

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:

October 11, 2022

Bates Elementary School ♦ 180 Primasing, Courtland, CA

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

Listen in English: Meeting ID: 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: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific item listed until it is brought up for discussion.** To address the Board, raise your hand and when you have been called on, please step up to the podium and state your name. **However, understand the Board may not take action on any item which is not listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed three minutes to address the Board on any non-agendized item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.} **If you have a comment or complaint regarding a specific employee, please refrain from making a public comment and contact the employee's supervisor for resolution.**
9. **Reports, Presentations, Information**
 - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.1.1 Board Members' report(s)
 - 9.1.2 Committee report(s)
 - 9.1.2.1 City of Rio Vista 2 X 2
 - 9.1.3 Superintendent Wright's report(s)

9.1.3.1 Notice of Intention to Amend the Conflict of Interest Code for River Delta Unified School District

- 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 Riverview Middle School New Parking Lot Bond Project Update - RGM Kramer
 - 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
 - 9.3.2 School Plan for Student Achievement 2022-2023 Presentation: Bates Elementary School, Walnut Grove Elementary School, Delta High School and Clarksburg Middle School – Site Principals
 - 9.3.3 Bates Elementary Dual Immersion Presentation - MJ Kiwan Gómez, Ed.D., Principal
 - 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
- 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, September 13, 2021
- 10.2 Receive and Approve Monthly Personnel Reports
 - As of October 12, 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

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

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

- 11. Request to Approve 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

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

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

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

- 14. Re-Adjourn to continue Closed Session, if needed
- 15. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Stone
- 16. Adjournment

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

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

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office 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, October 7, 2021, by or before 5:30 p.m.

By: Jennifer Gaston Jennifer Gaston, Executive Assistant, to the Superintendent.

ATTACHMENT

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

By Order of the President of the Board of Trustees, this is a Call for the Regular Meeting of the Board of Trustees of the River Delta Unified School District to be held:

October 11, 2022

Bates Elementary School ♦ 180 Primasing, Courtland, 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 October 11, 2022, at the Bates Elementary School, Courtland, 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: _____

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 2022

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 9.1.3.1

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

SUBJECT:

Request the Board to Hold a 45-day Comment Period of the Notice of Intension to Amend the Conflict of Interest Code of River Delta Unified School District.

BACKGROUND:

It is essential and legally-required for the conflict of interest code for River Delta Unified School District reflect the current structure of its organization. Part of the processes in amending the conflict of interest code is identifying the proper officials who should be filing statements of Economic Interests (Form 700) is to hold a 45-day public comment period, and to notify all employees of the 45-daycomment period.

STATUS:

Attached is a draft copy of the Notice of Intention to Amend the Conflict of Interest Code of the River Delta Unified School District. A 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 by submitting them no later than the November 25, 2022 deadline or at the conclusion of the Public Hearing, if requested, whichever comes later. A hearing must be requested no later than November 1, 2022.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

None

RECOMMENDATION:

That the Board holds a 45-day comment period of the Notice of Intension to Amend the Conflict of Interest Code of River Delta Unified School District.

Time allocated: 3 minutes

CONFLICT OF INTEREST CODE FOR THE
RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT

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

Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction. (Government Code 81008.) All statements will be retained by the District.

CONFLICT OF INTEREST CODE FOR THE
RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT

APPENDIX A
Designated Positions

<u>Position</u>	<u>Disclosure Category</u>
Superintendent	1
Athletic Director	2
Chief Assistant Superintendent of Educational Services Officer	
2	
Coordinator, After School Program	2
Coordinator, First 5 Readiness Program	2
Coordinators, Secondary Education (VP)	2
Director, Accounting Dept.	2
Director, Personnel Dept.	2
Director, Special Education	2
Director, Maintenance, Operations & Transportation Dept.	2
Supervisor, Maintenance, Operations	2
Supervisor, Transportation	2
District Nurses	2
Executive Assistant to the Superintendent	2
School Principals	2
Consultants/New Positions	*

* Consultants/New Positions shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this code subject to the following limitation:

The Superintendent may determine in writing that a particular consultant or new position, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's or new position's duties and, based on that description, a statement of the extent of disclosure requirements. The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Government Code 81008)

Public Officials Who Manage Public Investments:

The following positions are not covered by the conflict of interest code because they must file a statement of economic interests pursuant to Government Code Section 87200 and, therefore, are listed for informational purposes only:

- Members of the Board of Trustees
- ~~Chief Assistant Superintendent of~~ Business Officer

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe their position has been categorized incorrectly. The Fair Political Practices Commission makes the final

CONFLICT OF INTEREST CODE FOR THE
RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT

determination whether a position is covered by Government Code Section 87200.

APPENDIX B

Disclosure Categories

Category 1

Designated persons in this category must report:

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

Category 2

Designated persons in this category must report investments or business positions or income, including receipt of gifts, loans, and travel payments, from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs; or,
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 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 (**SEPTEMBER MONTH 2**)

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 90** students compared to the same month of school year 2021-22, decreasing from 1838 to 1748 (does not include Adult Ed).

District-wide enrollment **decreased by 32 students** compared to **last month** from 1,780 to 1,748. (Does not include Adult Ed)

District-wide attendance **increased by 56 ADA** compared to **last month**, from 1,604 to 1,660. (Does not include Adult Ed)

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

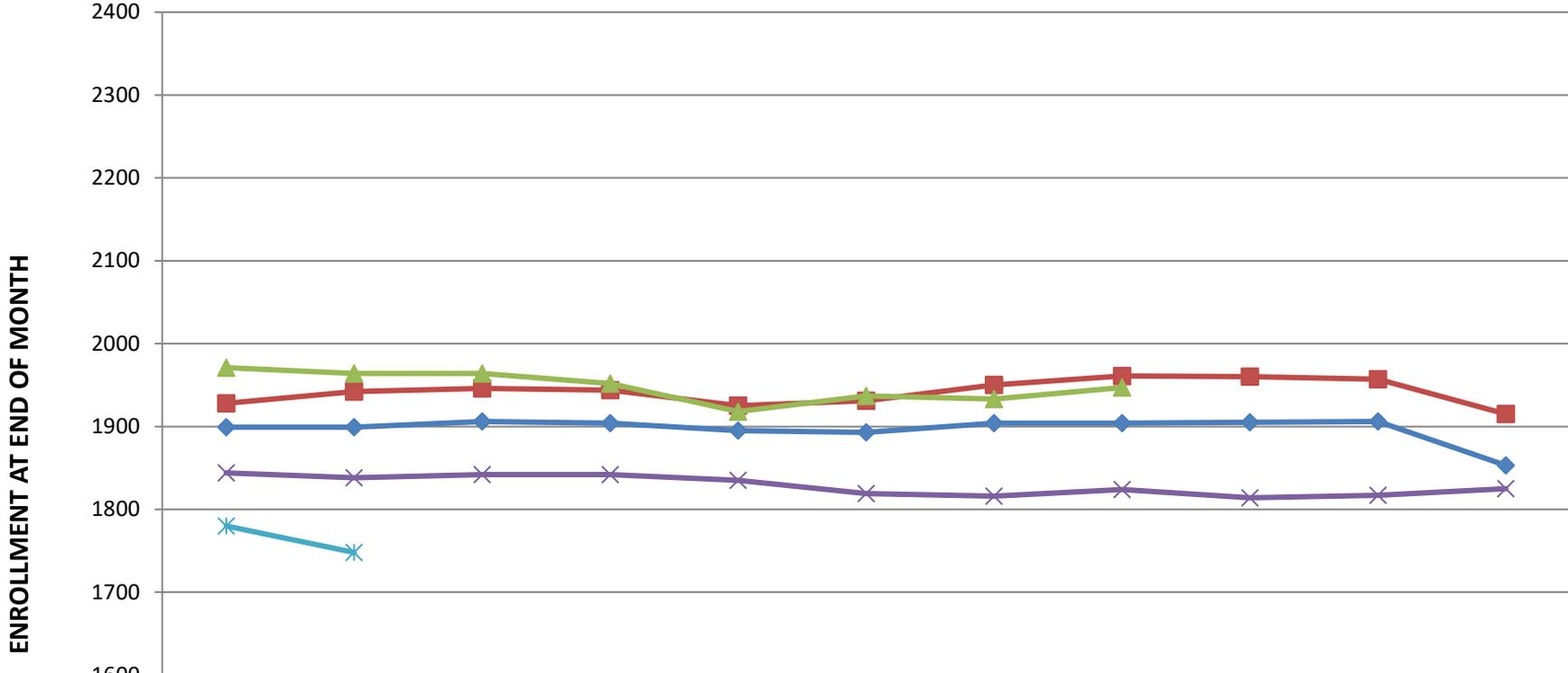
RECOMMENDATION:

That the Board receives the information presented

Time allocated: 3 minutes

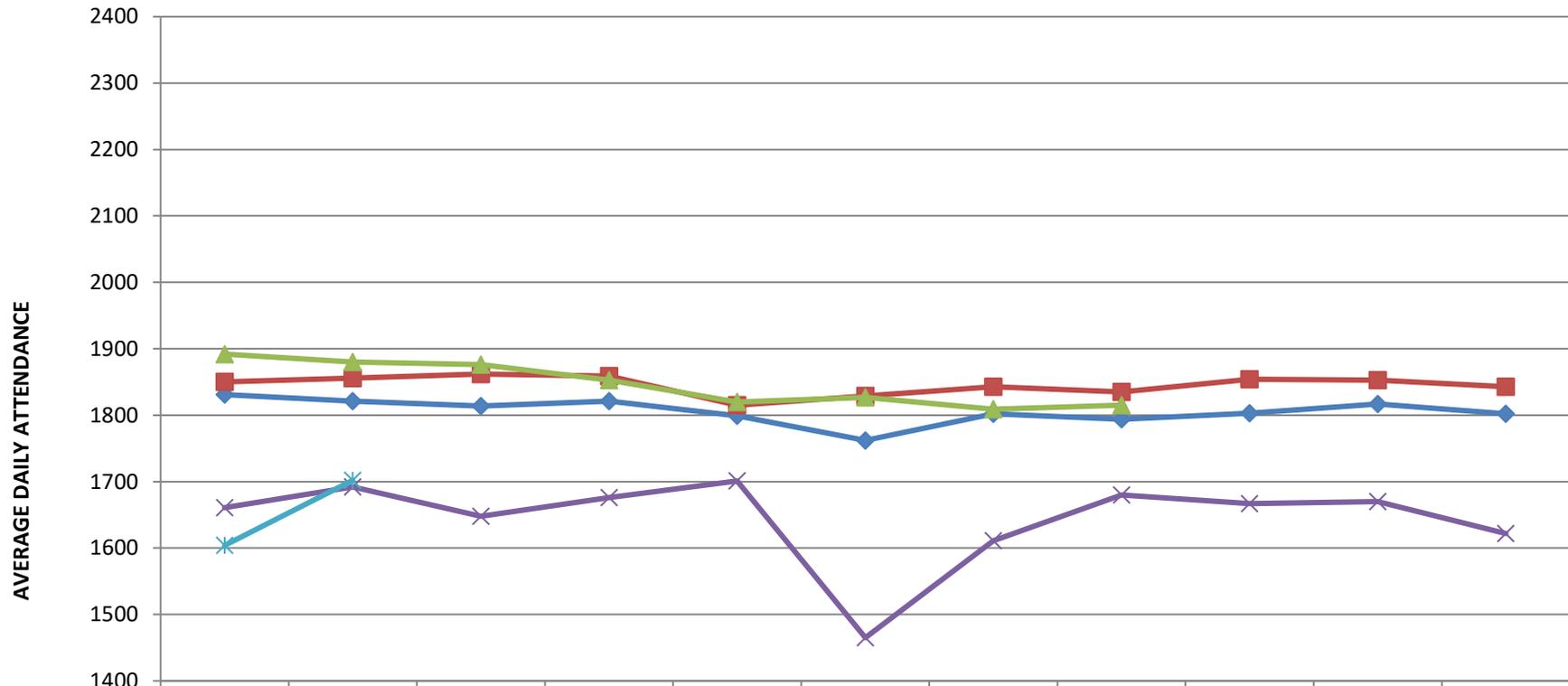
SITE		AUG	AUG	% of ADA	SEPT	SEPT	Incr/Decr From Pr Month
		21-22	22-23		21-22	22-23	
BATES	ENR	89	83	94.0%	90	83	0
	ADA	85	78		84	79	
CLARKSBURG (7th & 8th Gr)	ENR	149	138	89.1%	149	137	-1
	ADA	139	123		142	129	
ISLETON	ENR	158	174	92.5%	155	178	4
	ADA	141	161		149	166	
RIVERVIEW	ENR	192	168	90.5%	187	165	-3
	ADA	169	152		172	152	
WALNUT GROVE	ENR	167	156	88.5%	167	136	-20
	ADA	149	138		153	144	
D.H. WHITE	ENR	390	395	89.1%	383	379	-16
	ADA	342	352		352	344	
ELEMENTARY SUB TOTAL	ENR	1,145	1,114		1,131	1,078	-36
	ADA	1,025	1,004		1,052	1,014	
CLARKSBURG (9th Grade)	ENR	76	62	93.5%	76	64	2
	ADA	73	58		72	60	
DELTA HIGH	ENR	217	211	87.7%	215	206	-5
	ADA	205	185		203	193	
RIO VISTA HIGH	ENR	380	367	91.3%	378	367	0
	ADA	345	335		344	327	
HIGH SCHOOL SUB TOTAL	ENR	673	640		669	637	-3
	ADA	623	578		619	580	
Mokelumne High (Continuation)	ENR	4	1		4	4	3
	ADA	2	0		2	41	
River Delta High/Elem (Alternative)	ENR	22	25		34	29	4
	ADA	11	22		19	25	
Community Day	ENR	0	0		0	0	0
	ADA	0	0		0	0	
TOTAL K-12 LCFF Funded	ENR	1,844	1,780		1,838	1,748	-32
	ADA	1,661	1,604		1,692	1,660	
Wind River- Adult Ed	ENR	0	8		0		-8
TOTAL DISTRICT	ENR	1,844	1,788		1,838	1,748	-40

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									

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									

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 2022 Attachments: X

From: Tammy Busch, Asst. Supt. Business Services 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 Assistant Superintendent of Business Services 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 district ending fund from the prior month, the percentage of the districts ending fund balance (reserves) at the end of the reported month.

The report does not include any encumbered expenditures.

STATUS:

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

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
 September 30, 2022

Working Budget						Actuals thru: 9/30/2022					
	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	9,207,301	18,446,920	17,589,114	10,065,107	2,416,081	127,259	2,288,822	12.41%	3,544,175	20.15%	
Restricted	2,365,170	11,362,872	11,381,705	2,346,337	558,107		558,107	4.91%	1,311,515	11.52%	
Combined	11,572,471	29,809,792	28,970,819	12,411,444	2,974,188	127,259	2,974,188	9.98%	4,855,690	16.76%	
Other Funds											
Adult Ed. (11)	87,922	92,540	92,540	87,922	23,663		23,663	25.57%	20,828	22.51%	
Child Development (12)	762	288,702	311,325	(21,861)	81,778		81,778	28.33%	43,453	13.96%	
Cafeteria (13)	334,650	991,116	989,116	336,650	187,510		187,510	18.92%	116,357	11.76%	
Sp. Res-Other than Cap. Outlay (17)	40,753	400	-	41,153	-		-	0.00%	-	0.00%	
Bond Fund (21)	19,585,807	34,656	-	19,620,463	-		-	0.00%	-	0.00%	
Bond Fund- Measure J (22)			-	-	-		-	0.00%	144,149	0.00%	
Bond Fund - Measure K (23)			-	-	-		-	0.00%	140,303	0.00%	
Developer Fees (25)	1,114,452	318,371	339,255	1,093,568	549,327		549,327	172.54%	588,520	173.47%	
County School Facilities (35)	3,398	30	-	3,428	-		-	0.00%	-	0.00%	
Capital Projects (49)	419,139	6,450	-	425,589	-		-	0.00%	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: October 11, 2022

Attachments: X

From: Tammy Busch, Asst. Superintendent of Business Services Item Number: 9.2.1.3

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

SUBJECT:

RGM Kramer, Inc. Will Present an Update on the Riverview Middle School New Parking Lot Bond Project.

BACKGROUND:

On May 10, 2022 the Board approved the project budget for the Riverview Middle School New Parking Lot Project. Topographic surveys and geotechnical report have been completed. HKIT Architects and RGM Kramer met with Marcy Rossi, Principal of Riverview Middle School, Dan Mahoney, Board Member, Ken Gaston, Director of MOT and Tammy Busch, Asst. Superintendent of Business to review the design progress. RGM Kramer had their meeting with the Division of State Architect (DSA).

STATUS:

RGM Kramer will provide an update on the Riverview Middle School New Parking Lot and invite feedback from the Board.

PRESENTER:

Maria Denney and Ralph Caputo, RGM Kramer and Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Katherine Wright, Superintendent

COST AND FUNDING SOURCES:

None

RECOMMENDATION:

That the Board receives the information on the updates on Riverview Middle School New Parking Lot Bond Project.

