fire Alarm System at Walnut Grove Elementary School

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONSTRUCTION CONTRACT INSPECTION SERVICES

This Agreement for Construction Contract Inspection Services (“Agreement”) is made and entered effective this _____ day of _____, 2022, by and between the **River Delta Unified School District (District)** and **CAS Inspections, Inc. (Inspector)**, with respect to the following recitals:

1. District is a public school district organized and existing under the laws of the State of California. District will be engaged in the installation of a **New Fire Alarm system at Walnut Grove Elementary School, Walnut Grove, CA, as set forth in Exhibit A** (Project), which requires ongoing inspection.

2. Inspector is an independent contractor competent to perform the construction contract inspection services contemplated by this Agreement. Inspector represents and covenants that Inspector is familiar with all requirements of law to serve as a project inspector and has or can obtain the approval of the Department of the State Architect to perform the construction contract inspection services contemplated by this Agreement prior to commencing services under this Agreement.

3. District desires to retain Inspector and Inspector desires to perform work for District on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The recitals set forth above are true.

2. Inspection Services. Inspector agrees to provide the services described in this Agreement in a professional and competent manner and in accordance with the terms of this Agreement and in accordance with the generally-accepted standards of the Inspector’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Inspector or its employees, agents, contractors or subcontractors. The inspector for this project shall be Neil Brodhead. Should the inspector need or wish to employ assistants, said assistants shall be subject to the prior approval in writing by the District and DSA.

3. Term of Agreement and Payment. The term of this Agreement shall be approximately **three months** or until completion of the Project. Payment of Inspector shall be as set forth in **Exhibit A**. Inspector shall record all hours worked in a weekly activity report which shall be submitted to the Project Manager on a weekly basis.

Inspector shall submit invoices on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector's original signature on all copies. Inspector's failure to maintain required records or to properly submit invoices may result in non-payment to Inspector.

4. DSA Approval. Inspector acknowledges that District is required to obtain the approval of the Division of the State Architect (DSA) prior to using Inspector's services on the Project. Inspector agrees to do all acts necessary to timely obtain DSA approval.

5. Duties and Conduct of the Inspector. The Inspector shall provide competent, adequate, and continuous inspection of the Project during all stages of construction to ensure that the contractors, all agents, employees, subcontractors, material-men and suppliers of the contractors and all persons performing work on the Project are performing the work in accordance with the plans, specifications and other contract documents pertinent to the Project (the "Contract Documents"). The Inspector shall keep the general contractor (the "Contractor") and Project Manager informed during the work of the results of Inspector's inspections and shall safeguard the interest of the District in the construction of the Project. The Inspector shall perform the following duties:

- a. Be familiar with the Contract Documents and the Contractor's operations during all phases of the Project.
- b. Observe project for compliance with the Contract Documents and technical instructions from the Architect.
- c. Maintain a daily diary describing the general work performed by the Contractor, noting problems, rejections of materials or work and unusual events. The diary should be succinct and factual; with copies provided to the Project Manager on a weekly basis. The diary should reflect the Contractor's activities each day.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, Contractor or engineer as specified in the Contract Documents. Inspector shall check and report to District Project Manager and the Architect laboratory tests indicating defective materials or other problems. Inspector shall check billings from testing laboratories to see that billings reflect only tests actually requested and performed.
- e. Make sure that the required record drawings are accurately marked up as required prior to approval of progress payments.
- f. Report to the District Project Manager and the Architect verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the

District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.

g. Develop initial punch lists with Architect and Contractor and assist the District Project Manager and the Architect in the final inspection and project acceptance phase.

h. Perform all duties within Inspector's expertise requested to be performed by District.

i. Upon request, provide the District with a written report regarding Contractor's performance on the Project.

j. Maintain effective working relationships with the Contractor, Project Manager, District personnel and Architect.

k. Be tactful, firm and fair in Inspector's insistence that Contractor adhere to the Contract Documents and in all professional matters.

l. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.

m. Attempt to anticipate the Contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.

n. Attempt to foresee the need for all required tests and inspections.

o. Timely arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.

p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.

q. Ensure that Architect's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report for that day or in the Field Instruction Sheet.

r. Be responsible for scheduling the testing lab for the following special testing and inspection activities: slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. The Inspector shall oversee the testing lab's arrangements for transportation and storage of test materials.

s. Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.

t. Provide the District with photographs, a minimum of one per month, which reflect the major stages of construction.

6. Restrictions on the Inspector's Authority. In the performance of the duties required by this Agreement, the Inspector exercises limited authority as defined in this Agreement. The Inspector will not:

a. Authorize deviations from the Contract Documents;

b. Avoid conducting any required tests;

c. Enter the area of responsibility of the Contractor's field superintendent;

d. Expedite the job for the Contractor;

e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;

f. Approve shop drawings or samples;

g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project;

h. Interfere in Contractor/Subcontractor relationships.

7. Independent Contractor Status. Inspector and any and all agents and employees of Inspector shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the Inspection services contemplated by this Agreement, the Inspector shall maintain a professional and working relationship with the District, Project Manager, all contractors, and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Inspector and the Architect or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Inspector which does not otherwise exist.

8. Indemnity. Inspector shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Inspector's negligent performance of work hereunder or its negligent failure to comply with any of its

obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the District.

9. Taxes. Inspector shall be liable and solely responsible for paying all required taxes including, but not limited to, federal and state income taxes and social security taxes. Inspector agrees to indemnify, defend and hold the District harmless from any liability, which Inspector may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Inspector shall be reported to the Internal Revenue Service.

10. Insurance. Inspector shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

a. Prior to execution of this agreement and prior to commencement of any work, Inspector shall furnish the District with original endorsements effecting coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Inspector's insurer shall, subject to the approval of the District, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. Inspector agrees to furnish one copy of each required policy to the District, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the District shall not relieve or decrease any liability of Inspector.

b. In addition to any remedy the District may have, if Inspector fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Inspector under this Agreement.

c. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

d. Any deductibles must be declared to, and approved by, the District.

e. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Inspector are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Inspector under the Agreement.

f. The Inspector and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the

Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Inspector and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Inspector or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Agreement.

11. Worker's Compensation and Employer's Liability Insurance.

a. Worker's Compensation - Insurance to protect the Inspector, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Inspector shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Claims Against District - If an injury occurs to any employee of the Inspector for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the District under the provisions of said Acts, for which compensation is claimed from the District, there will be retained out of the sums due the Inspector under this Agreement, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Inspector.

c. Exception to requirement for workers' compensation - Notwithstanding the foregoing provisions of this paragraph, Contractor shall not be required to provide evidence of workers' compensation insurance in the event that Contractor has no employees.

12. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the District and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Agreement; liability arising out of activities performed by or on behalf of the Inspector; premises owned, occupied or used by the Inspector; or automobiles owned, leased, hired or borrowed by the Inspector. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Inspector's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers to the extent the District is an additional insured. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Inspector's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.

d. Provision or endorsement stating that the Inspector's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Inspector under the Agreement, including, without limitation, that set forth in Section 8, Indemnity.

13. Termination of Agreement.

a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Inspector seven (7) days written notice of termination.

b. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform their duties under this Agreement.

c. In the event of early termination, the Inspector shall be compensated for all services satisfactorily performed to the termination date.

d. Inspector may terminate this Agreement with thirty (30) days written notice.

14. Successors and Assigns. The District and the Inspector, respectively, bind themselves, their successors, assigns, and representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Neither District nor the Inspector

shall assign or transfer any interest in this Agreement without the written consent of the other.

15. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and address in the case of:

District:

Katherine Wright
Superintendent
River Delta Unified School District
Rio Vista, CA 94571

Inspector:

Neil Brodhead
CAS Inspections, Inc.
373 Pebble Beach Drive
Rio Vista, CA 94571

16. Governing Law. This Agreement shall be governed by the laws of the State of California and venue shall be in the appropriate Superior Court in Contra Costa County, California.

17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Amendment. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties. While there has been verbal communication before composition of this Agreement, all understandings, verbal or otherwise are herein incorporated. No agreements other than this written Agreement exist.

19. Compliance with Law. While performing the services contemplated by this Agreement, Inspector agrees to comply with all applicable laws and regulations.

20. Requests. Inspector agrees to timely and properly complete all reports requested by the District or the Architect or the Project Manager or as required by law. In addition, Inspector agrees that all reports and other records created or maintained by Inspector shall be the District's sole property.

21. Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

22. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

23. Work Records. All documents, photographs, daily logs, and any other written work product generated by Inspector shall be deemed to the sole and exclusive property of District.

24. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Inspector.

The parties have executed this Agreement in Solano County, California.

INSPECTOR:

Dated:

10/11/2022

By:



Neil Brodhead
CAS Inspections, Inc.

Walnut Grove FA

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Dated: _____

By: _____

Katherine Wright., Superintendent
River Delta Unified School District

EXHIBIT A

**TO AGREEMENT FOR
CONSTRUCTION CONTRACT INSPECTION SERVICES**

**Between
River Delta Unified School District
And
CAS Inspections, Inc.**

Project Description and Fee Budget:

Project:

Estimated Fees:

Walnut Grove Elementary School
New Fire Alarm System

\$26,400.00

Project Description:

Installation new fire alarm system at Walnut Grove Elementary School.

Payments:

Inspector shall be compensated as follows:

\$110 per hour (up to 8 hours per day or 40 hours per week),

All work performed on Saturdays, Sundays and Holidays shall be at the overtime rate of \$110 per hour.

All overtime work must be pre-authorized in writing by the District.


The total payments under this Agreement will not exceed the amount stated above unless authorized in writing by the District.

Attachments:

Proposal dated 9/30/2022 from CAS Inspections, Inc.

Proposal

CAS Inspections Inc.
 373 Pebble Beach Drive
 Rio Vista, CA. 94571
 (925)584-1930
CASp.Inc@gmail.com

Proposal created for: River Delta Unified SD		Job Name: Walnut Grove Elementary School, Fire Alarm Upgrade	
Address: 445Montezuma St.		Job Address: 14181 Grove Street	
City, State, Zip: Rio Vista, CA. 94571		City, State, Zip: Walnut Grove, CA.95690	
Phone: (707) 374-1700	Date Submitted:	Architect: Jeffrey Evans	Date of Plans: 8/19/2022
Inspection Service File #34-49/App.#02-120373			
Proposal includes after hour inspections on a part time bases, DSA inspection reports, owners' meetings (on-site/virtual), Verify contractor installation is according to contract documents and Specifications.			
Three (3) month service: 80 hrs. per month, 240 hrs. @ \$110.00 =\$26,400.00			
We hereby propose to furnish Inspection Service in accordance to the above specifications, for the sum of: \$ 26,400.00			
Payment to be made as follows: Within Thirty (30) days of Invoice Date			
CAS Inspections Inc. Neil Brodhead, Owner DSA cert.#4734		Authorized Signature:  9/30/22	
Acceptance of Proposal: The above Specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above.		Proposal valid 30 Days	
<u>Date</u> Authorized: _____		<u>Authorized Owner or Agent:</u> Owner _____ Agent _____	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: 2 _____

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 22 _____

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

SUBJECT:

Request the Board Award Walnut Grove Window Replacement Project to the lowest, responsive bidder, August-Jayne Construction.

BACKGROUND:

On May 10, 2022, the Board of Trustees approved a budget for the Walnut Grove Window Replacement Project. On September 16, 2022, a Notice to Bidders was advertised in the Sacramento Bee and bidding documents were placed in multiple plan rooms including Contra Costa, Sacramento and Marin Counties. A Pre-Bid Conference was held on September 22, 2022 where twelve potential bidders attended.

On October 11, 2022, two bids were received. The lowest bid was submitted by August-Jayne Construction at \$285,000. This price is well with the approved preliminary budget. RGMK has conducted a post-bid interview with the contractor.

Due to the lead time necessary to measure, fabricate and procure the windows, actual on-site replacement of the windows is scheduled for Summer 2023.

RGM Kramer has updated the master budget to reflect the actual bid amount.

STATUS:

Staff recommends award of a contract to the lowest, responsive and responsible bidder August-Jayne Construction.

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 K in the amount of \$285,000 for Walnut Grove Window Replacement Project.

RECOMMENDATION: Staff recommends:

- (1) the Board award a contract to August-Jayne Construction, Rohnert Park, CA in the amount of \$285,000.
- (2) the Board approve the attached final Master Budget,
- (3) the Board authorize the Superintendent to approve additional miscellaneous expenditures for services that may be necessary to complete the project, subject to the approved Master Budget and existing Board policy.