Time allocated: minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

MEASURE J & K

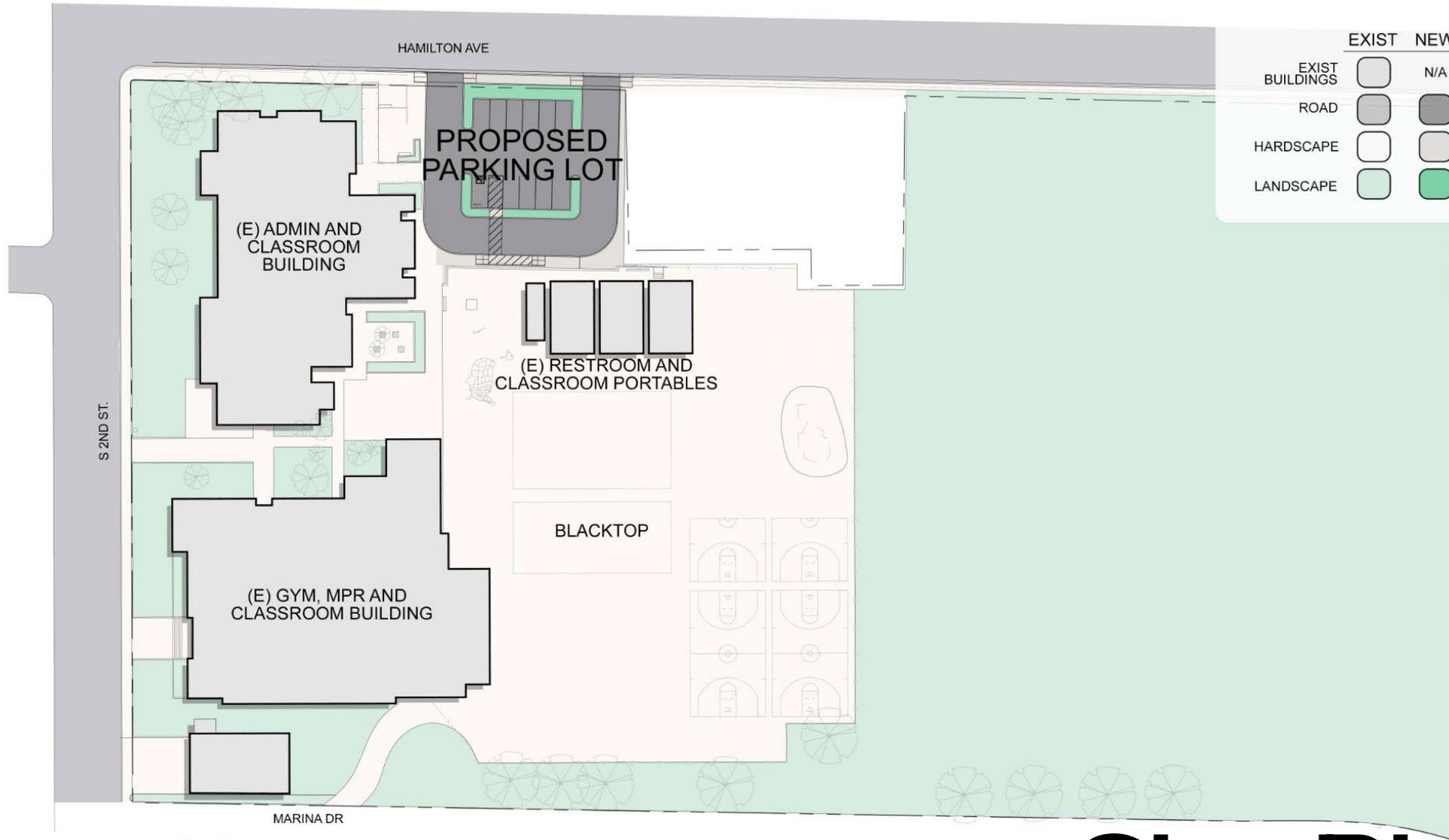
Riverview Middle School Student Drop-Off and Accessibility

PROJECT UPDATE

Board Presentation | October 11, 2022



Riverview Middle School



DESIGN

Site Plan



DSA PRE-APP MEETING

- If pick-up and drop-off is from street only, accessible drop-off is not required to be added by DSA for new construction or modernization
- If there is no parking on-site, accessible parking is not required to be added by DSA for new construction or modernization
- If a new parking lot is constructed, an accessible path of travel is required to the main office. Providing this path from where parking lot is proposed would require extensive work to existing ramps and walkways
- Accessibility is a civil rights issue and although DSA does not require these items, a user may require accommodations in the future

Riverview – Potential Projects

- New shade structure
- Modernize Gym
- Modernize classroom building
 - Hallway to restrooms
 - Reconfigure classrooms
- Replace portables with new modular buildings
- Science classroom
- HVAC replacement
- Roofing replacement
- 8th grade courtyard improvements
- New elevator



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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 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 MOT Information Report

BACKGROUND:

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

STATUS:

See attached monthly report for the period of September 2022

PRESENTER:

Ken Gaston

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receives this information

Time allocated: 5 minutes

Maintenance, Operations & Transportation
Monthly Report for Board Meeting
October 11, 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 water lines in boys' gym bathroom. - \$118
 - Repaired broken drain lines for classroom sinks. - \$138
 - Flipped over tire swing and leveled bark in play area. - \$110

- **Clarksburg Middle School**
 - Replaced two fuse and condenser in AC unit for room 6. - \$130

- **Delta High School**
 - Replaced AC motor and condenser motor in AG room. - \$525

- **D. H. White Elementary**
 - Changed pinning on the two doors and made keys for office C. - \$110
 - Replaced ballast for the lights in the hallway by the new office. - \$105
 - Inspected toilet that was making a loud noise in main office. - \$110
 - Installed four feminine product dispensers. - \$1,740

- **Isleton Elementary School**
 - Washed chiller coils and trim tree above AC unit for more air flow. - \$620
 - Removed and dispose broken soccer goal from field - \$110

- **Rio Vista High School**
 - Fixed leaked in AC system and recharge unit in Radio Room. - \$620
 - Camacho Mechanical inspected AC unit in office. - \$280
 - Took up threshold located next to the counselor's office. - \$110
 - Glued drawer back together in Culinary Arts Room. - \$110
 - Camacho Mechanical installed AC parts: system is running in classroom. - \$110
 - Changed out plug in floor for score board at gym. - \$144
 - Unclog urinal and replaced flush valve in boys' bathroom. - \$110

- **Riverview Middle School**
 - Replaced bolts and tightened loose wood on benches in front of school. - \$110

- **Walnut Grove Elementary School**
 - Replaced p-trap in facet girls' bathroom. - \$110
 - Patched opening around ceiling vent in room 10. - \$110

- **Transportation Dept.**
 - Replaced sandbags, removed weeds, trash and debris around fuel tanks. - \$110

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 2022

Attachments: X

From: Nancy Vielhauer, Assistant Superintendent of Educational Services Item Number: 9.3.2

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

SUBJECT:

Presentation of the Districts' Single Plan for Student Achievement for Walnut Grove Elementary School; Bates Elementary School; Clarksburg Middle School and Delta High School for the 2022-2023 school year

BACKGROUND:

River Delta Unified School District (RDUSD) school sites have been working steadfast and diligently to continue to provide our students with opportunities for excellence in education and experiences that are rich in rigor, technology and campus culture.

STATUS:

During the October 11, 2022, regularly scheduled meeting of the RDUSD Board of Trustees, principals from Walnut Grove Elementary School; Bates Elementary School; Clarksburg Middle School and Delta High School will share successes, challenges and areas for continued growth as identified by each Single Plan for Student Achievement (SPSA).

PRESENTER: Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board receives the presentations of the Districts' Single Plan for Student Achievement for Walnut Grove Elementary School; Bates Elementary School; Clarksburg Middle School and Delta High School for the 2022-2023 school year.

Time allocated: 15 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 2022

Attachments: X

From: Nancy Vielhauer, Asst. Superintendent of Educational Services Item Number: 9.3.3

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

SUBJECT:

Williams Settlement Public Notification Regarding Sufficiency of Teachers, Facilities, and Textbook and Instructional Materials – First Quarter 2022 (July-September)

BACKGROUND:

The Williams Settlement requires that all students have qualified teachers, appropriate instructional materials and that their schools be clean and safe. The settlement holds schools accountable for delivering these fundamental elements. Education Code 35186 BP 13124 also requires the district provide quarterly reports regarding Williams Settlement compliance.

STATUS:

The district has received no complaints this quarter.

PRESENTER: Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the district.

RECOMMENDATION:

That the board receives this item as fulfillment of Williams Settlement requirements.

Time allocated: 2 minutes

Quarterly District Report: *Williams* Uniform Complaint Process (UCP)

Properly submitting this form to SCOE serves as your district's *Williams* UCP Quarterly Complaint Report per *Education Code* § 35186(d). All fields are required.

SUBMITTER INFORMATION

Trisha Salomon

Secretary

707-374-1729

Name

Person submitting form

tsalomon@rdusd.org

E-mail Address

Job Title

Phone Number

Include area code

DISTRICT INFORMATION

River Delta U.S.D.

2022

Quarter 1 (Jul.–Sept.)

School District

Year Covered by This Report

Quarter Covered by This Report

COMPLAINTS

Sufficiency of Textbooks

Total Number of Textbook Complaints Enter 0 if none.	0
Number of Textbook Complaints <u>Resolved</u> Enter 0 if none.	0
Number of Textbook Complaints <u>Unresolved</u> Enter 0 if none.	0

Emergency School Facilities Issues

Total Number of Emergency Facilities Complaints Enter 0 if none.	0
Number of Emergency Facilities Complaints <u>Resolved</u> Enter 0 if none.	0
Number of Emergency Facilities Complaints <u>Unresolved</u> Enter 0 if none.	0

Vacancy or Misassignment of Teachers

Total Number of Vacancy/Misassignment Complaints Enter 0 if none.	0
Number of Vacancy/Misassignment Complaints <u>Resolved</u> Enter 0 if none.	0
Number of Vacancy/Misassignment Complaints <u>Unresolved</u> Enter 0 if none.	0

RESOLUTION OF COMPLAINTS

Briefly summarize the nature of complaints and how they were resolved.

Enter "N/A" if no complaints were received. If you need more space, enter "sent by e-mail" and send your summary to Shannon Hansen with your report.

N/A

REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

The number of UCP complaints (textbooks, facilities, and teachers categories) filed for the quarter being reported *MUST* be entered in this report. Please check the box below confirming this:



Includes All UCP Complaints

All UCP complaints for the indicated quarter are being reported—from my district office and all school sites in my district.

By submitting this form, you certify that the information is complete and accurate, and that you have verified the accuracy of the report information by contacting each school in your district. The report includes *ALL* UCP complaints in the above categories received at school sites in the district, plus the district office.

RETURN INSTRUCTIONS

After completing the form in its entirety, save the file and e-mail it to Shannon Hansen at the Sacramento County Office of Education (SCOE): shannonh@scoe.net.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 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 September 13, 2022.

BACKGROUND:

Attached are the Minutes from the Regular meeting of the Board of Trustees held on September 13, 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

September 13, 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 5:37 p.m. on September 13, 2022 at Walnut Grove Elementary School, Walnut Grove, 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 @ 5:38 pm**

Member Lamera moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Mahoney, Riley, Lamera, Casillas, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
5. **Open Session was reconvened at 6:43 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 Gabino Perez, Principal of Walnut Grove Elementary School
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 Riley moved to approve, Member Lamera seconded. Motion carried 7(Ayes: Mahoney, Riley, Lamera, Casillas, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
8. **Public Comment:** Mary Jane Battista, Coordinator of the Good News Club After School Program for the Rio Vista area informed the Board that she has completed a Facility Use Form for the use of a room at D.H. White Elementary School for the purpose of operating a Good News Club (GNC) in Rio Vista. She stated that she has complied by filing out the Facility Usage Form, along with a \$100 deposit. She stated that she was advised in order to obtain permission to hold the GNC in the school was to offer her program after 6:30pm. She informed the Board that it is legal by Supreme Court ruling to hold a Good News Club in the school setting after school. She requested the Board to consider an earlier time for her program, as the later time is an inconvenience to the parents. They will be tired after working all day to bring them back to the school for her program, and for that reason, the children will miss out on the program. She feels that the parents will allow the children to attend the Good News Club if the Club can meet directly after school. She stated that the GNC is not a church; it is a club that children attend with parent permission. Child Evangelism Fellowship (CEF) provides insurance while the program is running on school campus. CEF volunteers are live scanned and trained prior to working in the GNC. Mrs. Battista provided success stories of the Good News Club.

George "Hoot" Apple, community member and coach at Rio Vista High School, introduced himself and read of a letter that was signed by the Rio Vista High School administrators and several of the Rio Vista

High School coaching staff and sent to the Board of Trustees. The contents of the letter was to express their concerns for the students and how to support them moving forward. Mr. Apple stated that coaches create relationships through the District's athletic programs during the many hours spent with them. Mr. Apple noted that this is the time in the athletes' young lives that they are trying to figure out who they are and who they will become. He explained that, unfortunately, some of the athletes make mistakes, as there are not perfect human beings. He feels that, when they make these mistakes, it is a good time to use them as a teachable moment. Mr. Apple has the opinion that, if students are sent away for these mistakes, some coaches feel that it sends a message that the students are not valued and that we as a community and the school district thinks that the student cannot change and make better choices in life. He stated that the coaches propose that they make a commitment to give second chances when a student makes a mistake and provide opportunities to build relationships instead of sending them to districts outside of the River Delta Unified School District. Mr. Apple stated that they are committed to do anything in their capacity to help students that have lost their way to get back on track and keeping these students in the community is the best thing for them.

Charles Van Riper, teacher at Delta High and Clarksburg Middle Schools, mentioned that prior to the next rounds of negotiating meetings, he wanted to provide his perspective in the topics being negotiated. He has the opinion that the success of student's academics is a thriving school and the way to maintain a thriving school is teacher retention. He feels that the way to retain teachers is through teacher's salaries, health benefits and retirement benefits. Mr. Van Riper explained to the Board the different components used to determine a teacher's retirement earnings.

Marisol Hernandez, parent, asked the Board to provide assistance for bussing for her daughter. Board President Stone introduced Tracy Barbieri, the Director of Special Education, and mentioning that Ms. Barbieri will follow up with her request.

9. Reports, Presentations, Information

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

9.1.1 Board Member Report(s) – Member Riley reported that she met with former Board Member, Alicia Fernandez, at Bates Elementary School for a campus tour. It turned to be a quick tour as Principal MJ Kiwan Gómez was busy teaching in a classroom that day. Member Riley mentioned that the Dual Immersion Program seemed to be moving along nicely.

Member Lamera reported that he, along with Board President Stone and Member Jelly, toured the Bates Elementary campus to see the Dual Immersion Program in action, stating that it was awesome to see what Principal Kiwan Gómez had started.

Member Lamera mentioned that he and Member Jelly made a site visit to Isleton Elementary School. He and Board President Stone visited Clarksburg Middle and Delta High Schools allowing President Stone the opportunity to meet the new administrators. He plans on visiting the remaining District school sites in the near future.

Member Lamera attended the Rio Vista High School vs. Delta High School volleyball game. He noted that both volleyball coaches are Alumni of Delta High School and gave them praise.

Lastly, Member Lamera reported that he and other members of the Board attended the Friends of Clarksburg Service and Recreation Fundraising event, stating he had a lot of fun.

Member Riley mentioned that, on September 20th, the Rio Vista High School Volleyball Team is hosting the Annual Deven Davis Memorial Scholarship Fundraiser.

Board President Stone added to Member Lamera report that the day they were visiting Delta High School it was extremely hot and were invited to have a popsicle with the students. She also mentioned that, when visiting any of the school during the heat wave the air conditioners have been put to the test. President Stone said that Ken Gaston and his team worked very hard to keep all the air conditioning units working.

President Stone announced that she had exciting news. Mr. Perez worked hard to obtain a sizable donation from the local Walmart. Walmart was extremely generous with the

donation with over three pallets of school supplies. President Stone was invited to be present when the shipment of school supplies was delivered. It was very exciting to setup a store-like environment for the teachers to shop for supplies for their classrooms. The students will greatly benefit from this donation.

Member Mahoney reported that he made site visits to the three schools in Rio Vista to see how the air conditioning units were working in the classrooms. He mentioned the Ken Gaston and his crew were doing an amazing job keeping up with repairs on the units during the 115-degree weather.

9.1.1.1 Committee Meeting 2 X 2 with the City of Rio Vista – Member Mahoney reported that at the August 25, 2022 meeting, the group discussed the possibility for the Delta Breeze to transport students to school with an adult chaperone. The main focus of the meeting was spent discussing the potential well site at Rio Vista High School. He noted that the location is near the bus yard at the far end of the future baseball field area. He stated that a test well would be installed to verify that the location is viable.

They provided the City of Rio Vista with information regarding the Brann Ranch Mitigation Agreement. However, since the agreement is in negotiations, there was little information to provide them.

9.1.2 Superintendent Wright's Report(s) - Superintendent Wright thanked everyone who was attending the meeting, since it is a special night honoring two very special employees. She noted that she had the distinct honor and privilege recognizing two outstanding River Delta Unified School District employees who have been selected as the Teacher of the Year and the Classified Employee of the Year.

9.1.2.1 Recognition of the Teacher of the Year, Gabino Perez – Superintendent Wright announced that Gabino Perez has been selected at the District's 2022 Teacher of the Year. He started his career in the District in 2008 in our after school programs. He also worked as an instructional aide at many school sites. In 2015 he was hired as the School-to-Career Coordinator for our Career Technical Education Program and just one year later he was hired to teach a Transitional Kindergarten class at Walnut Grove Elementary School. He transitioned into teaching 5th grade serving students and families for five years.