Time allocated: 3 minutes

PROJECT NAME:

Window Replacement at Walnut Grove Elementary School

BIDS DUE:

Tuesday, October 11, 2022, at 2:00PM

AT:

River Delta Unified School District
 445 Montezuma Street
 Rio Vista, CA 94571

CONTRACTOR	ADDENDA	ATTACHMENTS	BASE BID
August-Jaye Construction	1 <u> X </u> 2 <u> X </u>	<input checked="" type="checkbox"/> Bid Form	Total Bid: \$260,000.00 Allowance- \$25,000.00 Total Base Bid: \$285,000.00
		<input checked="" type="checkbox"/> Non-Collusion Declaration	
		<input checked="" type="checkbox"/> Site Visit Certification	
		<input checked="" type="checkbox"/> Designation of Subcontractors	
		<input checked="" type="checkbox"/> Bid Bond	
		<input checked="" type="checkbox"/> Information Required of Bidder	
		<input checked="" type="checkbox"/> Certification of Contractor & Subcontractor DIR Registration	
		<input checked="" type="checkbox"/> Bidder's Acknowledgement of Project Schedule	
		<input checked="" type="checkbox"/> Storm Water Pollution Prevention Certification	
		<input checked="" type="checkbox"/>	
Pinguelo Costruction, Inc.	1 <u> X </u> 2 <u> X </u>	<input checked="" type="checkbox"/> Bid Form	Total Bid: \$270,000.00 Allowance- \$25,000.00 Total Base Bid: \$295,000.00
		<input checked="" type="checkbox"/> Non-Collusion Declaration	
		<input checked="" type="checkbox"/> Designation of Subcontractors	
		<input checked="" type="checkbox"/> Bid Bond	
		<input checked="" type="checkbox"/> Information Required of Bidder	
		<input checked="" type="checkbox"/> Certification of Contractor & Subcontractor DIR Registration	
		<input checked="" type="checkbox"/> Bidder's Acknowledgement of Project Schedule	
		<input checked="" type="checkbox"/> Storm Water Pollution Prevention Certification	
		<input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>	
	1 _____ 2 _____	<input type="checkbox"/> Bid Form	Total Bid: Allowance- \$25,000.00 Total Base Bid: \$25,000.00
		<input type="checkbox"/> Non-Collusion Declaration	
		<input type="checkbox"/> Site Visit Certification	
		<input type="checkbox"/> Designation of Subcontractors	
		<input type="checkbox"/> Bid Bond	
		<input type="checkbox"/> Information Required of Bidder	
		<input type="checkbox"/> Certification of Contractor & Subcontractor DIR Registration	
		<input type="checkbox"/> Bidder's Acknowledgement of Project Schedule	
		<input type="checkbox"/> Storm Water Pollution Prevention Certification	
		<input type="checkbox"/>	
	1 _____ 2 _____	<input type="checkbox"/> Bid Form	Total Bid: Allowance- \$25,000.00 Total Base Bid: \$25,000.00
		<input type="checkbox"/> Non-Collusion Declaration	
		<input type="checkbox"/> Site Visit Certification	
		<input type="checkbox"/> Designation of Subcontractors	
		<input type="checkbox"/> Bid Bond	
		<input type="checkbox"/> Information Required of Bidder	
		<input type="checkbox"/> Certification of Contractor & Subcontractor DIR Registration	
		<input type="checkbox"/> Bidder's Acknowledgement of Project Schedule	
		<input type="checkbox"/> Storm Water Pollution Prevention Certification	
		<input type="checkbox"/>	



Description: Window Replacement
Buildings: NA
Square Feet: NA

Preliminary
Pre Final
X Final

Description	Approved Prel. Budget 5/20/22	Proposed Final Budget 11/08/22	Comments
A. SITE			
1 SITE ACQUISITION/APPRaisal/TITLE	\$ -	\$ -	
2 SURVEY	\$ -	\$ -	
3 SITE SUPPORT - BOND FEES	\$ -	\$ -	
4 LEGAL FEES - Allowances	\$ 5,000	\$ 5,000	Allowance
5 OTHER (EIR/Negative Declaration)	\$ -	\$ -	
6 OTHER	\$ -	\$ -	
SITE SUBTOTAL	\$ 5,000	\$ 5,000	
B. PLANS			
1 ARCHITECT'S FEE FOR PLANS	\$ 40,500	\$ 40,900	Per contract with Wilson Architecture
2 DSA FEES	\$ -	\$ -	
DSA HOURLY FEES ALLOWANCE	\$ -	\$ -	
4 HEALTH DEPARTMENT	\$ -	\$ -	
5 ENERGY ANALYSIS FEES	\$ -	\$ -	
6 DEPARTMENT OF EDUCATION - PLAN CHECK FE	\$ -	\$ -	
7 PRELIMINARY TESTS			
A. SOILS	\$ -	\$ -	
B. OPSC & YRE CONSULTANTS	\$ 2,500	\$ 2,500	Allowance
C. BIDDING AND ADVERTISING	\$ 5,000	\$ 5,000	Allowance
D. ENGINEERING/CONSULTING	\$ -	\$ -	
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ 10,000	\$ 990	Per contract with HB&T
8 ADMINISTRATIVE COSTS	\$ -	\$ -	
PLANS SUBTOTAL	\$ 58,000	\$ 49,390	
C. CONSTRUCTION			
1 A. UTILITY SERVICE FEES	\$ -	\$ -	
B. UTILITY SERVICE IMPROVEMENTS	\$ -	\$ -	
2 OFF-SITE DEVELOPMENT	\$ -	\$ -	
3 SERVICE SITE DEVELOPMENT	\$ -	\$ -	
4 GENERAL SERVICE SITE DEVELOPMENT	\$ -	\$ -	
5 MODERNIZATION			
A. Window Replacement Contract	\$ 350,000	\$ 285,000	Per bid from August-Jaye Construction
B. Dry Rot Repair Allowance	\$ -	\$ 28,500	Allowance
6 DEMOLITION / INTERIM HOUSING*	\$ -	\$ -	
7 NEW CONSTRUCTON	\$ -	\$ -	
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ -	\$ -	
B. SPECIAL ACCESS COMPLIANCE	\$ -	\$ -	
C. TECHNOLOGY ALLOWANCE	\$ -	\$ -	
9 ENVIRONMENTAL ABATEMENT	\$ 25,000	Incl.	Included in item C.5
10 AIR MONITOR CLEARANCE	\$ -	\$ 10,000	Allowance
11 PROJECT MANAGEMENT	\$ 29,500	\$ 29,500	Per contract with RGM Kramer
12 OTHER (ITEMIZE)			
A. Labor Compliance	\$ -	\$ -	
B. MOVING/STORAGE (District Expense)	\$ -	\$ -	
C. UNDERGROUND UTILITY SEARCH	\$ -	\$ -	
CONSTRUCTION SUBTOTAL	\$ 404,500	\$ 353,000	
D. TESTS (CONSTRUCTION LAB)	\$ -	\$ -	
E. INSPECTION (IOR)	\$ 32,500	\$ 32,500	Allowance
F. FURNITURE AND EQUIPMENT	\$ -	\$ -	
G. CONTINGENCIES	\$ 52,500	\$ 42,750	
TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)	\$ 552,500	\$ 482,640	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: 1_____

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 23_____

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

SUBJECT:

Request to Approve the Contract with HKIT Architects for Pre-planning of New Restrooms at Isleton Elementary School

BACKGROUND:

On September 13, 2022, the Board approved the budget for New Restrooms at the Isleton Elementary School Cafeteria.

Status:

Isleton Elementary is in a flood plain and this site condition complicates the design. We are proposing to engage HKIT Architects to provide pre-planning/project definition services to assess possible locations for the restroom, including whether new construction or remodel of an existing space is the best option for the project. HKIT Architects will visit the site, meet with staff, provide code analysis and present to the Board of Trustees their findings.

Presenter:

Tammy Busch, Asst. Superintendent of Business Services and Katherine Wright,
Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Cost not to exceed \$15,000 from Measure J Bond Funds

RECOMMENDATION:

That the Board approves a contract with HKIT Architects for the pre-planning of the new restrooms at Isleton Elementary School

Time allocated: 5 minutes

October 27, 2022

Kathy Wright
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Reference: River Delta Unified School District
Isleton Restroom

Dear Kathy:

HKIT is pleased to provide you with this fee proposal for Isleton Elementary school new restroom's pre-planning / project definition and project feasibility phase. We understand that it is RDUSD's desire to provide restrooms for students and staff near the existing cafeteria building. Currently students walk across the street to the other side of campus to use the restroom. This campus is in a flood plain, therefore any new construction would be required to comply with special flood resistant design.

This proposal includes:

1. One (1) site visit to assess existing conditions
2. One (1) kickoff meeting with RDUSD to confirm scope and program
3. Pre-application meeting with the Division of the State Architect and possibly other agencies such as FEMA and CDE to discuss code requirements
4. Assessing possible locations for the restrooms, including whether new construction or remodel of an existing space is the best option for this project.
5. The review of a cost estimate done by others
6. One (1) meeting with the RDUSD to review findings and options
7. One (1) RDUSD School Board presentation

HKIT will provide meeting minutes.

The scope excludes the following items.

1. Cost Estimates
2. Schematic design through DSA closeout

COMPENSATION

We propose working hourly not to exceed bases of fifteen thousand dollars and 00/100 (**\$15,000**).

Reimbursable expenses will be billed at the cost to HKIT. If these terms are agreeable, please issue a contract for our services.

HKIT ARCHITECTS



Jeff Evans, AIA, LEED AP BD+C
Principal



Melissa Regan-Byers, AIA, LEED AP
Senior Project Manager

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: 4

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 24

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

SUBJECT:

Request the Board to Award a Contract for the Site Improvements for New Modular Classrooms at D.H. White Elementary School to the Lowest, Responsible Bidder, Kerex Engineering, Inc.

BACKGROUND:

On June 14, 2022, the Board approved a budget for the replacement of two leased portables at D. H. White Elementary School. The Board also approved and the District purchased two reconditioned modular buildings for installation at D. H. White. On September 23, 2022, a Notice to Bidders was published in the Sacramento Bee requesting bids for the sitework and utility extensions to install the two buildings. Bid documents were placed in multiple plan rooms including Contra Costa, Sacramento and Marin Counties. A Pre-Bid Conference was held on September 29, 2022, where five potential bidders attended.

On October 20, 2022, three bids were received. The lowest bid was submitted by Kerex Engineering at \$383,000 including a \$25,000 allowance for unforeseen conditions. This bid is very close to the preliminary budget of \$375,000.

STATUS:

Subsequent to the bid opening, the second bidder, Pro Builders, filed a protest of Kerex's bid alleging that Kerex did not list an electrical subcontractor and was required to do so. Kerex advised that they intend to self perform the electrical work and as such are not required to list an electrical subcontractor. The Contractors State License Board has confirmed that Kerex's contractor's license permits them to self perform the electrical work. District legal counsel has also reviewed the protest and concurs that Kerex's contractor's license permits them to self perform the electrical work and as such are not required to list an electrical subcontractor. Accordingly, Kerex Engineering is the lowest responsible bidder.

RGM Kramer has also updated the Master Budget for the project incorporating the actual bid amount and other actual contract amounts. The updated Master Budget is very close to the preliminary budget amount

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 \$383,000.

RECOMMENDATION: Staff recommends:

- (1) the Board reject the protest from Pro Builders
- (2) the Board award a contract to Kerex Engineering, Inc., Martinez, CA in the amount of \$383,000,
- (3) the Board approve the final Master Budget, and,
- (4) the Board authorize the Superintendent to approve additional miscellaneous expenditures for services that may be necessary to complete the project, subject to the approved Master Budget and existing Board policy.

Attachments:

Bid Results
Protest Letter
Email form CSLB
Legal Counsel prepared response to Protest Letter
Final Master Budget

Time allocated: 5 minutes

PROJECT NAME:

Site Improvements for New Modular Classrooms at DH White Elementary School

BIDS DUE:

Thursday, October 20, 2022, at 2:00PM

AT:

River Delta Unified School District

445 Montezuma Street

Rio Vista, CA 94571

CONTRACTOR	ADDENDA	ATTACHMENTS		BASE BID			
Kerex Engineering	1__X__	X	Bid Form	Total Bid: \$358,000.00			
		X	Non-Collusion Declaration				
		X	Site Visit Certification				
		X	Designation of Subcontractors				
		X	Bid Bond			Allowance-	\$25,000.00
		X	Information Required of Bidder			Total Base Bid:	\$383,000.00
		X	Certification of Contractor & Subcontractor DIR Registration				
		X	DVBE Participation Goal Compliance				
		X	Bidder's Acknowledgement of Project Schedule				
		X	Storm Water Pollution Prevention Certification				
		Swierstock Inc dba Pro Builders	1__X__			X	Bid Form
X	Non-Collusion Declaration						
X	Site Visit Certification						
X	Designation of Subcontractors						
X	Bid Bond			Allowance-	\$25,000.00		
X	Information Required of Bidder			Total Base Bid:	\$443,000.00		
X	Certification of Contractor & Subcontractor DIR Registration						
X	DVBE Participation Goal Compliance						
X	Bidder's Acknowledgement of Project Schedule						
X	Storm Water Pollution Prevention Certification						
BRCO Constructors	1__X__			X	Bid Form	Total Bid: \$520,000.00	
		X	Non-Collusion Declaration				
		X	Site Visit Certification				
		X	Designation of Subcontractors				
		X	Bid Bond	Allowance-	\$25,000.00		
		X	Information Required of Bidder	Total Base Bid:	\$545,000.00		
		X	Certification of Contractor & Subcontractor DIR Registration				
		X	DVBE Participation Goal Compliance				
		X	Bidder's Acknowledgement of Project Schedule				
		X	Storm Water Pollution Prevention Certification				
			1_____		Bid Form		
	Non-Collusion Declaration						
	Site Visit Certification						
	Designation of Subcontractors						
	Bid Bond			Allowance-	\$25,000.00		
	Information Required of Bidder			Total Base Bid:			
	Certification of Contractor & Subcontractor DIR Registration						
	DVBE Participation Goal Compliance						
	Bidder's Acknowledgement of Project Schedule						
	Storm Water Pollution Prevention Certification						



Probuilders
GENERAL CONTRACTOR

10/25/22

TO- River Delta Unified School District
RGM Kramer, Inc., Construction Manager
Sabrina Times
Eric Scheuermann

cc- Katherine Wright, Superintendent

PROJECT- Site Improvements for New Modular Classrooms, DH White Elementary School
Bids Opened on Oct 20, 2022

SUBJECT- Bid Protest Against Award of Contract to Kerex Engineering Inc.