Mr. Perez has worked in almost every intervention and enrichment program offered including Migrant Education Summer School, Summer Reading Program, teaching English as a Second Language to adults through the Adult Education Program, First 5 Programs (Zumbini), he has coached sports in the After School Program, and every chance he gets, he steps in to help with any event held at Walnut Grove Elementary School. We are so happy to now have him as our Principal at Walnut Grove Elementary School. Superintendent Wright presented Mr. Perez with a personalized memorable clock honoring his years of service and achievements.

9.1.2.2 Recognition of the California State Employees Association (CSEA), Christy Ramirez – Superintendent Wright announced that Christy Ramirez has been selected at 2022 CSEA Employee of the Year. She has been an employee since 2008 serving student with special needs. She is also an integral part of the After School Program in Isleton. She gives new meaning to having high expectations and belief that all students can learn. She is always an utmost professional and a team player with a very positive attitude. Her relationships with students, staff and parents are top notch. Superintendent Wright presented Ms. Ramirez with a personalized engraved pen to recognize her years of service she has provided the students and their families.

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, Director of MOT

9.2.1 Monthly Financial Report – Tammy Busch, Assistant Superintendent of Business Services, reported in the report that listed under Fund 25 - Developer Fees the Year-to-Date expenditures of \$582,033 was to payoff the Shea Homes loan. With this payment in full, the General Fund will no longer have this annual expense. Fund 49 – Capital Projects holds our Mello-Roos Funds. Ms. Busch has been working with the Sacramento County Office of Education and Governmental Financial Strategies to rectify the errors made over the past few years. In the past, these funds have been deposited into the District's General Fund instead of Fund 49 as intended. You will see these changes on the Unaudited Actuals.

Member Mahoney has asked if the SMUD invoices could be broken out for Courtland to see where each usage is being charged. Ms. Busch stated that she has been working on all the District's utility invoices.

9.2.2 Maintenance, Operations & Transportation Update - Ken Gaston, Director of MOT reported that, in addition to the report submitted, the grants from CARB in the amount of approximately \$85,000 is for the purchases of electric lawn mowers. The electric lawn mowers have a great reduction in noise and will allow the gardeners the ability to mow up close to the school during class time. Hopefully, the grant funds will be received soon, so the electric mowers can be purchased. Mr. Gaston stated that the electric mowers are approximately three times the costs of traditional gas or diesel mowers and without these grants the District would not be able to make these purchases.

Mr. Gaston mentioned that the transportation department is looking to purchase a replacement 10-passenger van to transport students. He stated that, as far as good news for the transportation department, we have received four new applicants. He has hopes that they can complete all the necessary tests to become drivers for the District.

9.2.3 HKIT Architects to Present an Update on Designs for Rio Vista High School's New Classrooms and Delta High School/Clarksburg Middle School's Cafeteria Modernization Projects – Tammy Busch, Asst. Superintendent of Business Services introduced Maria Denney from RGM Kramer and Melissa Reagan-Byers from HKIT Architects, who provided a timeline and design progress for these projects, inviting feedback from the Board of Trustees.

9.3 Education Services' and Special Education Reports and/or Presentation(s) – Nancy Vielhauer, Assistant Superintendent of Educational Services

9.3.1 Educational Services Update – Nancy Vielhauer, Assistant Superintendent of Educational Services, reported that a lot of work is in progress since the last meeting. In the next week the District will be offering two sessions of Crisis Intervention Classroom Culture training for teachers. The first round of MAP testing will be ending this week and will establish the baseline for this year growth. The District's Student Information System is being updated and new documentation standards for Aeries will be sent to the principals. Ms. Vielhauer mentioned that she will be attending the School Shooter FBI Training offered at Jesuit High School. Ms. Vielhauer announced that staff is being hired for the new D.H. White Elementary School After School Program. She will also be meeting with Solano County support staff to help in rolling out the CA Healthy Kids Survey this October.

9.3.2 Social Emotional Learning - Health and Wellness Plan Update – Jennie Gornto, SEAD Coordinator, provided an overview of the Health and Wellness programs throughout the District. She stated that, through support providers, Mental Health Clinicians are being provided at Walnut Grove Elementary, Isleton Elementary and Riverview Middle Schools. Ms. Gornto announced that two of the five SEL counselors have been hired. Ms. Gornto provided a list programs that are being implemented or piloted at the school sites.

9.3.3 Summer Bridge Program Presentation – Gabino Perez, Summer School Principal, announced that the Summer Bridge Program was held at Walnut Grove Elementary School for K-6 grade students. The program had the focus of ELA, Math and STEM

along with enrichment and hands on activities. The program sponsored an Open House with 40 families in attendance. Mr. Perez introduce students Lily Jimenez and Marisol Navarro, who spoke of their experiences in the Summer Bridge Program and how much they enjoyed it.

Mr. Perez introduced two staff members, Brenda and Sulema Casillas. Brenda Casillas explained what she learned through her mentor and trainings and how she was able to use this knowledge during the Summer Bridge Program. Sulema Casillas also shared her experience with the trainings she has received and how she used this learning experiences with the students and is looking forward to next year's program. Both staff members passed around art projects, writing samples, and activities from the program to demonstrate what the students learned over the course of the program.

- 9.3.4 Special Education Update – Tracy Barbieri, Director of Special Education, presented the 2022-2023 Special Education Professional Development Plan to members of the Board. She explained that the goals set in the plan are directly aligned with the District's LCAP. Ms. Barbieri gave examples of some trainings that would be provided to staff, however, she stated that there were too many to list.

9.4 River Delta Unified Teacher's Association (RDUTA) Update – Chris Smith, RDUTA President, reported that, since he has been the President for RDUTA, he has had the opportunity to meet many teachers that he didn't previously know. He stated that one common complaint that he has received, is that, when changes take place, they feel blindsided. Mr. Smith noted that, while he knows changes are done for good reasons, teachers may not be aware of the reasons or not told prior to the changes taking place. Mr. Smith asked if they could be included more often when decisions are being made or help to solve some of the issues that come up.

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

10. Consent Calendar

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

- 10.1 Approve Board Minutes
Regular Meeting of the Board, August 9, 2022
- 10.2 Receive and Approve Monthly Personnel Reports
As of August 29, 2022
- 10.3 District's Monthly Expenditure Report
August 2022
- 10.4 Request to Approve the Contract with Document Tracking Services for the 2022-2023 School Year to Create a Variety of District Documents Including the School Accountability Report Cards (SARC) and Single Plan for Student Achievement (SPSA) at a cost not to exceed \$4,650 – Educational Service Funds - Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.5 Request to Approve the Contract with Frontline Education an Employee Management System for the remaining of FY 2022-2023 at a cost not exceed \$14,411.88, General Fund – Tammy Busch, Assistant Superintendent of Business Services
- 10.6 Request to Approve the A-G Completion and Improvement Grant Plan - Nancy Vielhauer, Assistant Superintendent of Educational Services
- 10.7 Donations to Receive and Acknowledge:

River Delta Unified School District

Delta Moose Lodge – School Supplies (approx. \$200)

*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.

Superintendent Wright announced the Schools First Credit Union donated 25 sets of tickets for the Sacramento Republics soccer game. The teachers and staff were very excited about the donation. She wanted to recognize the credit union for their thoughtful donation.

Action Items -- Individual speakers shall be allowed two minutes to address the Board on any agenda item. The Board may limit the total time for public input on each agenda item to 20 minutes. With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. Procedures for Public comment will follow the same process as in number 8.

11. Request to Approve the Second and Final Reading of the Updated or New Board Policies, Administrative Regulations and Exhibits Due to New Legislation, Mandated Language and/or Citation Revisions as of June 2022 – Katherine Wright, Superintendent

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

12. Request to Approve the Provisional Internship Permits as authorized by the Commission on Teacher Credentialing for 2022-2023 school year – Katherine Wright, Superintendent

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

13. Request to Hold a Public Hearing on the Sufficiency of Textbooks and Instructional Materials and to Approve Resolution #837 on the Sufficiency of Textbooks and Instructional Materials as per Education Code Section 60199 and 5 CCR 9531 for 2022-2023 School Year – Nancy Vielhauer, Assistant Superintendent of Educational Services

Open Public Hearing 8:06 pm

Public Comment: No comments received

Close Public Hearing 8:07 pm

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

14. Request to Approve Resolution #838 Regarding the 2021-2022 Appropriations (Gann) Limit Calculation – Tammy Busch, Assistant Superintendent of Business Services

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

15. Request to Approve the Unaudited Actuals Financial Report for 2021-2022 – Tammy Busch, Assistant Superintendent of Business Services

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

16. Request to Approve the Proposals and Authorize HB&T Environmental Inc. to Provide Environmental Consulting Services for the Delta High School/Clarksburg Middle School Cafeteria Modernization, Walnut Grove Fire Alarm and Walnut Grove Window Projects – Measure K Funds \$6813 – Tammy Busch, Asst. Superintendent of Business Services

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

17. Request to Approve Electrical Upgrade Project for Delta High School Cafeteria Site– Measure K Bond Funds, not to exceed \$536,997 – Tammy Busch, Asst. 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)*

18. Request to Approve the Construction of New Restrooms at Isleton Elementary School – Measure J Bond Funds, not to exceed \$904,610 – Tammy Busch, Asst. Superintendent of Business Services

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

19. Request to Approve the Variable-Term Waiver as Authorized by the Commission on Teacher Credentialing for 2022-2023 School Year – Katherine Wright, Superintendent

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

20. Re-Adjourn to continue Closed Session, if needed – Board President Stone reported that the Board would be re-adjourning to Closed Session to receive information. She stated that the Board would not be taking actions, however, anyone from the public was welcome to stay on site when they reconvened to close the meeting.

21. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) – Board President Stone reported that there were no actions to report.

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

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

The meeting was adjourned at 10:16 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: October 11, 2021

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: October 11, 2022

ACTION - CERTIFICATED	NAME	POSITION	FTE	SITE/DEPT	EFFECTIVE DATE	VICE
Resignation	Eleanor Barnett	Elementary Teacher	1.00	Walnut Grove Elementary	9/30/2022	
	Lisa Posnick	Elementary Teacher	1.00	Walnut Grove Elementary	9/30/2022	
Released	Lacey Dubois	SDC Teacher	1.00	D.H. White Elementary	10/3/2022	
New Hire - Probationary	Sang Nguyen	Math Teacher	1.00	Clarksburg Middle	9/19/2022	Michael Sammis
ACTION - CLASSIFIED	NAME	POSITION	FTE	SITE/DEPT	EFFECTIVE DATE	VICE
Resignation	Maria Palma Hernandez	Health Assistant	0.88	Districtwide	7/20/2022	
	Amber Gregory-Gleaves	Instructional Assistant IV	0.81	D.H. White Elementary	9/16/2022	
	Kirstie Riley	Instructional Assistant I	0.19	D.H. White Elementary	9/13/2022	
	Nancy Guggemos	Instructional Assistant I	0.19	D.H. White Elementary	9/16/2022	
	Alejandro Ruiz Carillo	Accounting Specialist	1.00	District Office	8/31/2022	
	Magali Paritda	Instructional Assistant III	0.81	Clarksburg Middle	10/21/2022	
	Brenda Casillas	Instructional Assistant I	0.13	Walnut Grove	9/30/2022	
New Hire - Probationary	Kamerin Hutson	Food Service Worker	0.88	Walnut Grove Elementary		Mercy Hinshaw
	Gaudalupe Ruiz	Health Assistant	0.94	Districtwide	9/19/2022	Megan Bodle
	Trudy Meeker	Food Service Worker	0.94	Rio Vista High		Donna Hibma
	Claudia Cervantes	Health Assistant	0.94		10/1/2022	Maria Palma Hernandez
	Lisette Casillas	Secretary	0.50	Isleton State Preschool	10/1/2022	Noemi Alcaraz
	Lisette Casillas	Instructional Assistant II	0.44	Isleton State Preschool	10/1/2022	Noemi Alcaraz
	Robin Prout	Instructional Assistant IV	0.88	Rio Vista High	9/13/2022	Point Quest
	Iliana Mandujano	Instructional Assistant IV	0.81	D.H. White Elementary	9/19/2022	Point Quest
	Caitlyn De La Torre	Instructional Assistant I	0.13	Walnut Grove Elementary	10/1/2022	Josephine Avila
	Alondra Barrera	Instructional Assistant I	0.13	Walnut Grove Elementary	10/1/2022	
	Nancy Guggemos	Instructional Assistant II	0.81	D.H. White Elementary	9/19/2022	
	Amber Gregory-Gleaves	Instructional Assistant I	0.13	D.H. White Elementary	9/19/2022	Nancy Guggemos

RIVER DELTA UNIFIED SCHOOL DISTRICT
PERSONNEL TRANSACTION AND REPORT
DATE: October 11, 2022

	Jessica Hardwick	Asst. Preschhol Teacher	0.88	Isleton Elementary	9/26/2022	Jessica Hardwick
	Sulema Casillas	Instructional Assistant III	0.81	Walnut Grove Elementary	10/3/2022	Cassidy Hansen
Resignation - ASP	Sarah Thompsn	Afterschool Staff	-	Isleton Elementary		
New Hire - ASP	Sarah Thompson	Afterschool staff	-	Isleton Elementary		
	Samantha Granados	Afterschool staff	-	Walnut GroveElementary		
	Christopher Folk	Afterschool staff	-	Walnut Grove Elementary		
	Alondra Barrera	Afterschool Staff	-	Walnut Grove Elementary		
	Taurus Byers	Afterschool Staff	-	D.H. White Elementary		
	Alexia Tejada	Afterschool staff	-	Bates Elementary		
	Alessandra Mogianessi	Afterschool staff	-	D.H. White Elementary		
	Monica Garcia	Afterschool staff	-	D.H. White Elementary		

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 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:

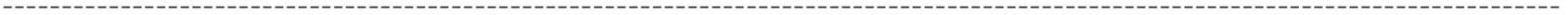
Report prepared: Mon, Oct 03, 2022, 8:32 AM

1LJF-QRWK-WF1M	ISLE SUPPLIES	09/22/2022	23372682	PV-230208	321.08	N
1QFX-41DP-TQHP	ED SV SUPPLIES	09/22/2022	23372682	PV-230208	226.95	N
1PGH-DWVX-PHQ6	ED SV SUPPLIES	09/22/2022	23372682	PV-230208	17.30	N
1NDJ-DYPP-M71G	ED SV SUPPLIES	09/22/2022	23372682	PV-230208	245.55	N
1PHY-JRYW-1D3P	ISLE TCHR LAPTP	09/22/2022	23372682	PV-230208	866.51	N
1LJF-QRWK-WF1M	MAINT SUPPLIES	09/22/2022	23372682	PV-230208	744.22	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015705 ARMORZONE ATHLETIC 22443 GAP ROAD HARRISBURG, OR 97446 (541) 914-7572	2,745.89	5158 FTBL SHLDR PADS/HELMETS	09/20/2022	23372093 PV-230186	2,745.89	N
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710 (0) - 0	30,586.00	DHS COUNS CONFERENCE RVHS COUNS CONFERENCE DHS CONF ED SV WEBINAR BARKMAN AIRFARE SHIPPING FASTRAK SHIPPING RVHS CONF ZOOM RENEWAL RETURNED PAYMENT FOR US BANK FEMININE DISPENSERS BUS OFF CHAIRS RMS TABLES DHW SUPPLIES FEE REFUND RVHS MILK COOLER	09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022 09/22/2022	23372672 PO-230215 23372672 PO-230215 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372672 PV-230207 23372673 PV-230207	45.00 135.00 192.19 294.42 239.96 1,531.25 43.00 533.23 192.19 7,890.00 4,943.41 19,097.65 447.17 2,730.76 83.76 100.15 2,173.98	N N N N N N N N N N N N N N N N N N N
015254 BANKSTON, STACEY 3130 BALFOUR ROAD STE D-112 BRENTWOOD, CA 94513 (0) - 0	670.00	1009/1010 RVHS PROF SERV	09/13/2022	23370703 PV-230157	670.00	Y
015688 BARBIERI, TRACY 4044 ANEDON CIRCLE SACRAMENTO, CA 95826 (0) - 0	78.68	AUG MILEAGE	09/20/2022	23372122 TC-230035	78.68	N
013404 BARNES & NOBLE 1600 GATEWAY BLVD FAIRFIELD, CA 94533	1,428.29	4311620 DHS NOVELS	09/20/2022	23372109 PO-230156	1,428.29	N

(707) 435-0484

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	3,638.97	DIST ALARMS RMS FIRE MONITORING	09/13/2022 09/27/2022	23370704 PV-230158 23373424 PV-230210	2,048.33 1,590.64	N N
(209) 465-1986		N BALCO HOLDINGS				
013642 BLACK POINT ENVIRONMENTAL INC 930 SHILOH RD BLDG 40F WINDSOR, CA 95492	935.33	2020 PROJ #247 146 MAGNOLIA	09/27/2022	23373425 PV-230212	935.33	N
(707) 837-7407		N				
015095 BRIOSO, TRINIDAD 9674 JAN MARIE WAY ELK GROVE, CA 95624	51.62	AUG MILEAGE	09/15/2022	23371374 TC-230029	51.62	N
(209) 625-7663		N				
015204 BROOKCREST WATER COMPANY 1908 D ST SACRAMENTO, CA 95811-1123	132.95	BATES/MOKE/WG WATER	09/13/2022	23370674 PO-230049	132.95	N
(916) 441-7261		N WATERCO OF CAL				
015704 BSN SPORTS PO BOX 841393 DALLAS, TX 75284-1393	1,380.70	305566482 FTBL BBLH HATS	09/20/2022	23372094 PV-230187	1,380.70	N
(800) 527-7510		N				
014593 BUENROSTRO, KRISTINA 4765 BROOMTAIL CT ANTIOCH, CA 94531	7.06	AUG MILEAGE	09/20/2022	23372123 TC-230036	7.06	N
(0) - 0		N				
015701 BURCH, AMANDA 5915 KENNETH AVE #5	110.31	AUG MILEAGE	09/20/2022	23372124 TC-230037	110.31	N