Swierstok Enterprise Inc., dba Pro Builders is protesting against the award of this contract to Kerex Engineering, Inc. the apparent low bidder for the reason detailed below:

Kerex Engineering Inc., failed to list a subcontractor to perform Electrical work which constitutes a significant portion of the project. They listed Kalifornia Fire Alarm whose scope is only Fire Alarm as shown on the attached Proposal. Kerex Engineering Inc. holds an A- General Engineering Contractor License and as such, is not licensed to perform Electrical work.

Based on the above, we feel that Kerex's bid is non-responsive and that the award should be made to Swierstok Enterprise Inc., dba Pro Builders, the lowest responsible bidder.

Thank you for your consideration.

Sebastian Swierstok
President



Fire Alarm TI

Project Name: DH White ES New Modulares Proposal

Quote Date: 10/20/2022

Prepared By: Jake Familia

Quote #: JF22-155

Scope of Work:

Kalifornia Fire Alarm and Signal Inc. (KFS) is pleased to present the following **Turn-Key, PLAN-SPEC** proposal for the above referenced project. Please note the following scope of work, inclusions, exclusions and qualifications. This document or it's entire detailed scope, inclusions, exclusions and terms must be part of or an exhibit of any issued contract documents for the referenced work, verbatim, unless otherwise negotiated and notated.

Spec Section: 16900

System Description: Fire Alarm TI

Manufacturer: Fire Alarm: Simplex

Installation Method: Fire Alarm - Full conduit system: All raceway including back boxes etc to be installed by others and provided with string. *Approved change order will be required if system cabling will be free-aired in locations where allowed due to EC not providing conduit. Stubs and back boxes still need to be provided by others.*

Based Upon Reference/Bid Drawings: Floorplans and electrical sheets with Fire Comments for JOB NO. 222639 B3 dated June 2022

Fire Alarm System:

- KFS will create shop drawings and submittal packages for AHJ approval/permit. KFS will furnish, install and program a code compliant fire life safety system. Fire alarm system proposed shall be provided in accordance with 2019 CBC.
- Proposal is based upon a Simplex platform
 - EXISTING addressable FACP with cellular alarm signal transmission capability
 - Devices below to be added to EXISTING circuits:
 - NO PROVISIONS for new SLC expansion card, Power Supply or Amplifier.
 - (4) Addressable smoke detector
 - (6) Addressable monitor module
 - (6) Attic/Above Ceiling heat detector
 - (2) Wall mount speaker strobe
 - (1) Weatherproof speaker
 - Supervision and FA relay controlled shutdown of UP TO (0) conventional duct detectors
 - duct detectors furnished and installed by mechanical contractor
 - KFS will not connect to HVAC control boards
 - contacts or cable for shutdown must be provided to KFS Relay by mechanical contractor unless otherwise requested of KFS



- Full Fire Alarm Occupant notification as shown
- All system cabling
 - Proposal is based upon fire alarm system cabling being installed in a COMPLETE conduit system
 - Additional costs will apply if free-air cabling is required in areas due to the lack of a provided conduit system
 - NO PROVISIONS for fire smoke damper interface, supervision or door holders
 - Proposal acknowledges NO ADDENDUMS
 - KFS requires (40) hours (M-F 0700-1530 excluding Overtime/Doubletime) to complete the above scope. Before KFS begins work, all necessary electrical rough-in must be 100% complete with all conduit/raceway and boxes installed per KFS shop drawings and provided with string for KFS to pull in new fire alarm cable. Burden/fines/damages for any missed project deadlines that are beyond KFS's control due to insufficient time to perform scope as stated above will be sole responsibility of others.
 - As-Built Fire Alarm Plan cabinet is included as required by NFPA 72 24.4.3.5.5.1
 - KFS will request authorization to proceed prior to commencement should any matter arise that presents additional costs to the end user
 - KFS will provide customer training on the system with authorized personnel
 - Prior to pre-testing, KFS will provide the end-user with a central station monitoring agreement and Test and Inspection proposal. Monitoring agreement and account creation with KFSI or other entity must be in place prior to pre-testing and final testing with AHJ
 - Dedicated 120v circuits must be available in every location where KFS proposes a Fire alarm control panel or fire alarm power supply, audio amplifiers etc.

Includes:

1. PREVAILING wage rates
2. Engineering, Submittal booklets and shop drawings per KFS standards
 - a. Permit fee excluded (will be billed as change order if KFS submits)
3. Provide and install equipment per scope of work.
4. All device programming
5. Terminal cabinet makeup
6. Specialty back boxes for KFS provided material
7. Equipment supplied by KFS will be warranted for a period of (1) one-year.
 - a. unless otherwise noted or required per project specification
8. Ground freight and applicable sales tax
9. Owner training session for the above scope of work
10. Complete functional pre-test and final test with AHJ witnessing
11. As-Built Drawings and operation manuals
12. Project engineering including creation of shop drawings, material procurement and all construction coordination will begin when KFS has in possession
 - a. *Purchase Order / Sub-Contract*
 - b. *Complete set of contract drawing and specifications related to ALL trades in CAD Format*
 - c. *ALL addendums related to ALL trades.*
 - d. *Current construction schedule.*
 - e. *Electronic and **current/accurate** CAD files of site plan(s) and floor plan(s) including system As-Builts for any TI/Addition work*



f. Complete preliminary information, insurance requirements and approved schedule of values

Excludes:

1. Emergency Responder Communications Repeater and Area-of-Refuge Systems
 - a. quotation available upon request
2. Installation of any Signage
3. **Lift rental unless otherwise noted**
4. Voice/data copper and fiber patch cables
5. Installation of specialty back boxes
6. **All raceway systems including but not limited to: conduit, wiremold, cable tray, ladder racking, standard electrical back boxes, terminal cans and hanging hooks**
7. **Fire penetrations, sleeves, stubs, and caulking.**
8. 2-hour rated shaft for Survivability requirement
9. All 120VAC power – supply and connection to KFS equipment
10. Supervision and interface with duct detectors AND fire smoke dampers not mentioned in above scope or shown in provided bid documents
11. Magnetic door holders unless mentioned in above scope
12. Gas Detection system
13. CO detection
14. Fan test , HVAC air balancing and testing
15. 3rd. party testing and fees.
16. Additional testing for State Elevator Inspector, End-User Inspectors etc
17. FACP phone lines
18. Supervision of any existing building duct detectors not tied into existing building FA System
19. **Any wire/cabling from KFS provided duct detectors to HVAC Units necessary for shutdown/emergency controls**
20. **Providing and/or installing any access doors.**
21. Connecting to any third party equipment not provided by KFS
22. Grounding and bonding.
23. Painting/patching
24. Provision/installation of any seismic restraints
25. Material, Labor, and Coordination by other trades.
26. Structural supports and enclosure/speaker backing
27. Structural engineer certifications/calculations/stamp
28. Fire Protection or Professional Engineer Stamp
29. Voice Intelligibility Analysis
30. Parking fees.
31. Fire Watch and fees
32. All bond and bond fees.
33. PLA, PSA agreements
34. Any demo of existing Fire Alarm equipment
35. **Any additional items/devices required by the AHJ**
36. **Plan and permit fees**
 - a. **To be billed at 115% of permit cost if KFS submits**
37. **UL Certificate**



Terms and Conditions:

Design/Build projects:

1. Quotation does not include any additional labor or trips required for a phased project.
2. No work will be performed until a written contract, purchase order, electronically transmitted Letter of Intent and all pertinent preliminary information and insurance requirements have been received.
3. This proposal is valid for (30) days from the date noted above. Due to volatility of material pricing, KFS reserves right to amend proposals older than 30 days before contracting
4. This proposal and all language it contains shall become an integral part of any contract, sub-contract, purchase order or written directive whether so stated or not.
5. This proposal is based on a normal eight (8) hour workday from 8:00am – 5:00pm. National holidays are not included.
6. Parking shall be provided for **KFS** company vehicles.
7. Contractor or customer is responsible for providing appropriate wage determination for the project
8. Turn-Around on submittals and shop drawings is **30** working days or more once KFS has possession of an executed contract and **ALL** necessary project files/drawings in CAD/.dwg format

Price for the Above Scope of Work

Turn-Key Fire Alarm System Installation:	\$18,400.00
---	--------------------

Submitted By: Jake Familia
 Kalifornia Fire and Signal Inc
 216 N East St
 Woodland, CA 95776
jfamilia@kaliforniafire.com
 916-252-9889

Kalifornia Fire and Signal Inc. is hereby authorized to proceed with the above scope of work the price and terms referenced in this building systems quote.

Authorized By: _____ Date: _____ Scope Chosen: _____

Signature: _____

Company Name: _____

Address: _____

City/State/Zip: _____

Purchase Order #: _____ Purchase Order Amount: _____



Patrick Madden <patrick@kerengineering.com>

Class A & Electrical Works

CSLB Classifications Deputy@CSLB <Classifications@cslb.ca.gov>
To: Patrick Madden <patrick@kerengineering.com>

Wed, Oct 26, 2022 at 10:32 AM

Good morning,

A-General Engineering contractors enter into contracts for projects that are in connection to fixed works and require specialized engineering knowledge and skills. If an overall engineering project you have been awarded includes electrical work, you are licensed to self-perform that electrical work.

The Labor Code sections related to certified electricians only apply to C10-Electrical contractors.

Hal Clay

Special Investigator

Licensing Classification Deputy

Contractors State License Board

916 255-6333 fax

This determination is not a formal declaratory decision under the comprehensive process in the Administrative Procedures Act. I trust that the foregoing information has been of assistance to you.

From: Patrick Madden <patrick@kerengineering.com>
Sent: Tuesday, October 25, 2022 4:20 PM
To: CSLB Classifications Deputy@CSLB <Classifications@cslb.ca.gov>
Subject: Class A & Electrical Works

CAUTION: This email originated from outside of CSLB. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I have a certified Journeyman Electrician as an employee on my team, my company holds a class A license. Are there any limits to the electrical work we can perform?

Typically the electrical work is only a portion of any project that I look at, for example a grading & paving job or a site utility job.

--

Regards,

Patrick Madden,

President,

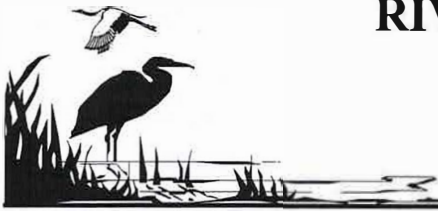
Kerex Engineering Inc.

Main Office: (877)782-6730

Cell phone: (347)613-5788

Website: www.kerexengineering.com

[



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

October 28, 2022

VIA EMAIL AND CERTIFIED MAIL

Swierstok Enterprise
dba Pro Builders
7030 Drywood Way
Orangevale, CA 95662

Attention: Sebastian Swierstok

Re: River Delta Unified School District – Site Improvements for New Modular Classrooms at D.H. White Elementary School (DSA: 02-120569)

Dear Mr. Swierstok:

Swierstok Enterprise's bid protest in connection with the above-referenced project, dated as of October 25, 2022, has been received and reviewed. The protest alleged the apparent low bidder, Kerex Engineering Inc., "failed to list a subcontractor to perform electrical work which constitutes a significant portion of the project...Kerex Engineering Inc. holds an A-General Engineering Contractor License and as such, is not licensed to perform Electrical work." The protest is denied.

According to the Contractors State License Board and applicable laws and regulations, A-General Engineering contractors who have been awarded an engineering project that includes electrical work may self-perform such electrical work. It is not required for such A-General Engineering contractor to list an electrical subcontractor if such contractor self-performs the work.

It is the District's intent to recommend to the Board of Trustees at the meeting on November 8, 2022 at 6:30 p.m. that the contract for the above-referenced project be awarded to Kerex Engineering Inc. You have the right to provide a response during the public comment section of the meeting. A Public Comment Card must be submitted before 6:30 p.m. on November 8, 2022. Please see the District's website at Board – RDUSD Board Agenda and Minutes – 2022 Board Agenda and Minutes for instructions relating to the Public Comment Card.

Very Truly Yours,

Katherine Wright
Superintendent

cc: Board of Trustees
Marlin L. Jones, RGM Kramer, Inc.
Stacy L. Toledo, Parker & Covert LLP
Norm Wilson, Wilson Architecture, Inc.
Patrick Madden, Kerex Engineering Inc.