CARMICHAEL, CA 95608

(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	2,820.00	289228 ATTY FEES	09/01/2022	23368904 PV-230132	2,820.00	Y
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745 (209) 531-3928 N	274.77	410036100 TRANS PARTS 36630/36575 TRANS PARTS	09/13/2022 09/27/2022	23370675 PO-230177 23373416 PO-230177	66.93 207.84	N N
014977 CA STATE UNIVERSITY SACRAMENTO 6000 J. STREET MS 6052 SACRAMENTO, CA 95819-6010 (0) - 0 N	750.00	S. GRANDOS 302641040 SCLRSH	09/27/2022	23373408 PO-230260	750.00	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333 N	1,600.91	ISLE WATER SERV ISLE WATER SERV	09/13/2022 09/15/2022	23370676 PO-230053 23371355 PO-230053	1,254.51 346.40	N N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887 N	1,256.12	ISLE WASTE SERVICE	09/15/2022	23371356 PO-230052	1,256.12	N
014242 CAMACHO MECHANICAL 618 A AIRPORT RD RIO VISTA, CA 94571 (209) 607-9807 Y DAVID CAMACHO	16,428.65	8605/8602/8603/8604 SERV/RPRS 8623/8609/8608/8612 SERV/REPRS 8627 MAINT SERV 8634 MAINT SERV 8630 INSTLL HEAT PUMP 8632 MAINT SERV	09/01/2022 09/13/2022 09/15/2022 09/27/2022 09/27/2022 09/27/2022	23368898 PO-230147 23370677 PO-230147 23371365 PV-230176 23373426 PV-230213 23373426 PV-230213 23373426 PV-230213	1,484.93 3,466.12 100.00 448.84 10,262.16 666.60	Y Y Y Y Y Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015343 CAPITAL ENGINEERING CNSLTS 11020 SUN CENTER DR. #100 RANCHO CORDOVA, CA 95670	9,800.00	82500 HVAC ASSESSMENT 82500 HVAC ASSESSMENT	09/22/2022 09/22/2022	23372680 PO-220755 23372681 PO-220755	7,448.00 2,352.00	N N
(0) - 0						N
014762 CATAPULT EMS 5098 FOOTHILLS BLVD #3-396 ROSEVILLE, CA 95747	1,655.75	1045887 CATAPULT	09/13/2022	23370705 PV-230159	1,655.75	N
(530) 566-0446		N DIVERSE NETWOR				
013918 CENGAGE LEARNING 10650 TOEBBEN DRIVE INDEPENDENCE, KY 41051	5,570.20	78356417 SHIPPING 78356417 BATES SPANISH BKS 78356429 SHIPPING 78356429 HIGH SCL GEOMETRY BKS	09/01/2022 09/01/2022 09/01/2022 09/01/2022	23368890 PO-230161 23368890 PO-230161 23368890 PO-230164 23368890 PO-230164	140.40 1,523.69 290.50 3,164.63	N N N N
(800) 354-9706		78941521 ED SV BOOKS	09/20/2022	23372110 PO-230218	450.98	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251	2,128.95	BATES/WG/MOKE WASTE SERV	09/13/2022	23370678 PO-230055	2,128.95	N
(0) - 0						N
014254 CIF SAC-JOQUIN SECTION PO BOX 289 LODI, CA 95241	9,226.52	9123 RVHS/DHS MMBRSH 9123 RVHS/DHS MMBRSH	09/13/2022 09/13/2022	23370706 PV-230160 23370706 PV-230160	4,283.74 4,942.78	N N
() -						N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641	411.05	91764 ISLE SEWER	09/13/2022	23370679 PO-230015	411.05	N
(916) 777-7770						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571	17,599.99	RV WATER SERVICE RV SEWER SERVICE	09/20/2022 09/20/2022	23372113 PO-230014 23372113 PO-230014	7,899.25 9,700.74	N N
(0) - 0 N RIO VISTA FIRE						
015265 CLARK PEST CONTROL OF STOCKTON PO BOX 1480 LODI, CA 952411480	250.00	31239196 RVHS CAFE PEST CONTRO 31638447 RVHS CAFE PEST CONTRL	09/08/2022 09/20/2022	23369917 PV-230153 23372121 PV-230206	125.00 125.00	N N
(800) 936-3339 N						
015691 CLARK, DAWN PO BOX 58 RIO VISTA, CA 94571	73.10	DHW REIMB	09/22/2022	23372683 TC-230042	73.10	N
(0) - 0 N						
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357	7,434.77	10000381537 DISTRICT NETWORK 10000381537 DISTRICT NETWORK	09/15/2022 09/15/2022	23371366 PV-230177 23371366 PV-230177	5,612.64- 13,047.41	N N
(704) 936-1722 N						
014596 COOPERATIVE STRATEGIES 8955 RESEARCH DRIVE IRVINE CA, CA 92618	1,150.00	2135662 REISSUE LOST WARRANT	09/22/2022	23372684 PV-230209	1,150.00	7
(949) 250-8300 Y COOPERATIVE ST						
014569 CPI 10850 W. PARK PLACE SUITE 250 MILWAUKEE, WI 53224	2,216.02	0307603 WORKBOOKS	09/13/2022	23370667 PO-230208	2,216.02	N
(888) 426-2184 N						
015710 CREWS, REBECCA 3125 HOPLAND ST	1,062.43	SNACK BAR SUPPLIES	09/20/2022	23372095 PV-230188	1,062.43	N

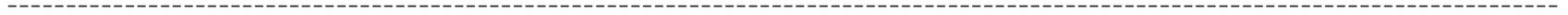
WEST SACRAMENTO, CA 95691

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015226 CULLIGAN OF NAPA VALLEY 1429 ILLINOIS STREET ST# 1 FAIRFILED, CA 94533 (707) 558-1000 N	79.85	RVHS/DO DRINKING WATER	09/13/2022	23370680 PO-230036	79.85	N
015714 CUSTOM LOGOS 7889 CLAIREMONT MESA BLVD. SAN DIEGO, CA 92111 (0) - 0 N	1,523.94	43151.1 FFA SHIRTS	09/20/2022	23372096 PV-230189	1,523.94	N
013876 DATAPATH PO BOX 94046 SEATTLE, WA 98124-9446 (888) 693-2827 N	20,642.50	157117 BACKUP STORAGE 157117 MICROSOFT 365 157116 MONTHLY IT SERVICES 157116 MONTHLY IT SERVICES 157116 MONTHLY IT SERVICES 157707 KNOWBE SECURITY	09/15/2022 09/15/2022 09/22/2022 09/22/2022 09/22/2022 09/27/2022	23371357 PO-230017 23371367 PV-230178 23372676 PO-230067 23372678 PO-230067 23372679 PO-230067 23373409 PO-230230	450.00 2,262.50 10,673.96 627.88 1,246.16 5,382.00	N N N N N N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 N	1,962.77	77376546 F5 LEASE 77376543 WG LEASE 77382367 BATES LEASE 77619559 PRP TAX ON PRINTER 77619547 PRP TAX ON PRINTER 77606591 PRP TAX ON PRINTER 77662655 DO LEASE 77651288 WG LEASE 77651301 F5 LEASE 77649062 BATES LEASE	09/01/2022 09/01/2022 09/01/2022 09/20/2022 09/20/2022 09/20/2022 09/27/2022 09/27/2022 09/27/2022 09/27/2022	23368905 PV-230135 23368905 PV-230135 23368905 PV-230135 23372118 PV-230203 23372118 PV-230203 23372118 PV-230203 23373427 PV-230211 23373427 PV-230211 23373427 PV-230211 23373427 PV-230211	80.82 167.01 355.57 37.11 76.20 195.15 447.51 167.01 80.82 355.57	N N N N N N N N N N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0 N	151.00	AUGUST 2022 SUMMER HEALTH PREM SEPT 22 SUMMER HEALTH PREMIUMS	09/01/2022 09/08/2022	23368906 PV-230134 23369910 PV-230154	75.50 75.50	N N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407	15.53	55E1689646 BATES CONTRACT	09/01/2022	23368909 PV-230138	15.53	N

(707) 570-1000

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015684 DIVERSIFIED POWER CORPORATION 1285 STRATFORD AVE PMB-316 DIXON, CA 95620	18,800.00	230206 WG PARKING LIGHTS	09/27/2022	23373423 PO-230206	18,800.00	N
(0) - 0						N
015248 DIXON SMARTSCHOOLHOUSE 4 VIA CANCION SAN CLEMENTE, CA 92673	708.75	1383 PROF SERV	09/01/2022	23368901 PO-230064	708.75	N
(0) - 0						N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166	12,265.02	295211 TRANS FUEL 294595 TRANS FUEL 294468 TRANS FUEL 294931 TRANS FUEL	09/08/2022 09/08/2022 09/08/2022 09/08/2022	23369908 PO-230103 23369908 PO-230103 23369908 PO-230103 23369908 PO-230103	3,558.63 3,593.47 2,892.04 2,220.88	N N N N
(0) - 0						N
015659 EDWARDS, STEVENS, AND TUCKER 333 UNIVERSITY AVE. #200 SACRAMENTO, CA 95825	7,168.50	4423/4296 ATTY FEES 4423/4296 ATTY FEES 4423/4296 ATTY FEES 4423/4296 ATTY FEES	09/27/2022 09/27/2022 09/27/2022 09/27/2022	23373428 PV-230216 23373428 PV-230216 23373428 PV-230216 23373428 PV-230216	531.00 5,015.00 1,475.00 147.50	Y Y Y Y
(916) 565-7697						Y
010042 EMIGH, JENNIFER 315 RANIER COURT RIO VISTA, CA 94571	430.62	AUG/SEPT MILEAGE	09/20/2022	23372125 TC-230038	430.62	N
(0) - 0						N
015715 EWELL EDUCATIONAL SERVICES PO BOX 3298 GLEN ROSE, TX 76043-3298	124.00	54-14131 FFA REGIST ST. FINALS	09/20/2022	23372097 PV-230190	124.00	N
(0) - 0						N
002897 FRIEDEL, MANDI 500 S. 2ND STREET	21.61	DHW REIMB	09/08/2022	23369918 TC-230021	21.61	N

RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	12,526.21	060117-8 BIIG CIRCUIT 060117-8 BIIG CIRCUIT DIST WIDE PHONE SERV 070122-8 BIIG CIRCUIT	09/01/2022 09/01/2022 09/13/2022 09/20/2022	23368907 PV-230136 23368907 PV-230136 23370681 PO-230016 23372119 PV-230205	1,609.68 3,128.11 4,025.38 6,982.40	N N N N
(0) - 0						N
015671 GEOLINKS CALIFORNIA INTERNET 251 CAMARILLO RANCH RD CAMARILLO, CA 93012	69.70	BD0102676 BATES FIBER BD0102676 BATES FIBER	09/13/2022 09/13/2022	23370708 PV-230161 23370708 PV-230161	627.30 697.00	N N
(0) - 0						N
015712 GONZALEZ, BRIANNA 15226 ANDRUS ISLAND ROAD ISLETON, CA 95641	39.15	FFA SUPPLIES	09/20/2022	23372098 PV-230191	39.15	N
(0) - 0						N
015699 GORBENKO, VADIM 2811 ATLAS AVENUE SACRAMENTO, CA 95820	205.87	AUG MILEAGE	09/08/2022	23369919 TC-230022	205.87	N
(0) - 0						N
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479 (916) 372-7800	363.83	9421916124 MAINT SUPPLIES	09/13/2022	23370682 PO-230112	363.83	N
						N W.W. GRAINGER
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831 (877) 311-4422	685.33	32263767 CMS LEASE 32420528 DHS LEASE	09/01/2022 09/27/2022	23368908 PV-230137 23373429 PV-230214	309.95 375.38	N Y
						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690- (916) 776-1744	52.19	13112 TRANS SUPPLIES	09/13/2022	23370683 PO-230174	52.19	N
		N THE LYMAN GROU				
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162 (916) 640-3533	5,290.00	SP ED CONSULTANT	09/13/2022	23370709 PV-230162	5,290.00	Y
		Y				
015713 HANCHEN, KILEY 2334 HOOKE WAY SACRAMENTO, CA 95822 (0) - 0	434.94	CLASS OF 23 SUPPLIES DHS SNACKS	09/20/2022 09/27/2022	23372099 PV-230192 23373430 PV-230215	124.00 310.94	N N
		N				
013968 HIBMA, DONNA 655 RUBIER WAY RIO VISTA, CA 94571 (0) - 0	17.94	AUGUST MILEAGE AUG MILEAGE	09/08/2022 09/15/2022	23369922 TC-230025 23371379 TC-230034	14.81 3.13	N N
		N				
015210 HKIT 538 NINTH ST #240 OAKLAND, CA 94607 (510) 625-9800	115,562.48	PRJ#22007 #1 WG FIRE ALARM 210410.00 DHS CAFE PROJ 21040.00 PROF. DESIGN	09/01/2022 09/15/2022 09/15/2022	23368900 PO-220912 23371363 PO-230001 23371361 PO-230003	26,442.00 45,024.09 44,096.39	N N N
		N				
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047 (0) - 0	580.75	MAINT SUPPLIES	09/13/2022	23370684 PO-230108	580.75	N
		N				
013947 HOME DEPOT PRO	3,757.86	703540633 CUST SUPPLIES	09/13/2022	23370685 PO-230148	784.20	N

PO BOX 742056
LOS ANGELES, CA 90074-2056

(877) 577-1114 N

703715755	CUST	SUPPLIES	09/13/2022	23370685	PO-230148	684.73	N
703715763	CUST	SUPPLIES	09/13/2022	23370685	PO-230148	458.24	N
701957490	CUST	SUPPLIES	09/13/2022	23370685	PO-230148	55.98	N
701957482	CUST	SUPPLIES	09/13/2022	23370685	PO-230148	9.28	N
703948687	CUST	SUPPLIES	09/15/2022	23371358	PO-230148	80.44	N
705269983	CUST	SUPPLIES	09/15/2022	23371358	PO-230148	409.95	N
704395466	CUST	SUPPLIES	09/15/2022	23371358	PO-230148	53.07	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013947 HOME DEPOT PRO (Continued...)		704192350 CUST SUPPLIES	09/15/2022	23371358 PO-230148	47.85	N
		703948695 CUST SUPPLIES	09/15/2022	23371358 PO-230148	277.03	N
		705168763 CUST SUPPLIES	09/15/2022	23371358 PO-230148	27.42	N
		701957508 CUST SUPPLIES	09/15/2022	23371358 PO-230148	35.70	N
		705211225 CUST SUPPLIES	09/15/2022	23371358 PO-230148	11.97	N
		706183605 CUST SUPPLIES	09/27/2022	23373417 PO-230148	70.41	N
		706438751 CUST SUPPLIES	09/27/2022	23373417 PO-230148	43.12	N
		705683555 CUST SUPPLIES	09/27/2022	23373417 PO-230148	21.56	N
		705683530 CUST SUPPLIES	09/27/2022	23373417 PO-230148	133.25	N
		705683522 CUST SUPPLIES	09/27/2022	23373417 PO-230148	77.02	N
		706438744 CUST SUPPLIES	09/27/2022	23373417 PO-230148	345.14	N
		705683563 CUST SUPPLIES	09/27/2022	23373417 PO-230148	131.50	N
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116 (800) 225-5425	11,866.95	955668078 SHIPPING	09/01/2022	23368891 PO-230159	1,802.46	N
		955668078 BATES SPANISH BKS	09/01/2022	23368891 PO-230159	4,604.40	N
		955672516 WG MATH BKS	09/01/2022	23368891 PO-230185	2,012.73	N
		955681235 BATES BOOKS	09/13/2022	23370668 PO-230199	901.23	N
		955681235 BATES BOOKS	09/13/2022	23370668 PO-230199	2,302.20	N
		955697482 BOOKS	09/27/2022	23373410 PO-230225	243.93	N
014548 HUNTER, RENEE 10005 RIVER MIST WAY RANCHO CORDOVA, CA 95670 (0) - 0	56.18	AUG MILEAGE	09/20/2022	23372126 TC-230039	56.18	N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912 (916) 928-0770	575.43	2875974/2923407 DHW PRINT CONT	09/13/2022	23370710 PV-230163	575.43	N
015717 JOHNSON, MARYN 455 SOUTH FRONT ST RIO VISTA, CA 94571 (707) 688-5994	34.37	MILEAGE 9/21 SCOE	09/20/2022	23372127 TC-230040	34.37	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013940 KELLY MOORE PAINTS CO INC 10299 EAST STOCKTON BOULEVARD SUITE 101 ELK GROVE, CA 95758 (650) 610-4370 N	398.34	461098 MAINT SUPPLIES	09/15/2022	23371368 PV-230179	398.34	N
015681 KIWAN, MICHEL 4120 DOUGLAS BLVD GRANITE BAY, CA 95746 (0) - 0 N	132.57	BATES REIMB	09/01/2022	23368922 TC-230017	132.57	N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900 Y LA RUE, KNOX J	330.00	3270 UHF SERVICES TRANS	09/13/2022	23370686 PO-230122	330.00	7
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895 (800) 424-4772 N	64.62	880619072022 F5 SUPPLIES	09/13/2022	23370711 PV-230164	64.62	N
015282 LANGUAGE PEOPLE INC PO BOX 158 HUNTERS, WA 99137 (0) - 0 N	52.50	163529/163528 SP ED SERV	09/27/2022	23373431 PV-230217	52.50	N
015512 LEAF PO BOX 5066 HARTFORD, CT 06102-5066 (866) 219-7924 N	5,583.86	13629745 ISLE LEASE 13629744 RMS LEASE 13636127 RVHS LEASE 13629743 CAFE LEASE 13674793 DHS LEASE 13674792 DHW LEASE 13745934 ISLE LEASE 13745933 RMS LEASE	09/01/2022 09/01/2022 09/01/2022 09/01/2022 09/08/2022 09/08/2022 09/27/2022 09/27/2022	23368910 PV-230139 23368910 PV-230139 23368910 PV-230139 23368919 PV-230139 23369911 PV-230147 23369911 PV-230147 23373432 PV-230218 23373432 PV-230218	459.55 600.91 1,307.87 77.48 1,026.51 771.34 459.55 631.51	N N N N N N N N