Creating Excellence To Ensure That All Students Learn



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

Preliminary
Pre Final
X Final

Option 1: 2 each 30x32 Classrooms

Description	Approved Prel. Budget 5/20/22	Proposed Final Budget 11/08/22	Comments
A. SITE			
1 SITE ACQUISITION/APPRaisal/TITLE	\$ -		
2 SURVEY	\$ 5,500	\$ 5,500	Per contract with BKF Engineering
3 SITE SUPPORT - BOND FEES	\$ -		
4 LEGAL FEES - Allowances	\$ 3,500	\$ 3,500	Allowance
5 OTHER (EIR/Negative Declaration)	\$ -		
6 OTHER	\$ -		
SITE SUBTOTAL	\$ 9,000	\$ 9,000	
B. PLANS			
1 ARCHITECT'S FEE FOR PLANS	\$ 19,800	\$ 19,800	Per contract with Wilson Architecture
2 DSA FEES	\$ 9,581	\$ 9,686	Per DSA fee schedule
DSA HOURLY FEES ALLOWANCE	\$ -	\$ -	
4 HEALTH DEPARTMENT	\$ -	\$ -	
5 ENERGY ANALYSIS FEES	\$ -	\$ -	
6 DEPARTMENT OF EDUCATION - PLAN CHECK FEE	\$ 417	\$ 422	
7 PRELIMINARY TESTS			
A. SOILS	\$ -	\$ -	
B. OPSC & YRE CONSULTANTS	\$ 5,000	\$ 5,000	
C. BIDDING AND ADVERTISING	\$ 3,500	\$ 3,500	
D. ENGINEERING/CONSULTING	\$ -	\$ -	
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ -	\$ -	
8 ADMINISTRATIVE COSTS	\$ -	\$ -	
PLANS SUBTOTAL	\$ 38,298	\$ 38,408	
C. CONSTRUCTION			
1 A. UTILITY SERVICE FEES	\$ -	\$ -	
B. UTILITY SERVICE IMPROVEMENTS	\$ -	\$ -	
2 OFF-SITE DEVELOPMENT	\$ -	\$ -	
3 SERVICE SITE DEVELOPMENT	\$ -	\$ -	
4 GENERAL SERVICE SITE DEVELOPMENT	\$ 375,000	\$ 383,000	Per bid from Kerex Engineering
5 MODERNIZATION	\$ -	\$ -	
6 DEMOLITION / INTERIM HOUSING*	\$ 15,000	\$ 15,000	Disconnect/remove existing portables.
7 NEW CONSTRUCTION	\$ 205,497	\$ 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	\$ 49,262	Per Contract Schedule
12 OTHER (ITEMIZE)			
A. Labor Compliance	\$ -	\$ -	
B. MOVING/STORAGE (District Expense)	\$ -	\$ -	
C. UNDERGROUND UTILITY SEARCH	\$ -	\$ -	
CONSTRUCTION SUBTOTAL	\$ 644,159	\$ 652,759	
D. TESTS (CONSTRUCTION LAB)	\$ 14,887	\$ 14,950	Per proposal from Wallace-Kuhl
E. INSPECTION (IOR)	\$ 52,000	\$ 35,200	Per proposal from CAS Inspections
F. FURNITURE AND EQUIPMENT	\$ 12,500	\$ 12,500	Allowance
G. CONTINGENCIES	\$ 89,325	\$ 90,525	
TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)	\$ 860,169	\$ 853,342	

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Codi Agan, Director of Personnel

Item Number: 25

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

SUBJECT:

Request to Approve the Provisional Internship Permit as Authorized by the Commission on Teacher Credentialing for 2022-2023 school year.

BACKGROUND:

Due to the unavailability of fully qualified and acceptable teaching candidates to teach for the 2022-2023 school year, RDUSD has had to assign teachers under the provision of a Provisional Internship Permit as authorized by the Commission on Teacher Credentialing.

STATUS:

Public posting, attached, was posted November 4, 2022 – November 8, 2022. Applicants have been prepared and are ready to be submitted to the commission on Teacher Credentialing for, Ryan Golding, Delta High and Brenda Casillas, Walnut Grove Elementary.

PRESENTER:

Codi Agan, Director of Personnel

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Provisional Internship Permit Request on Ryan Golding and Brenda Casillas.

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>

PUBLIC NOTICE

INTENT TO REQUEST A PROVISIONAL INTERNSHIP PERMIT (PIP) FROM THE COMMISSION ON TEACHER CREDENTIALING

I, Katherine Wright, Superintendent for River Delta Unified School District do hereby declare that a need has been shown that the district is currently unable to recruit fully qualified and acceptable teaching candidates. Therefore, it is my intent to employ the following people under the provisions of a Provisional Internship Permit as authorized by the California Commission on Teacher Credentialing.

Ryan Golding
Brenda Casillas

Delta High School
Walnut Grove Elementary School

Single Subject Credential Science
Multiple Subject Credential

As required by law, this notice will be posted in a public place for a minimum of Seventy-two (72) hours. The period of this posting shall commence on Friday, November 4, 2022, at 5:00 p.m. and will end on Tuesday, November 8, 2022, at 5:00 p.m.

Any person having an objection to the use of a Provisional Internship Permit for the filing of the above-mentioned teaching positions shall submit such objection in writing to Superintendent, Katherine Wright, 445 Montezuma Street, Rio Vista, CA 94571.

NOTE: The Board of Trustees encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, contact the Superintendent's Office at (707) 374-1711 at least 48 hours before the scheduled meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132).]

11/1/22

Dated

Katherine Wright
Superintendent

PLEASE POST

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

Creating Excellence To Ensure That All Students Learn

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

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

Wind River School
Mokelumne High School



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

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

<http://riverdelta.org>

NOTICIA PUBLICA

INTENCION DE SOLICITAR UN PERMISO DE PASANTIA PROVISIONAL (PIP) DE LA COMISION DE CREDENCIALIZACION DE MAESTROS

Yo, Katherine Wright, Superintendente del Distrito Escolar Unificado River Delta, declaro por lo presente que se ha demostrado la necesidad de que el distrito actualmente no puede reclutar candidatos docentes aceptables y completamente calificados. Por lo tanto, tengo la intención de emplear a las siguientes personas bajo las disposiciones de un Permiso de Pasantía Provisional según lo autoriza la Comisión de Acreditación de Maestros de California.

Ryan Golding
Brenda Casillas

Escuela Secundaria Delta
Escuela Primaria Walnut Grove

Credencial de Una Sola Materia Ciencias
Credencial de Materia Múltiple

Según lo exige la ley, esta noticia se publicará en un lugar público por un mínimo de setenta y dos (72) horas. El periodo de esta publicación comenzará el viernes, 4 de noviembre de 2022, a las 5:00 p.m. y finalizará el martes, 8 de noviembre de 2022, a las 5:00 p.m.

Cualquier persona que tenga una objeción al uso de un Permiso de Pasantía Provisionales para la presentación de los puestos docentes mencionados anteriormente deberá presentar dicha objeción por escrito a la Superintendente, Katherine Wright, 445 Montezuma Street, Rio Vista, CA 94571.