13733437 RVHS LEASE
13746932 CAFE LEASE

09/27/2022 23373432 PV-230218
09/27/2022 23373438 PV-230218

154.20 N
94.94 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015665 LEBLANC, CAMILLE 2617 MORETTO COURT RANCHO CORDOVA, CA 95670	73.70	CMS REIMB	09/08/2022	23369920 TC-230023	73.70	N
(0) - 0						N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571	1,512.66	#55,72248227/72223749 RVHS #55 RVHS SUPPLIES #55 RVHS SUPPLIES #133 RMS SUPPLIES	09/01/2022 09/15/2022 09/15/2022 09/27/2022	23368899 PO-230042 23371359 PO-230042 23371359 PO-230042 23373418 PO-230137	43.37 555.33 555.34 358.62	N N N N
(707) 374-5399						N
015183 LOPEZ, LUIS PO BOX 237 HOOD, CA 95639	121.73	AUG MILEAGE	09/15/2022	23371375 TC-230030	121.73	N
(0) - 0						N
014665 LOY MATTISON ENTERPRISES 7038 ALMOND HILL COURT ORANGEVALE, CA 95662	780.00	080122083122 ERATE CONSULTING	09/15/2022	23371360 PO-230061	780.00	Y
(0) - 0						Y
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641	87.06	AUG MILEAGE	09/13/2022	23370724 TC-230027	87.06	N
(0) - 0						N
014819 MAVERICK NETWORKS INC. 7060 KOLL CENTER PKWY#318 PLEASANTON, CA 94566	820.09	2200946 PHONE EQUIP/LABOR 2200946 PHONE EQUIP/LABOR	09/01/2022 09/01/2022	23368911 PV-230140 23368911 PV-230140	600.09 220.00	N N
(925) 931-1900						N
015110 MAYNARD, NIKKA 4545 BEACON COURT	159.00	AUG MILEAGE	09/01/2022	23368925 TC-230020	159.00	N

RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014107 MCCARTY, MELADEE 9217 VERVAIN WAY SACRAMENTO, CA 95829-8733 (209) 601-2940	1,200.00	SP ED PROF SERV	09/13/2022	23370712 PV-230165	1,200.00	Y
011391 MCGRAW HILL SCHOOL DIVISION 2700 YGNACIO VALLEY ROAD SUITE 200 WALNUT CREEK, CA 94598 (925) 947-6000	22,363.78	123838687001 WG ELA VOCAB CRDS 124028862001 READING WONDERS 124029381001 BATES BOOKS 124290255001 BATES/WG BOOKS BATES SPANISH BOOKS 12438662001 SP ED BOOKS 124386617001 DHS SPANISH BKS 124414123001 DHW BOOKS	09/01/2022 09/08/2022 09/13/2022 09/13/2022 09/15/2022 09/20/2022 09/20/2022 09/27/2022	23368896 PO-230165 23369906 PO-230172 23370695 PO-230158 23370672 PO-230188 23371354 PO-230158 23372111 PO-230203 23372111 PO-230211 23373412 PO-230217	85.26 151.36 3,100.60 342.54 10,867.09 495.40 163.36 7,158.17	N N N N N N N N
015270 MEDIWASTE PO BOX 6579 CORONA, CA 92878 (855) 449-6334	265.04	163127 MEDIWASTE DISPOSAL	09/13/2022	23370688 PO-230129	265.04	N
014990 MINDSPEAKER PRINTING 6410 Mount Palomar Ave. LAS VEGAS, NV 84332 (707) 321-9425	1,681.98	RD1 NEW TEACHERS T SHIRTS	09/01/2022	23368892 PO-230130	1,681.98	N
014812 MITEL BUSINESS SYSTEMS 1146 NORTH ALMA SCHOOL RD MESA, AZ 85201 (0) - 0	11,701.08	900335944 SWA FOR MITEL PHONES	09/01/2022	23368912 PV-230141	11,701.08	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000	625.00	2318731 RMS MODULAR LEASE	09/01/2022	23368902 PO-230090	625.00	N
						N MCGRATH RENTCO

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012514 NOLASCO, ALICIA P.O. BOX 39 COURTLAND, CA 95615 (0) - 0 N	120.00	AUGUST MILEAGE	09/27/2022	23373439 TC-230043	120.00	N
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815 (916) 922-1075 N	587.95	SAC000582 TRANS SUPPLIES	09/13/2022	23370689 PO-230178	587.95	N
015696 NORTHERN CALIFORNIA PREPARATORY SCHOOL PO BOX 2761 ELK GROVE, CA 95759 (0) - 0 N	4,161.25	NCPS5002/4987 NPS FEES	09/13/2022	23370713 PV-230166	4,161.25	N
015692 PANDI, BRAMARAMBA 15325 CALLE SUENO MORGAN HILL, CA 95037 (0) - 0 N	23.66	RMS SUPPLIES	09/13/2022	23370725 TC-230026	23.66	N
015708 PARKINSON, LEILANI 1100 SCHAUER CT WALNUT GROVE, CA 95690 (0) - 0 N	400.05	FTBL COACH JACKETS	09/20/2022	23372100 PV-230193	400.05	N
013692 PATIN, ANGELA 633 MADERE STREET RIO VISTA, CA 94571 (707) 628-4406 N	136.74	AUG MILEAGE	09/15/2022	23371376 TC-230031	136.74	N
015698 PENDER, THOMAS	2,326.88	811051/811052/811053 CONSULT	09/13/2022	23370714 PV-230167	1,163.44	Y

9744 PHILTA WAY
ELK GROVE, CA 95757

811051/811052/811053 CONSULT 09/13/2022 23370714 PV-230167 1,163.44 Y

(707) 616-8969

Y THOMAS E. PEND

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	95,634.97	RVHS RADIO ELECT JULY/AUG ELECT	09/13/2022 09/20/2022	23370690 PO-230037 23372114 PO-230037	27.31 95,607.66	N N
(0) - 0 N PACIFIC GAS AN						
013458 PITNEY BOWES INC 1 ELMCROFT ROAD STAMFORD, CT 06926-0700	422.44	3105651880 POST MACH. LEASE	09/08/2022	23369909 PO-230059	422.44	N
(800) 228-1071 N						
014420 PIZZA FACTORY WALNUT GROVE PO BOX 1004 WALNUT GROVE, CA 95690	50.86	#22 ED SV SUPPLIES	09/27/2022	23373433 PV-230219	50.86	Y
(0) - 0 N						
013554 POINT QUEST EDUCATION 9355 E STOCKTON BLVD STE 225 ELK GROVE, CA 95624	10,586.25	737916 NPS 737902 NPS 1763 1 ON 1 537783 NPS	09/15/2022 09/15/2022 09/15/2022 09/15/2022	23371369 PV-230180 23371369 PV-230180 23371369 PV-230180 23371369 PV-230180	360.00 4,350.00 1,526.25 4,350.00	N N N N
(916) 422-0571 N						
013244 PRECIADO, VICKI 737 LAUREL WAY RIO VISTA, CA 94571	9.75	BUS OFF REIMB	09/01/2022	23368923 TC-230018	9.75	N
(0) - 0 N						
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765	17,395.20	8059/8058 SP ED SP THERAPY	09/27/2022	23373434 PV-230220	17,395.20	7
(317) 371-3866 Y						
010909 RAPP, TIM 3633 S SCHOOL ST	4,079.38	FTBL HELMETS	09/20/2022	23372101 PV-230194	4,079.38	N

CLARKSBURG, CA 95612

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010134 READ NATURALLY INC 1284 CORPORATE CENTER DR. #600 SAINT PAUL, MN 55121 (800) 788-4085	1,150.00	256016 DHW LICENSES	09/01/2022	23368893 PO-230167	1,150.00	N
012529 RGM KRAMER INC. 3230 MONUMENT WAY CONCORD, CA 94518 (0) - 0	28,712.60	8368 WF FIRE ALARM 8369 DHS CAFE PROJ 8370 RVHS PROJECT 8371 WG WINDOW RPLCMNT 8372 DHW RPLC PORT 8379 PROJ MNGMNT 8379 PROJ MNGMNT 8374 ROOFING PROJ 8374 ROOFING PROJ	09/15/2022 09/15/2022 09/15/2022 09/15/2022 09/15/2022 09/15/2022 09/15/2022 09/15/2022 09/15/2022	23371364 PO-220919 23371364 PO-230002 23371362 PO-230004 23371364 PO-230008 23371362 PO-230039 23371362 PO-230081 23371364 PO-230081 23371362 PO-230084 23371364 PO-230084	1,200.00 5,162.50 6,212.50 1,750.00 3,890.70 7,759.60 2,450.40 223.78 63.12	N N N N N N N N N
015702 RICE, HAILEY 412 15 ST ST WEST SACRAMENTO, CA 95691 (0) - 0	3.75	FFA SUPPLIES	09/20/2022	23372102 PV-230195	3.75	N
011653 RICKETTS, JACOB 44 S 6TH ST RIO VISTA, CA 94571 (0) - 0	45.89	REIMB SUPPLIES	09/01/2022	23368924 TC-230019	45.89	N
000193 RIO VISTA ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571 (714) 962-4160	2,382.25	270676 MAINT SUPPLIES	09/27/2022	23373419 PO-230146	2,382.25	N
014291 RIO VISTA HIGH SCHOOL ASB 410 S. 4TH RIO VISTA, CA 94571 (0) - 0	3,000.00	TUPE MINI GRANTS	09/15/2022	23371370 PV-230181	3,000.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0 N	1,606.02	RIO VISTA SITES WASTE SERV	09/13/2022	23370687 PO-230056	1,606.02	N
014982 RIVERA-GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690 (916) 270-5670 N	91.88	AUG MILEAGE	09/13/2022	23370726 TC-230028	91.88	N
014967 RIVERSIDE INSIGHTS ONE PIERCE PLACE #900W ITASCA, IL 60143 (0) - 0 Y	154.62	134544 ED SV BOOKS	09/20/2022	23372115 PO-230116	154.62	Y
014784 ROMAN, ANA 10 E 3RD ST ISLETON, CA 95641 (0) - 0 N	23.75	AUG MILEAGE	09/15/2022	23371377 TC-230032	23.75	N
015709 ROMERO TEJEDA, MIGUEL PO BOX 514 COURTLAND, CA 95615 (0) - 0 N	260.45	CLUB LATINO SUPPLIES CLUB LATINO SUPPLIES	09/20/2022 09/20/2022	23372103 PV-230196 23372103 PV-230197	151.49 108.96	N N
014433 RYLAND CONSULTING 8334 PARUS WAY GRANITE BAY, CA 95746 (916) 652-7165 N	87.50	3487 CONSULTING	09/27/2022	23373420 PO-230062	87.50	N
012225 SACRAMENTO COUNTY COUNTY OF SACRAMENTO	4,970.37	FISCAL AGENT FEES 21/22 4TH QT FISCAL AGENT FEES 21/22 4TH QT	09/01/2022 09/01/2022	23368913 PV-230133 23368913 PV-230133	665.59 665.59	N N

700 H STREET ROOM 1710
SACRAMENTO, CA 95814

(916) 874-8250

N

FISCAL AGENT FEES	21/22	4TH	QT	09/01/2022	23368913	PV-230133	665.59	N
FISCAL AGENT FEES	21/22	4TH	QT	09/01/2022	23368913	PV-230133	665.59	N
FISCAL AGENT FEES	21/22	4TH	QT	09/01/2022	23368913	PV-230133	665.59	N
FISCAL AGENT FEES	21/22	4TH	QT	09/01/2022	23368920	PV-230133	821.21	N
FISCAL AGENT FEES	21/22	4TH	QT	09/01/2022	23368921	PV-230133	821.21	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015700 SACRAMENTO COUNTY DISTRICT ATTN: KRISTY LAO 901 G STREET SACRAMENTO, C 95814 (0) - 0 N	90.00	PUBLIC SAFETY LUNCHEON FEE	09/13/2022	23370715 PV-230169	90.00	N
015134 SAVVAS LEARNING COMPANY PO BOX 409496 ATLANTA, GA 30384-9496 (0) - 0 Y GATEWAY EDUCAT	9,931.09	4026727157 SOCIAL STDS BOOKS 7028142092 BATES BOOKS 7028144379 BOOKS	09/01/2022 09/13/2022 09/13/2022	23368894 PO-230098 23370691 PO-230193 23370669 PO-230212	1,958.61 7,860.60 111.88	Y Y Y
003501 SCHOLASTIC INC 2931 EAST MCCARTY STREET JEFFERSON CITY, MO 65101 (800) 724-6527 N	1,197.77	M7317277 ISLE MAGAZINES	09/13/2022	23370670 PO-230170	1,197.77	N
014296 SCHOOL LOOP 2028 E BEN WHITE BLVD STE 240-2650 AUSTIN, TX 78741 (0) - 0 N	2,000.00	835858505 WEBSITE HOSTING	09/13/2022	23370671 PO-230223	2,000.00	N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942 (0) - 0 N	6.81	208130734326 RMS SUPPLIES	09/01/2022	23368914 PV-230142	6.81	N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0 N	3,793.44	23SWAMP-19 STORM WATER PRGM	09/13/2022	23370716 PV-230170	3,793.44	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826	11,671.50	230610 INFO SERVICES 230188 VISION ORIENTATION/MOBI 230640 TEACH OF THE YR BANQUET	09/08/2022 09/13/2022 09/20/2022	23369912 PV-230148 23370717 PV-230168 23372120 PV-230204	6,250.00 4,773.50 648.00	N N N
(0) - 0						N
015651 SEON DESIGN PO BOX #74008298 CHICAGO, IL 60674-8298	763.37	170285 TRANS AHD CAMERAS	09/08/2022	23369913 PV-230149	763.37	N
(0) - 0						N
015572 SERNA, CECILIA 12952 STATE HWY 160 WALNUT GROVE, CA 95690	270.00	AUG MILEAGE	09/15/2022	23371378 TC-230033	270.00	N
(0) - 0						N
015220 SERVANIA, ROLLY PO BOX 9075 PITTSBURG, CA 94565	63.00	AUGUST MILEAGE	09/08/2022	23369921 TC-230024	63.00	N
(925) 698-7098						N
015711 SHELDON FEED AND SUPPLY 8928 GRANT LINE ROAD ELK GROVE, CA 95624	817.80	2315 FFA SUPPLIES	09/20/2022	23372104 PV-230198	817.80	N
(0) - 0						N
015716 SHERMAN, BRANDON 10400 OBOE WAY ELK GROVE, CA 95757	62.24	LEADERSHIP SUPPLIES	09/20/2022	23372105 PV-230199	62.24	N
(0) - 0						N
014524 SHRED IT	197.15	100306286 DO SHREDDING	09/01/2022	23368915 PV-230144	197.15	N

PO BOX 101007
PASADENA, CA 91189-1007

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	9,031.67	AUGUST 2022 PREMIUMS	09/01/2022	23368916 PV-230146	51.46	N
		AUGUST 2022 PREMIUMS	09/01/2022	23368916 PV-230146	1,658.33	N
		AUGUST 2022 PREMIUMS	09/01/2022	23368916 PV-230146	2,835.08	N
		SEPT 2022 PREMIUMS	09/08/2022	23369914 PV-230150	51.46	N
(0) - 0 N		SEPT 2022 PREMIUMS	09/08/2022	23369914 PV-230150	1,683.13	N
		SEPT 2022 PREMIUMS	09/08/2022	23369914 PV-230150	2,752.21	N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	1,961.12	AUGUST 2022 PREMIUMS	09/01/2022	23368917 PV-230143	576.80	N
		AUGUST 2022 PREMIUMS	09/01/2022	23368917 PV-230143	403.76	N
		SEPT 22 PREMIUMS	09/08/2022	23369915 PV-230151	576.80	N
(0) - 0 N		SEPT 22 PREMIUMS	09/08/2022	23369915 PV-230151	403.76	N
012013 SIERRA CHEMICAL COMPANY 788 NORTHPORT DRIVE WEST SACRAMENTO, CA 95691	127.82	142663 MAINT SUPPLIES	09/13/2022	23370692 PO-230115	127.82	N
(916) 371-5943 N						
000095 SMUD P.O. BOX 15555 SACRAMENTO, CA 95852	1,710.61	BATES/WG ELECT	09/13/2022	23370693 PO-230038	1,710.61	N
(0) - 0 N						
012869 SOLUTION TREE 555 NORTH MORTON STREET BLOOMINGTON, IN 47404	172.83	S263916 SHIPPING	09/01/2022	23368895 PO-230152	20.75	N
		S263916 TEACHERS PLAN BK	09/01/2022	23368895 PO-230152	152.08	N
(800) 733-6786 N						
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	5,959.78	DIST WIDE GAS	09/20/2022	23372116 PO-230048	5,639.12	N
		CMS CAFE GAS	09/20/2022	23372117 PO-230048	320.66	N
(888) 400-2155 N						
014069 STAPLES ADVANTAGE	363.29	3515848847 RVHS SUPPLIES	09/13/2022	23370694 PO-230040	58.97	N

500 STAPLES DRIVE
FRAMINGHAM, MA 01702

(0) - 0

N STAPLES CONTRA

3516545080	RMS SUPPLIES	09/13/2022	23370694	PO-230153	13.58	N
3517570353	RMS SUPPLIES	09/13/2022	23370694	PO-230153	35.05	N
3517570352	RMS SUPPLIES	09/13/2022	23370694	PO-230153	29.55	N
3518048795	RMS SUPPLIES	09/27/2022	23373421	PO-230153	130.82	N
3518048794	WIND RIVER SUPPLIES	09/27/2022	23373422	PO-230261	95.32	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814	1,654.00	595756 FINGERPRINTING	09/13/2022	23370718 PV-230171	403.00	N
		DHW VOLUNTEER	09/27/2022	23373435 PV-230221	392.00	N
		DHS VOLUNTEER	09/27/2022	23373435 PV-230221	49.00	N
		601764 HR FINGERPRINTING	09/27/2022	23373435 PV-230221	810.00	N
(0) - 0						N
015707 STUMP, EMILY PO BOX 175 COURTLAND, CA 95615	100.00	COUNTY FAIR CONTRIBUTION	09/20/2022	23372106 PV-230200	100.00	N
(0) - 0						N
015706 STUMP, TYLER PO BOX 175 COURTLAND, CA 95615	100.00	COUNTY FAIR CONTRIBUTION	09/20/2022	23372107 PV-230201	100.00	N
(0) - 0						N
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571	150.00	60279 RVHS SUPPLIES	09/22/2022	23372677 PO-230043	150.00	N
(707) 374-2680						N
014728 TEACHER SYNERGY TEACHERS PAY TEACHERS 75 REMITTANCE DRIVE DEPT 6759 CHICAGO, IL 60675-6759	21,735.00	15824 MMBRSHP	09/27/2022	23373411 PO-230065	21,735.00	N
(0) - 0						N
011695 THOMSON WEST P.O. BOX 64833 ST PAUL, MN 55164-0833	7,218.42	846687758 ED CODE UPDATES	09/13/2022	23370720 PV-230172	4,169.28	N
		846851964 ED CODE UPDATES	09/13/2022	23370720 PV-230172	3,049.14	N
(0) - 0		N WEST PUBLISHIN				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013 (877) 487-2877 N	2,892.92	LONG DISTANCE	09/13/2022	23370696 PO-230057	2,892.92	N
014942 TWIG EDUCATION PO BOX 606 SAN LEANDRO, CA 94577-0060 (888) 881-4977 N	8,190.65	895701 BATES TWIG SCIENCE	09/20/2022	23372112 PO-230160	8,190.65	N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0 N	13,754.63	JULY 2022 GASB 75 AUGUST 22 GASB 75	09/01/2022 09/08/2022	23368918 PV-230145 23369916 PV-230152	2,937.02 10,817.61	N N
014421 UCLA PAYMENT, COMPLIANCE OFFICE PO BOX 957089 LOS ANGELES, CA 90095-7089 (0) - 0 N	500.00	N. DUENAS 806030780 SCLRSH	09/27/2022	23373413 PO-230262	500.00	N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328 (0) - 0 N	523.01	DO SHIPPING DO SHIPPING DO SHIPPING	09/13/2022 09/15/2022 09/27/2022	23370719 PV-230173 23371371 PV-230182 23373436 PV-230222	328.76 85.78 108.47	N N N
015268 VERA ZAZUETA, MITZI PO BOX 267 ISLETON, CA 95641 (707) 704-8819 N	126.75	AUG MILEAGE	09/20/2022	23372128 TC-230041	126.75	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004 () - Y VERIZON WIRELE	531.53	DIST WIDE CELLULAR	09/13/2022	23370697 PO-230035	531.53	7
000679 WARREN E GOMES EXCAVATING INC P.O. BOX 369 RIO VISTA, CA 94571 (707) 374-2881 N	4,427.84	3487 EXCAVATING/RPR SERV	09/13/2022	23370698 PO-230183	4,427.84	N
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 N	1,965.23	DHS WASTE SERV	09/13/2022	23370699 PO-230054	1,965.23	N
015083 WEVIDEO 1975 W. EL CAMINO MOUNTAIN VIEW, CA 94040 (650) 800-3403 N	1,281.30	19959 LICENSES WE VIDEO	09/13/2022	23370721 PV-230174	1,281.30	N
000490 WILCO SUPPLY 1973 DAVID ST SAN LEANDRO, CA 94577 (800) 745-5450 N	634.01	9918777/9879774 MAINT SUPPLIES	09/13/2022	23370700 PO-230114	634.01	N
012528 WILLIAMS SCOTSMAN INC 901 SOUTH BOND ST. #600 BALTIMORE, MD 21231 (800) 782-1500 N	5,153.32	RVHS MODULAR LEASE RMS MODULAR LEASES DHW MODULAR LEASE	09/13/2022 09/13/2022 09/13/2022	23370701 PO-230088 23370701 PO-230088 23370701 PO-230088	1,288.33 2,576.66 1,288.33	N N N
014450 WIZIX 4777 BENNETT DRIVE SUITE D	2,290.64	291443 DHS PRINT 291442 DHW PRINT	09/13/2022 09/13/2022	23370722 PV-230175 23370722 PV-230175	632.11 326.14	N N

LIVERMORE, CA 94551

(916) 913-6191

N WIZIX TECHNOLO

291425	WG PRINT	09/13/2022	23370722	PV-230175	169.40	N
291421	BATES PRINT	09/13/2022	23370722	PV-230175	95.94	N
288434	DO PRINT	09/13/2022	23370722	PV-230175	1.44	N
294040	WG PRINT	09/15/2022	23371372	PV-230183	27.00	N
293690	DO PRINT	09/15/2022	23371372	PV-230183	212.36	N
294048	F5 PRINT	09/15/2022	23371372	PV-230183	22.00	N
293229	CAFE PRINT	09/15/2022	23371373	PV-230183	7.47	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014450 WIZIX (Continued...)		295023 F5 PRINT	09/27/2022	23373437 PV-230223	126.61	N
		295977 RMS PRINT	09/27/2022	23373437 PV-230223	247.95	N
		295747 BATES PRINT	09/27/2022	23373437 PV-230223	124.00	N
		294431 DO PRINT	09/27/2022	23373437 PV-230223	298.22	N
014388 WPS PUBLISH 625 ALASKA AVENUE TORRANCE, CA 90503-5124	528.10	441450 SHIPPING	09/27/2022	23373414 PO-230234	44.40	N
		441450 SP ED SUPPLIES	09/27/2022	23373414 PO-230234	483.70	N
(800) 648-8857						N
014861 YOLO SECTION CATA/FFA DAVIS SENIOR HIGH SCHOOL 315 W 14TH STREET DAVIS, CA 95616	200.00	FFA ANNUAL SECTION DUES	09/20/2022	23372108 PV-230202	200.00	N
(0) - 0						N
District total:	709,249.11					
Report total:	709,249.11					

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 2022 Attachments: X
From: Tammy Busch, Asst. Supt., Business Services Item Number: 10.4
Type of item: (Action, Consent Action or Information Only): Consent

SUBJECT:

Request to Approve the 2022-23 Consolidated Application (Con App)

BACKGROUND:

The Con App is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. This application is River Delta Unified School District's (RDUSDU) mechanism for requesting funding and reporting on the expenditures of the money received for Federal Funds; Title I, Title II, Title III and Title IV.

STATUS:

This is an annual request and for 2022-23 RDUSD has applied for Title IV and was approved by the DELAC Committee on 9/28/2022.

PRESENTER:

Tammy Busch, Assistant Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

The Board approve the 2022-23 Consolidated Application as submitted.

Time allocated: 5 minutes

2022–23 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Tammy Busch
Authorized Representative's Signature	
Authorized Representative's Title	Asst. Supt. of Business Services
Authorized Representative's Signature Date	08/30/2022

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Tammy Busch
Authorized Representative's Title	Asst. Supt. of Business Services
Authorized Representative's Signature Date	08/30/2022
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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2022–23 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	08/26/2022
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Tammy Busch
Authorized Representative's Title	Asst. Supt. of Business Services

*****Warning*****

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2022–23 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

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2022–23 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$125.10
Estimated English learner student count	367
Estimated English learner student program allocation	\$45,912

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$11,000
Program and other authorized activities	\$11,000
English Proficiency and Academic Achievement	\$16,912
Parent, family, and community engagement	\$5,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$2,000
Total budget	\$45,912

*****Warning*****

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2022–23 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2022–23 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

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River Delta Joint Unified (34 67413 0000000)

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2022–23 Application for Funding

Required fields are denoted with an asterisk (*).

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Severity	Description
Warning	Protected Prayer Certification must be certified before this submission.

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year:

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year:

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

* **Title I, Part A (Basic Grant):** No Yes
ESSA Sec. 1111 et seq.
SACS 3010

* **Title II, Part A (Supporting Effective Instruction):** No Yes
ESEA Sec. 2104
SACS 4035

* **Title III English Learner:** No Yes
ESEA Sec. 3102
SACS 4203

* **Title III Immigrant:** No Yes
ESEA Sec. 3102
SACS 4201

* **Title IV, Part A (Student and School Support):** No Yes
ESSA Sec. 4101
SACS 4127

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[Consolidated Application Support Desk, Education Data Office | ConAppSupport@cde.ca.gov | 916-319-0297](#)
[General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297](#)

California Department of Education
1430 N Street
Sacramento, CA 95814

[Web Policy](#)



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2022–23 LCAP Federal Addendum Certification

Required fields are denoted with an asterisk (*).

Data saved successfully as a draft.

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District: (ex. MM/DD/YYYY)

For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP

Direct Funded Charter: (ex. MM/DD/YYYY)
Enter the adoption date of the current LCAP

* Authorized Representative's Full Name:

Tammy Busch

* Authorized Representative's Title:

Asst. Supt. of Business Services

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Local Agency Systems Support Office | LCAPAddendum@cde.ca.gov | 916-323-5233
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

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2022–23 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

Required fields are denoted with an asterisk ().*

Data saved successfully as a draft.

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

* The authorized representative agrees to the above statement: No Yes

Authorized Representative's Full Name:

Authorized Representative's Title:

Authorized Representative's Signature Date: (ex. MM/DD/YYYY)

Comment:
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)

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Miguel Cordova, Title I Policy, Program, and Support Office | MCordova@cde.ca.gov | 916-319-0381
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
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CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

River Delta Joint Unified (34 67413 0000000)

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2022–23 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

Required fields are denoted with an asterisk ().*

Data saved successfully as a draft.

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

* 2022–23 Request for authorization: No Yes

LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system:
(Maximum 500 characters)

Last Saved: Vicki Preciado (vpreciado), 8/30/2022 4:20 PM, Draft

Hilary Thomson, Fiscal Oversight and Support Office | HThomson@cde.ca.gov | 916-323-0765
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

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2022–23 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

Required fields are denoted with an asterisk (*).

Data could not be saved. See errors below.

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Severity	Description
Error	Direct administrative costs is required.

Estimated Allocation Calculation

Estimated English learner per student allocation: \$125.10

* Estimated English learner student count:

Estimated English learner student program allocation: \$45,912

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

* Professional development activities:

* Program and other authorized activities:	<input type="text" value="11000"/>
* English Proficiency and Academic Achievement:	<input type="text" value="16912"/>
* Parent, family, and community engagement:	<input type="text" value="5000"/>
* Direct administrative costs: (Amount cannot exceed 2% of the estimated English learner student program allocation)	<input type="text"/> *
* Indirect costs: (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	<input type="text" value="2000"/>
Total budget:	\$45,912

[Geoffrey Ndirangu, Language Policy and Leadership Office | Gndirang@cde.ca.gov | 916-323-5831](#)
[General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297](#)

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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: October 11, 2022

Attachments: X

From: Nancy Vielhauer, Assistant Superintendent of Educational Services Item Number: 10.5

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

SUBJECT:

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

BACKGROUND:

The SPSA's describe goals and actions supported with Title I and Local Control Funding Formula (LCFF) dollars to increase student achievement, promote positive school climate, increase parent involvement and provide supplemental programs to accelerate student achievement. These goals align with the River Delta Unified School District Local Control and Accountability Plan (LCAP). State and Federal funds are allocated based on the numbers of students eligible for free or reduced lunch, English Learners, and foster youth. Bates Elementary School, Walnut Grove Elementary School, Delta High School and Clarksburg Middle School have met with their School Site Councils (SSC) and the SSC have approved the attached plans. The plans are now being submitted to the RUDSD Board of Trustees for approval.

STATUS:

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

PRESENTER: Site Principals

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

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

Time allocated: 3 minutes

School Year: **2022-23**

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Bates Elementary	34674136033641	April 8, 2022	

Purpose and Description

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

- Schoolwide Program
- Comprehensive Support and Improvement

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

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

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Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Bates parents and families are given the opportunity to provide feedback to improve or implement programs through their participation in the ELAC, PTA and other informal parent meetings such as back to school night, parent conferences, and coffee and pastries with the principal. Our School Site Council provides feedback to address district LCAP goals and school site goals.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The teachers at Bates Elementary set goals with the principal at the beginning of the year. Formal observations are scheduled with the teacher in advance, and informal visits are weekly and as frequent as needed. Teachers work closely with their grade-level partners during their professional learning time. As part of their planning, they collaborate on units, and activities, and are given time to observe each other. After their visits, they provide positive feedback and find ways to implement different strategies in their own classrooms.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

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

There have been multiple local assessments to use as tools to improve instruction and continue to close the achievement gaps. Bates has used SBAC, MAP, class assessments, ELPAC, STAR Reading and STAR Early Lit and teacher collaboration.

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

Teachers monitor the following to modify their instruction: MAP scores, STAR Early Lit, STAR Early Lit in Spanish, STAR Reading, STAR Reading in Spanish and all of curriculum imbedded assessments to address and adjust instruction and meet the needs of the students.

Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

All teachers at Bates Elementary meet the requirements for highly qualified staff. Every teacher holds a teaching credential or has met the requirements for obtaining the proper credential by working with county and district mentors in teacher credentialing programs approved by the state.

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

Teachers receive professional development before the start of the school year and quarterly to address the needs of the students..

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

The staff meet monthly to discuss the alignment of content standards, instructional materials, teaching strategies, and differentiating instruction for English Learners through ELD trainings.

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

Bates teachers participate in professional learning opportunities through the Sacramento County Office of Education.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Teachers at Bates Elementary are given time to collaborate during early Wednesday release days, staff meetings and in their weekly professional learning time when their students receive Physical Education with another teacher.

Teaching and Learning

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

Bates teachers align curriculum with their instruction and use appropriate content materials aligned to the state standards for each learning cycle.

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

Bates has traditionally allocated over 90 minutes of Math and ELA.

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

Bates teachers receive support to plan and implement core subjects every month through staff meetings and professional development that is meant to address the needs of all students, including English Learners. Particular attention is put in the articulation and coordination of subject, content, and grade level expectations through the instructional leadership team comprised of teachers and administration that meet on a monthly basis to gauge the effectiveness of programs, materials, and instructional techniques.

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

The district provides all standard-based curriculum and licenses for educational software that are approved by the state to meet the needs of California's diverse student groups.

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

Bates uses instructional materials that are approved by the state and provided by the district.

Opportunity and Equal Educational Access

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

Students at Bates are provided with the required instructional minutes and receive instruction from teachers who are qualified to meet their needs. The teachers at Bates receive professional development from experienced practitioners who regularly visit their classrooms, provide evidence based observations, and research-based strategies to improve instruction for students who demonstrate greater needs to meet grade level competency expectations in all subject areas.

Evidence-based educational practices to raise student achievement

Administration participates in county sponsored events to assess the implementation of curriculum as it pertains to the student population by identifying students needs and matching resources, instructional strategies, and professional development to meet those needs.

Parental Engagement

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

Parents actively participate in the following parent meetings: PTA, ELAC, DELAC, and other district level meetings to voice their concerns and provide feedback.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Parents are invited and encouraged to participate in the ELAC meetings. Through the PTA and School Site Council, parents, teachers, and community members share ideas, reflect, and plan improvements based on the students' needs as demonstrated on standardized tests including the SBAC, ELPAC, and local assessments such as MAP, STAR, AR, and curriculum benchmarks.

Funding

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

School Site Council reviews the instructional program along with recommended programs and strategies for intervention.

Fiscal support (EPC)

The Chief Business Officer provides administration at Bates with the budget and personalized assistance through group and individual meetings as necessary.

Stakeholder Involvement

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

Involvement Process for the SPSA and Annual Review and Update

The SPSA was presented, reviewed and updated at our School Site Council (SSC) meetings throughout the 2021-2022 academic school year. The parents who participated in the English Language Advisory (ELAC) had opportunities to provide advice to the principal at the SSC. The SPSA was again reviewed at the beginning of the 2022-2023 academic year to make modifications due to the advancement of the Dual Language Immersion in Spanish Program in all grade levels, from TK - 6th.