NOTA: La Junta Directiva anima a las personas con discapacidades a que participen plenamente en el proceso de la reunión pública. Si necesita una modificación o adaptación relacionada con una discapacidad, incluidos servicios o ayudas auxiliares, para participar en la reunión pública, comuníquese con la Oficina de la Superintendente al (707) 374-1711 por lo menos 48 horas anterior a la reunión programada para hacer los esfuerzos razonables para complacerle. [Codigo de Gobierno § 54954.2; Ley de Estadounidenses con Discapacidades de 1990, § 202 (42 U.S.C. § 12132).]

11/1/22

Fecha

Katherine Wright
Superintendente

POR FAVOR PUBLICAR

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

River Delta High/Elementary School

Creating Excellence To Ensure That All Students Learn

Walnut Grove School

D. H. White Elementary

River Delta High/Elementary School

Delta Elementary Charter School

Delta High School

Rio Vista High School

River Delta Community Day School

Wind River School
Mokelumne High School

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: X

From: Codi Agan, Director of Personnel

Item Number: 26

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

SUBJECT:

Request to Approve the Short-Term Staffing Permit as authorized by the Commission on Teacher Credentialing for 2022-2023 school year.

BACKGROUND:

Due to the unavailability of fully qualified and acceptable teaching candidates to teach for the 2022-2023 school year, RDUSD has had to assign teachers under the provision of a Short-Term Staffing Permit as authorized by the Commission on Teacher Credentialing.

STATUS:

Public posting, attached, was posted November 4, 2022 – November 8, 2022. Applicants have been prepared and are ready to be submitted to the commission on Teacher Credentialing for, Mikayla Cobb, D.H. White Elementary.

PRESENTER:

Codi Agan, Director of Personnel

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Short-Term Staffing Permit Request on Mikayla Cobb.

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>

PUBLIC NOTICE

INTENT TO REQUEST A SHORT-TERM STAFFING PERMIT (STSP) FROM THE COMMISSION ON TEACHER CREDENTIALING

I, Katherine Wright, Superintendent for River Delta Unified School District do hereby declare that a need has been shown that the district is currently unable to recruit fully qualified and acceptable teaching candidates. Therefore, it is my intent to employ the following people under the provisions of a Short-Term Staffing Permit as authorized by the California Commission on Teacher Credentialing.

Mikayla Cobb

D.H. White Elementary School

Multiple Subject Credential

As required by law, this notice will be posted in a public place for a minimum of Seventy-two (72) hours. The period of this posting shall commence on Friday, November 4, 2022, at 5:00 p.m. and will end on Tuesday, November 8, 2022, at 5:00 p.m.

Any person having an objection to the use of a Short-Term Staffing Permit for the filing of the above-mentioned teaching positions shall submit such objection in writing to Superintendent, Katherine Wright, 445 Montezuma Street, Rio Vista, CA 94571.

NOTE: The Board of Trustees encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, contact the Superintendent's Office at (707) 374-1711 at least 48 hours before the scheduled meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132).]

11/1/22
Dated

Katherine Wright
Superintendent

PLEASE POST

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

Creating Excellence To Ensure That All Students Learn

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

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

Wind River School
Mokelumne High School



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

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

<http://riverdelta.org>

NOTICIA PUBLICA

INTENCION DE SOLICITAR UN PERMISO DE PERSONAL A CORTO PLAZO (STSP) DE LA COMISION DE CREDENCIAL DE MAESTROS

Yo, Katherine Wright, Superintendente del Distrito Escolar Unificado River Delta, declaro por lo presente que se ha demostrado la necesidad de que el distrito actualmente no puede reclutar candidatos docentes aceptables y completamente calificados. Por lo tanto, tengo la intención de emplear a las siguientes personas bajo las disposiciones de un Permiso de Personal a Corto Plazo según lo autoriza la Comisión de Acreditación de Maestros de California.

Mikayla Cobb

Escuela Primaria D.H. White

Credencial de Materia Multiple

Según lo exige la ley, esta noticia se publicará en un lugar público por un mínimo de setenta y dos (72) horas. El periodo de esta publicación comenzara el viernes, 4 de noviembre de 2022, a las 5:00 p.m. y finalizara el martes, 8 de noviembre de 2022, a las 5:00 p.m.

Cualquier persona que tenga una objeción al uso de un Permiso de Personal a Corto Plazo para la presentación de los puestos docentes mencionados anteriormente deberá presentar dicha objeción por escrito a la Superintendente, Katherine Wright, 445 Montezuma Street, Rio Vista, CA 94571.

NOTA: La Junta Directiva anima a las personas con discapacidades a que participen plenamente en el proceso de la reunión pública. Si necesita una modificación o adaptación relacionada con una discapacidad, incluidos servicios o ayudas auxiliares, para participar en la reunión pública, comuníquese con la Oficina de la Superintendente al (707) 374-1711 por lo menos 48 horas anterior a la reunión programada para hacer los esfuerzos razonables para complacerle. [Codigo de Gobierno § 54954.2; Ley de Estadounidenses con Discapacidades de 1990, § 202 (42 U.S.C. § 12132).]

11/1/22

Fecha

Katherine Wright
Superintendente

POR FAVOR PUBLICAR

Bates School
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Delta Elementary Charter School

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

Wind River School
Mokelumne High School

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 8, 2022

Attachments: _____

From: Jennifer Stone, Board President

Item Number: 27

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

SUBJECT:

Request to Approve the Amended Employment Agreement, Section II: Salary, Part 1, for Katherine Wright, Superintendent

BACKGROUND:

The Board of Trustee entered into a contract with Katherine Wright as the District's Superintendent on May 14, 2019, commencing on July 1, 2019. In the contract it states that the Board may grant an additional salary increase to the Superintendent at any time in its discretion. The Board of Trustee has reviewed and analyzed comparable Superintendent's salaries to determine the salary increase. The Superintendent has not had a base salary increase for the duration of the contract, July 1, 2019 through June 30, 2021.

STATUS:

Effective July 1, 2021, the salary compensation for the Superintendent will be amended to \$202,751.64.

PRESENTER:

Jennifer Stone, Board President

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

The cost of salary increase is \$25,000.

RECOMMENDATION:

That the Board approves the amended employment agreement for Katherine Wright, Superintendent.

Time allocated: 2 minutes

Amendment II

II. SALARY

1. SUPERINTENDENT shall receive an annual base salary of \$202,751.64 per year less all legally required deductions, payable in 12 equal monthly installments on the last day of each month for services rendered during that month. Where only a portion of the year served, salary and fringe benefits shall be prorated, unless otherwise provided herein.

Board President, Jennifer Stone Date

Superintendent, Katherine Wright Date