Resource Inequities

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

Our District serves approximately 1854 students in the Transitional kindergarten through twelfth grades. Bates Elementary School serves a student body of under 90 students. This rural school is located in the community of Courtland, a small town that sits along the Sacramento River, in Sacramento County. The population includes 96.67% Hispanic/Latino, 2.22% White/Caucasian, and 1.11% Filipino students. 54.44% of the student population are English Language Learners and 38.89% of the school population participates in the Migrant Education Program. 2.22% of the student population is served in Special Education. Bates Elementary School is a Title I school, with 85.56% of the student population qualifying as socioeconomically disadvantaged.

Four of the elementary schools in the River Delta Unified School District qualify for Title I funding. While we work hard to meet state and federal accountability requirements, we are committed to more than just the academic performance of our students. We also strive to meet our students'

developmental needs -- intellectual, physical, and social-emotional -- through a wide variety of programs offered during and after the school day.

Our commitment to our students requires involvement and collaboration to direct the focus on special education, regular education, and after-school services aimed at serving all students through the integration of the student population and the use of a Response to Intervention (RTI) and Positive Behavior Intervention Support (PBIS) model. All students with IEPs and 504s receive services in the general education setting as a “push in” as well as a “pull out” intervention. Additionally, students without IEPs also receive services from staff members traditionally known as resource specialists or instructional assistants in the regular education classroom.

School and Student Performance Data

Student Enrollment Enrollment By Student Group

Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	18-19	19-20	20-21
Kindergarten	13	20	11
Grade 1	14	15	14
Grade 2	22	16	14
Grade3	18	19	12
Grade 4	22	15	16
Grade 5	17	21	13
Grade 6	15	17	21
Total Enrollment	121	123	101

Conclusions based on this data:

1. There is a high percentage of Hispanic students who attend Bates Elementary School. Most of these students come from farm working families as this area is well known for their rich agricultural area. The students who attend school are bused in due to their home location.
2. This student enrollment data was based on CBED date and as the COVID pandemic hit some families moved and our enrollment dropped.

School and Student Performance Data

Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	18-19	19-20	20-21	18-19	19-20	20-21
English Learners	64	77	55	52.9%	62.6%	54.5%
Fluent English Proficient (FEP)	33	30	35	27.3%	24.4%	34.7%
Reclassified Fluent English Proficient (RFEP)	5	5	14	6.5%	7.8%	18.2%

Conclusions based on this data:

1. Bates Elementary had a high percentage in RFEP the 17-18 which was the last year we used the CELDT scores. The percentages are less the other years due to the ELPAC assessment and new district reclassification criteria. Bates staff has implemented "ELPAC Boot camp" to focus on the different sections of the ELPAC assessment and help students build self confidence.
2. Bates continues with the effort to always improve and celebrate students' reclassification RFEP.

School and Student Performance Data

CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	22	17	10	22	17	0	22	17	0	100	100	0.0
Grade 4	18	20	15	18	20	0	18	20	0	100	100	0.0
Grade 5	18	17	13	17	17	0	17	17	0	94.4	100	0.0
Grade 6	22	18	21	21	18	0	21	18	0	95.5	100	0.0
All Grades	80	72	59	78	72	0	78	72	0	97.5	100	0.0

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

2019-20 Data:

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

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	2396.	2406.		18.18	17.65		27.27	29.41		18.18	23.53		36.36	29.41	0.0
Grade 4	2430.	2446.		11.11	15.00		16.67	30.00		33.33	10.00		38.89	45.00	0.0
Grade 5	2481.	2479.		11.76	11.76		29.41	35.29		35.29	23.53		23.53	29.41	0.0
Grade 6	2517.	2541.		4.76	27.78		33.33	33.33		47.62	22.22		14.29	16.67	0.0
All Grades	N/A	N/A	N/A	11.54	18.06		26.92	31.94		33.33	19.44		28.21	30.56	0.0

2019-20 Data:

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

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	31.82	17.65		22.73	58.82		45.45	23.53	0.0
Grade 4	0.00	20.00		55.56	45.00		44.44	35.00	0.0
Grade 5	23.53	17.65		35.29	58.82		41.18	23.53	0.0
Grade 6	9.52	22.22		57.14	55.56		33.33	22.22	0.0
All Grades	16.67	19.44		42.31	54.17		41.03	26.39	0.0

2019-20 Data:

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

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	9.09	23.53		54.55	41.18		36.36	35.29	0.0
Grade 4	5.56	5.00		61.11	60.00		33.33	35.00	0.0
Grade 5	29.41	23.53		47.06	58.82		23.53	17.65	0.0
Grade 6	4.76	27.78		66.67	50.00		28.57	22.22	0.0
All Grades	11.54	19.44		57.69	52.78		30.77	27.78	0.0

2019-20 Data:

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

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	22.73	5.88		50.00	82.35		27.27	11.76	0.0
Grade 4	5.56	20.00		77.78	75.00		16.67	5.00	0.0
Grade 5	11.76	11.76		64.71	58.82		23.53	29.41	0.0
Grade 6	14.29	27.78		80.95	61.11		4.76	11.11	0.0
All Grades	14.10	16.67		67.95	69.44		17.95	13.89	0.0

2019-20 Data:

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

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	18.18	11.76		54.55	52.94		27.27	35.29	0.0
Grade 4	11.11	15.00		50.00	40.00		38.89	45.00	0.0
Grade 5	11.76	11.76		58.82	52.94		29.41	35.29	0.0
Grade 6	19.05	38.89		61.90	44.44		19.05	16.67	0.0
All Grades	15.38	19.44		56.41	47.22		28.21	33.33	0.0

2019-20 Data:

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

Conclusions based on this data:

1. This data displays the number of students who have taken the SBAC and their growth. Our goal is to increase the percentage in the overall of the "At or Near Standard" to approximately 5-10 points each year.
2. New updated data will be available after 2021-2022 academic school year.

School and Student Performance Data

CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	22	17	10	22	17	0	22	17	0	100	100	0.0
Grade 4	18	20	15	18	20	0	18	20	0	100	100	0.0
Grade 5	18	17	13	17	17	0	17	17	0	94.4	100	0.0
Grade 6	22	18	21	21	18	0	21	18	0	95.5	100	0.0
All Grades	80	72	59	78	72	0	78	72	0	97.5	100	0.0

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

2019-20 Data:

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

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	2416.	2425.		18.18	5.88		22.73	41.18		27.27	23.53		31.82	29.41	0.0
Grade 4	2462.	2462.		5.56	15.00		22.22	25.00		55.56	35.00		16.67	25.00	0.0
Grade 5	2458.	2500.		11.76	17.65		5.88	17.65		29.41	29.41		52.94	35.29	0.0
Grade 6	2517.	2488.		9.52	5.56		4.76	27.78		57.14	33.33		28.57	33.33	0.0
All Grades	N/A	N/A	N/A	11.54	11.11		14.10	27.78		42.31	30.56		32.05	30.56	0.0

2019-20 Data:

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

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	18.18	23.53		59.09	47.06		22.73	29.41	0.0
Grade 4	11.11	30.00		61.11	20.00		27.78	50.00	0.0
Grade 5	11.76	23.53		35.29	23.53		52.94	52.94	0.0
Grade 6	9.52	11.11		52.38	38.89		38.10	50.00	0.0
All Grades	12.82	22.22		52.56	31.94		34.62	45.83	0.0

2019-20 Data:

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

Problem Solving & Modeling/Data Analysis									
Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	22.73	23.53		54.55	70.59		22.73	5.88	0.0
Grade 4	22.22	20.00		66.67	50.00		11.11	30.00	0.0
Grade 5	5.88	11.76		41.18	41.18		52.94	47.06	0.0
Grade 6	4.76	5.56		66.67	50.00		28.57	44.44	0.0
All Grades	14.10	15.28		57.69	52.78		28.21	31.94	0.0

2019-20 Data:

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

Communicating Reasoning									
Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	27.27	11.76		36.36	70.59		36.36	17.65	0.0
Grade 4	11.11	15.00		44.44	55.00		44.44	30.00	0.0
Grade 5	0.00	11.76		58.82	64.71		41.18	23.53	0.0
Grade 6	4.76	11.11		52.38	50.00		42.86	38.89	0.0
All Grades	11.54	12.50		47.44	59.72		41.03	27.78	0.0

2019-20 Data:

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

Conclusions based on this data:

1. This data displays the different domains and our goal is to increase by improving each domain by the minimum of five points. Strategies to improve will be addressed in the learning loss goal.
2. New updated data will be available after the 2021-2022 academic school year.

School and Student Performance Data

ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	1494.9	*	*	1493.3	*	*	1498.7	*	*	12	7	6
1	1524.2	1487.2	1457.8	1493.1	1492.8	1479.9	1554.6	1481.0	1435.0	16	13	12
2	1527.8	1522.5	*	1514.9	1522.2	*	1540.0	1521.8	*	12	13	4
3	1509.9	1543.6	*	1514.4	1565.2	*	1504.9	1521.3	*	12	11	7
4	*	*	*	*	*	*	*	*	*	*	8	8
5	*	*	*	*	*	*	*	*	*	*	7	8
6	*	*	*	*	*	*	*	*	*	*	*	9
All Grades										72	61	54

2019-20 Data:

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

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	*	*	*	*	*		*	*	*	*	*	12	*	*
1	81.25	23.08	16.67	*	53.85	41.67	*	15.38	25.00		7.69	16.67	16	13	12
2	*	46.15	*	*	38.46	*	*	15.38	*		0.00	*	12	13	*
3	*	54.55	*	*	36.36	*	*	9.09	*		0.00	*	12	11	*
4	*	*	*	*	*	*		*	*		*	*	*	*	*
5	*	*	*	*	*	*		*	*		*	*	*	*	*
6	*	*	*	*	*	*		*	*		*	*	*	*	*
All Grades	63.89	42.62	16.67	22.22	42.62	59.26	*	13.11	16.67	*	1.64	7.41	72	61	54

2019-20 Data:

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

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	*	*	*	*	*		*	*	*	*	*	12	*	*
1	87.50	46.15	50.00	*	38.46	16.67		15.38	25.00	*	0.00	8.33	16	13	12
2	91.67	53.85	*	*	30.77	*		7.69	*		7.69	*	12	13	*
3	*	90.91	*	*	0.00	*	*	9.09	*		0.00	*	12	11	*
4	*	*	*	*	*	*		*	*		*	*	*	*	*
5	*	*	*	*	*	*		*	*		*	*	*	*	*
6	*	*	*	*	*	*		*	*		*	*	*	*	*
All Grades	73.61	60.66	50.00	22.22	31.15	35.19	*	6.56	9.26	*	1.64	5.56	72	61	54

2019-20 Data:

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

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	*	*	*	*	*	*	*	*		*	*	12	*	*
1	93.75	30.77	8.33		15.38	33.33		38.46	25.00	*	15.38	33.33	16	13	12
2	*	23.08	*	*	46.15	*		30.77	*	*	0.00	*	12	13	*
3	*	9.09	*	*	54.55	*	*	36.36	*	*	0.00	*	12	11	*
4	*	*	*	*	*	*	*	*	*		*	*	*	*	*
5	*	*	*	*	*	*	*	*	*		*	*	*	*	*
6	*	*	*	*	*	*	*	*	*		*	*	*	*	*
All Grades	50.00	22.95	9.26	22.22	39.34	40.74	19.44	32.79	35.19	*	4.92	14.81	72	61	54

2019-20 Data:

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

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	91.67	*	*		*	*	*	*	*	12	*	*
1	87.50	76.92	41.67	*	23.08	41.67		0.00	16.67	16	13	12
2	*	61.54	*	*	38.46	*		0.00	*	12	13	*
3	*	54.55	*	*	45.45	*		0.00	*	12	11	*
4	*	*	*	*	*	*		*	*	*	*	*
5	*	*	*	*	*	*		*	*	*	*	*
6	*	*	*	*	*	*		*	*	*	*	*
All Grades	59.72	47.54	27.78	38.89	52.46	62.96	*	0.00	9.26	72	61	54

2019-20 Data:

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

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	*	*	*	*	*	*	*	*	12	*	*
1	87.50	23.08	41.67	*	69.23	41.67	*	7.69	16.67	16	13	12
2	100.00	53.85	*		38.46	*		7.69	*	12	13	*
3	*	90.91	*	*	9.09	*		0.00	*	12	11	*
4	*	*	*		*	*		*	*	*	*	*
5	*	*	*	*	*	*		*	*	*	*	*
6	*	*	*		*	*		*	*	*	*	*
All Grades	88.89	67.21	67.92	*	29.51	24.53	*	3.28	7.55	72	61	53

2019-20 Data:

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

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	*	*	*	*	*		*	*	12	*	*
1	93.75	46.15	8.33		15.38	50.00	*	38.46	41.67	16	13	12
2	*	23.08	*	*	76.92	*	*	0.00	*	12	13	*
3		9.09	*	*	72.73	*	*	18.18	*	12	11	*
4	*	*	*	*	*	*	*	*	*	*	*	*
5	*	*	*	*	*	*	*	*	*	*	*	*
6	*	*	*	*	*	*	*	*	*	*	*	*
All Grades	50.00	26.23	9.26	34.72	55.74	68.52	15.28	18.03	22.22	72	61	54

2019-20 Data:

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

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	91.67	*	*	*	*	*		*	*	12	*	*
1	81.25	7.69	0.00	*	84.62	66.67	*	7.69	33.33	16	13	12
2	*	15.38	*	*	84.62	*		0.00	*	12	13	*
3	*	36.36	*	*	63.64	*	*	0.00	*	12	11	*
4	*	*	*	*	*	*		*	*	*	*	*
5		*	*	*	*	*		*	*	*	*	*
6	*	*	*	*	*	*		*	*	*	*	*
All Grades	52.78	26.23	9.26	43.06	72.13	77.78	*	1.64	12.96	72	61	54

2019-20 Data:

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

Conclusions based on this data:

1. Bates Elementary school has made growth and has a high percentage of RFEP. The teachers and staff analyze data to be sure to increase RFEP students by minimum of five students a year.
2. Bates Elementary implemented Transitional Kindergarten in the 2021-2022 academic school year.

School and Student Performance Data

Student Population

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

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

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

2020-21 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
101	90.1	54.5	This is the percent of students whose well-being is the responsibility of a court.
This is the total number of students enrolled.	This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2019-20 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	55	54.5
Foster Youth		
Homeless	5	5.0
Socioeconomically Disadvantaged	91	90.1
Students with Disabilities	4	4.0

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic	99	98.0
Two or More Races		
Native Hawaiian or Pacific Islander		
White	2	2.0

Conclusions based on this data:

1. Bates Elementary has a high percentage of socioeconomically disadvantaged students as well as English Language learners.

2. The students at Bates require innovative programs and strategies in order to make greater gains during their instructional day.

School and Student Performance Data

Overall Performance

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

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

2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
English Language Arts  Yellow	Chronic Absenteeism  Green	Suspension Rate  Green
Mathematics  Yellow		

Conclusions based on this data:

1. Bates Elementary is making fair progress academically. More attention to quality first instruction is necessary in order to make greater progress.
2. This data displays two green performances for suspension rate and chronic absenteeism which indicate a positive school environment.

School and Student Performance Data

Academic Performance English Language Arts

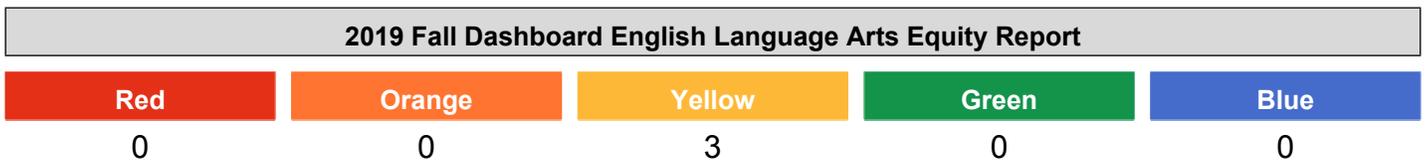
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group		
<p>All Students</p> Yellow 18.3 points below standard Increased ++12 points 67	<p>English Learners</p> Yellow 31.1 points below standard Increased ++6.9 points 53	<p>Foster Youth</p> No Performance Color 0 Students
<p>Homeless</p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	<p>Socioeconomically Disadvantaged</p> Yellow 21.8 points below standard Increased ++9.6 points 62	<p>Students with Disabilities</p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 8

2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color 0 Students
Hispanic	Two or More Races	Pacific Islander	White
 Yellow 20.4 points below standard Increased ++12.6 points 62	 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5

This section provides a view of Student Assessment Results and other aspects of this school’s performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
78.7 points below standard Increased ++7.3 points 27	18.4 points above standard Maintained -1.9 points 26	22.3 points above standard Increased ++7.2 points 13

Conclusions based on this data:

- Bates Elementary had an increase of twelve points for all students and 6.9 points for the English language learners. Our goal is to continue to make growth in all subgroups.
- Bates Elementary implemented a Transitional Kindergarten program and a Dual Immersion program in the 2021-2022 academic school year.

School and Student Performance Data

Academic Performance Mathematics

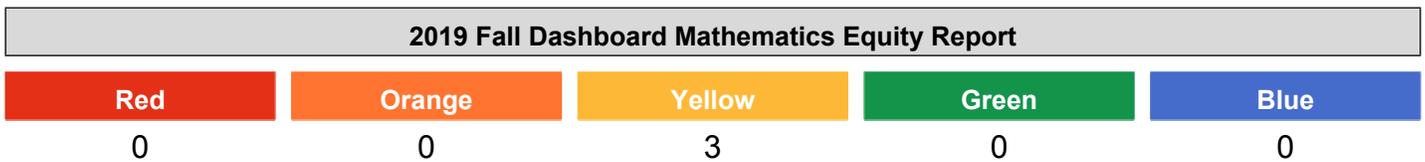
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group		
<p>All Students</p> <p>Yellow</p> <p>30.1 points below standard</p> <p>Increased ++3 points</p> <p>67</p>	<p>English Learners</p> <p>Yellow</p> <p>28.8 points below standard</p> <p>Increased ++6.4 points</p> <p>53</p>	<p>Foster Youth</p>
<p>Homeless</p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>4</p>	<p>Socioeconomically Disadvantaged</p> <p>Yellow</p> <p>31.1 points below standard</p> <p>Increased ++4 points</p> <p>62</p>	<p>Students with Disabilities</p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>8</p>

2019 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
<p align="center">Hispanic</p>  <p align="center">Yellow</p> <p align="center">27.9 points below standard</p> <p align="center">Increased ++6.4 points</p> <p align="center">62</p>	<p align="center">Two or More Races</p>	<p align="center">Pacific Islander</p>	<p align="center">White</p>  <p align="center">No Performance Color</p> <p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">5</p>

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
<p align="center">64.4 points below standard</p> <p align="center">Increased ++3.3 points</p> <p align="center">27</p>	<p align="center">8.2 points above standard</p> <p align="center">Increased ++4 points</p> <p align="center">26</p>	<p align="center">35.3 points below standard</p> <p align="center">Declined -12.3 points</p> <p align="center">13</p>

Conclusions based on this data:

1. Bates Elementary has a high percentage of English Language Learners and they have made growth by 6.4 points in comparison of to all students making a three point increase. Our focus is to RFEP our students by the time they leave Bates to middle school so they have an extra class for elective.

School and Student Performance Data

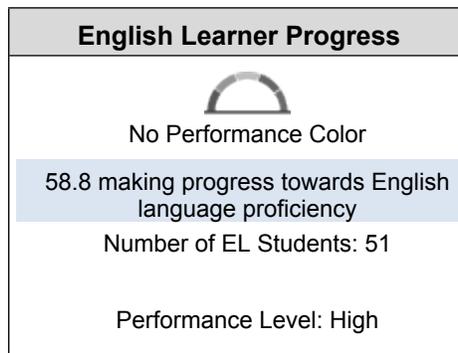
Academic Performance English Learner Progress

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

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

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

2019 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e., levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

2019 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
17.6	23.5	23.5	35.2

Conclusions based on this data:

- Bates Elementary has a high number of English Language Learners whose primary language is Spanish.
- Bates Elementary implemented two additional programs in the 2021-2022 academic school year; Transitional Kindergarten and Dual Immersion Program with Spanish as the target language.

School and Student Performance Data

Academic Performance College/Career Measures Only Report

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

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

Number and Percentage of Students in the Combined Graduation Rate and/or Dashboard Alternative School Status (DASS) Graduation Rate by Student Group		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

Advanced Placement Exams – Number and Percentage of Four-Year Graduation Rate Cohort Students

Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the four-year graduation rate cohort by student group who scored 3 or higher on at least two Advanced Placement exams.

International Baccalaureate Exams – Number and Percentage of Four-Year Graduation Rate Cohort

Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the four-year graduation rate cohort by student group who scored 4 or higher on at least two International Baccalaureate Exams.

Completed at Least One Career Technical Education (CTE) Pathway – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

Completed a-g Requirements – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the University of California (UC) or California State University (CSU) a-g criteria with a grade of C or better (or Pass).

Completed a-g Requirements AND at Least One CTE Pathway – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the UC or CSU a-g criteria with a grade of C or better (or Pass) AND completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

Completed College Credit Courses – Number and Percentage of All Student Students Completing One Semester, Two Quarters, or Two Trimesters of College Credit Courses		
Student Group	Number of Students	Percent of Students
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

**Completed College Credit Courses – Number and Percentage of All Student
Students Completing Two Semesters, Three Quarters, or Three Trimesters of College Credit Courses**

Student Group	Number of Students	Percent of Students
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

Earned the State Seal of Biliteracy – Number and Percentage of All Students

Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who earned the State Seal of Biliteracy.

Conclusions based on this data:

1. This College and Career data is not applicable to our Bates students at this time (6th grade). However, we do have multiple programs that provide students with the opportunity to learn and explore colleges, universities and careers.

School and Student Performance Data

Academic Engagement Chronic Absenteeism

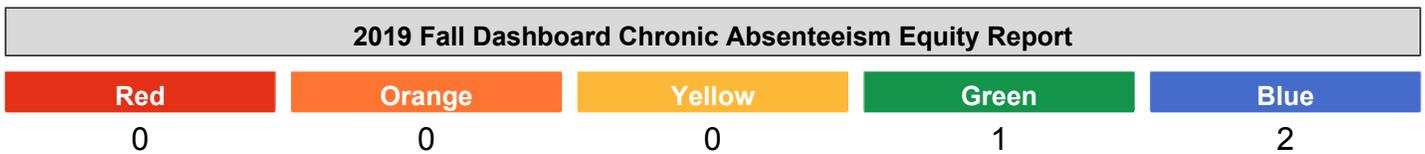
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2019 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
<p>All Students</p>  Green 3 Declined -2 133	<p>English Learners</p>  Blue 1.4 Declined -2.6 72	<p>Foster Youth</p>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0
<p>Homeless</p>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 8	<p>Socioeconomically Disadvantaged</p>  Blue 1.7 Declined -3.7 118	<p>Students with Disabilities</p>  No Performance Color 9.1 Increased +2.4 11

2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1
Hispanic	Two or More Races	Pacific Islander	White
 Green 2.6 Declined -2.3 116	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color 7.7 Increased +7.7 13

Conclusions based on this data:

1. Bates students traditionally have a high percentage of positive attendance. Parents and guardians communicate on a regular basis when students are absent from school. Bates office staff call parents of students who are absent, SST meetings are scheduled or referral to SARB when attendance is not corrected.

School and Student Performance Data

Academic Engagement Graduation Rate Additional Report

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

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

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

Conclusions based on this data:

1. Graduation rate for Bates Elementary is not applicable. Sixth grade students at Bates are promoted to middle school at 100% rate.

School and Student Performance Data

Conditions & Climate Suspension Rate

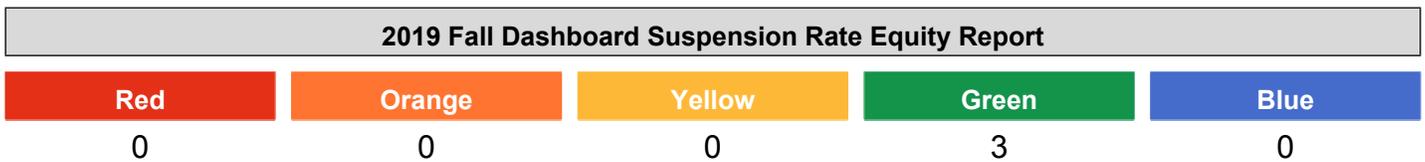
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group		
<p>All Students</p> <p>Green</p> <p>1.4</p> <p>Declined -0.6</p> <p>138</p>	<p>English Learners</p> <p>Green</p> <p>1.4</p> <p>Declined -1.1</p> <p>74</p>	<p>Foster Youth</p>
<p>Homeless</p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not</p> <p>8</p>	<p>Socioeconomically Disadvantaged</p> <p>Green</p> <p>1.6</p> <p>Declined -0.6</p> <p>122</p>	<p>Students with Disabilities</p> <p>No Performance Color</p> <p>0</p> <p>Maintained 0</p> <p>11</p>

2019 Fall Dashboard Suspension Rate by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data 2			 No Performance Color Less than 11 Students - Data 1
Hispanic	Two or More Races	Pacific Islander	White
 Green 1.7 Declined -0.6 119	 No Performance Color Less than 11 Students - Data 1		 No Performance Color 0 Maintained 0 15

This section provides a view of the percentage of students who were suspended.

2019 Fall Dashboard Suspension Rate by Year

2017	2018	2019
	2	1.4

Conclusions based on this data:

- The suspension rate at Bates Elementary has traditionally been low. Multiple programs and interventions are implemented to address negative behavior.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Basic Services Goal

LEA/LCAP Goal

LCAP Priority 1 - Basic Services Goal

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

State Priorities:

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

LCAP Goal:

- Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades TK -12.
- Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction
- Implement a Dual Immersion program with the purpose of recruiting students to prepare them to globally compete and be college and career ready.

Goal 1

Goal Statement:

Bates Elementary will provide safe a environment where all teachers are highly qualified, the school facility is safe and well maintained, and all the basic curricular needs (textbooks, desks, etc.) to support instruction are met.

Identified Need

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

- Previous SARC information
- Board Approved Textbooks
- Common Core Standards
- Intervention class groups
- Work orders and fixit tickets
- Student Academic Achievement Data
- Parent, staff and student surveys
- Dual Immersion Program Enrollment data

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

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

- Aeries reports on student data

Strategy:

- In coordination and collaboration with the District Office, all students at Bates will have the appropriate textbooks, materials, and technological equipment, as well as facilities necessary so that student learning occurs in a nurturing, safe, and secure environment funded by the District.
- In coordination and collaboration with the district office, appropriate Spanish curriculum for the Dual Immersion program will be purchased and funded by the District.
- In coordination and collaboration with the District office and Maintenance and Operations, Bates students and staff will have the necessary equipment and materials to satisfy the needs of their jobs in a supportive and safe environment funded by the District and M&O departments.
- In coordination with the District Office, Bates will maintain the appropriate level of highly qualified teachers to meet the needs of the students.
- A Dual Immersion Program (DIP) in all grades TK-6th will provide an alternative education model to develop fluency and literacy in two languages supported by the District.

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

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

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Provide textbooks, materials and technology in support of student learning

Strategy/Activity

Strategy Title: Curricular Needs Students to be served by this Strategy / Activity:

Task:

- Staff will inform Principal of curricular needs to ensure all students have the proper and appropriate materials.
- Principal will ensure that all teachers and staff have all curriculum, materials, supplies and technology needed for instruction and student learning funded by the District.
- Principal will notify the District Office (DO) to order any needed curriculum for students,
- Purchase and use necessary supplemental math curriculum to use for intervention from site funds.
- Teachers will use required technology and educational technology programs to support the curriculum funded by the District.
- Purchase and use necessary materials and equipment to meet the needs of Physical Education requirements and to promote healthier living habits funded by site funds.

- Purchase and use additional Chromebooks to meet the needs of ELA and Math programs funded by the District.
- Academic support and enrichment programs will be held throughout the school year designed to foster students' individual learning needs.
- Continue with the partnership with the county library for materials, books, and programs.
- Purchase the necessary materials and curriculum for the Dual Immersion program for the 90/10 model funded by the District.
- Technology replacements or repairs will be funded by site funds.

Measures:

- Teacher - Principal communication
- Principal communication with District Office - Educational Services department
- Teachers and the principal will monitor student achievement data such as district benchmark assessments, ELPAC, SBAC, and/or MAP Scores
- Principal will complete formal and informal, on-site observations of basic services in the classroom, including the usage of Chromebooks during class.

People Assigned:

- Teachers/Staff
- Principal
- District Office Personnel

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
200.00	Discretionary Supplies for Student Government - Paper, materials, and incentives
500.00	Title I PE Equipment

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Schoolwide

Strategy/Activity

Strategy Title: Technology

Strategy/Activity:

Task:

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

Measures:

- Posted Computer Lab schedule
- Technology trouble tickets
- Chromebook Cart check-out log
- Licensing for RenLearn and Lexia (district-funded) ReadLive Licenses (site funding)

People Assigned:

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

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

999.00

Discretionary

Technology Parts/Upgrades/Repairs (Copiers, printers, Chromebook etc.)

500.00

Site Supplemental & Concentration

Technology Parts/Upgrades/Repairs (Copiers, printers, Chromebook etc.)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Student Achievement and State Standards

LEA/LCAP Goal

2 - Implementation of State Standards CCSS with Fidelity

Goal 2

Goal Statement: Bates staff will provide response to intervention in order for students demonstrate improvement each quarter.

Identified Need

Help students understand what is expected of them in terms of academic performance and guide them towards gearing up for college and career readiness.

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

- Bates Elementary will use and monitor STAR Reading, STAR Early Lit, STAR Early Lit. Spanish, MAP Scores, ELPAC and SBAC test results from 2021-2022.
- SBAC for 2019-2020 and 2020-2021 are not available due to COVID-19 school closures.
- The number of students meeting the Honor Roll award.
- The number of students who qualify for Advanced 7th Grade Math

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

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

Strategy:

- Each month, teachers will select an instructional strategy to focus on that addresses the needs of students. The focus strategy will be discussed and decided on examples given during the Staff Meeting at the beginning of each month. Data will be collected by the principal during the Walk-Through observations and teachers will have the selected strategy reflected in their lesson plans.
- Continue the development/feedback on the implementation of Common Core Standards/Teaching Methodologies throughout the year.
- Continue the development and implementation of the school-wide English Language Development strategies.
- Continue with support from a bilingual instructional assistant in grades TK-1.

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

- Teachers have received continued training in Common Core Standards in both ELA and Math, and how it affects and changes instructional strategies.
- Teachers will continue to receive additional support/professional development in academic conversations. Teachers at Bates use and fully implement the Common Core standards throughout the subject matter.
- Teachers will continue to implement and receive additional professional development on Number Talks from the district or site.
- Teachers who have not been trained on Step Up to Writing will receive training to continue the implementation of this program.
- Teachers will continue to use MAP scores and other benchmark assessments to identify students for intervention groups.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Professional Development for Teaching Staff

Strategy/Activity

Strategy Title: Professional Development for Teaching Staff and Recruitment of Highly Qualified Teachers and Staff

Task/Activity :

- Provide collaboration time funded by the District for staff to share instructional practices and strategies addressing Science, Social Science and Project GLAD and target specific needs (ELD, Academic Conversations, Number Talks and etc.).
- Protect Core instructional time in the schedule and have ELA and Math in the mornings prior to lunch. Avoid scheduling school events as much as possible during this protected time.
- Use Wednesday release time to identify students with academic needs for RTI groups in different tiers. Students in RTI groups will be supported to move out of those groups based on different grade-level measuring tools.
- Teachers will utilize materials, resources, and strategies from Wonders Writing and incorporate Step Up to Writing during the allotted writing period of the school day.
- Teachers will be provided professional development/training in the alignment of ELD standards across all subject areas from the site-based ELD specialist funded by the site.
- Address/teach the Designated and Integrated ELD instruction.
- Teachers will utilize materials, resources, and strategies from the ELD standards alignment training in all subject areas.
- Teachers will have the opportunity for training on the Next Generation Science Standards (NGSS), Science, Social Science, and Project GLAD.

- Teachers will continue with the school site "Professional Peer Feedback" by observing other colleagues and providing positive feedback on their teaching strategies twice a year funded by the school site.
- Teachers will have the opportunity to collaborate once a quarter to better support student learning and achievement.
- Use Wednesday release time to collaborate and analyze student data to drive instruction and interventions.
- Teachers will continue with the use of typing programs and Google Classrooms to enhance their understanding of technology.

Measures:

- Agendas/Resources from ELD and NGSS Standard alignment training
- Agendas/Resources from Professional Development training
- Agendas/Resources from AVID Meetings/Training/Collaboration
- Classroom Walkthroughs
- Observations
- Teacher Peer Feedback - Twice a year
- Jungle Jr. Typing for grades K-1
- Typing.com for grades 2-6
- Assignments and Interactions in Google Classroom

People Assigned:

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

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
600.00	Discretionary College and Career Ready Field Trips
400.00	Discretionary Family Nights - Additional Compensation for 2-3 teachers
400.00	Lottery: Unrestricted Substitute Teachers for Peer Observations for 5-6 teachers
300.00	Site Supplemental & Concentration

	DLI Collaboration Quarterly
2000.00	Title I Trainings on Culture, ELD, Spanish Language Arts, Number Talks, Academic conversations and on marketing our school and programs.
4000.00	Title I Dual Language Instruction Trainings/Certification/License
9728.00	Title I Bilingual Aides
25406.00	Title I ELD/RTI/SLA Teacher Salary

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Students School Wide

Strategy/Activity

Strategy Title: Supplemental / Ancillary Materials

Task:

- Teachers will utilize district-funded supplemental materials (i.e. Curriculum Associates) that help teachers and students become more familiar with Common Core standards and testing format (e.g. MAP testing).
- Teachers will utilize online keyboarding programs with students to practice Common Core technology standards
- Teachers will use other district or site-funded supplemental materials for the purpose of implementing Common Core standards and enhancing instruction.
- Teachers will use the county library as needed for supplemental materials, books, and programs.

Measures:

- Lesson Plans
- Classroom Walkthroughs / Observations
- Student Work / Student Data
- Computer lab and/or Chromebook usage
- Free Online Keyboarding program
- Online curriculum - Embedded support
- Peer observations twice per year

People Assigned:

- District Personnel (Supplemental Materials)

- Teachers / Staff
- Principal
- TOSA
- SCOE

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

Students School Wide

Strategy/Activity

Strategy:

Strategy Title: Ongoing Assessment and Monitoring System

Strategy/Activity:

Task:

- Staff will have data to review MAP, ELPAC, SBAC ELA, Math & Science, and Physical Fitness Results.
- Administer entry-level assessments for Transitional Kinder students (STAR Early Lit in Spanish, Common Core Math Assessment, and ELPAC).
- Implement regular curricular monitoring assessments (Math Unit/Chapter Tests, ELA Unit Tests, Fluency Tests, RenLearn Assessments).
- Provide teachers the opportunity to attend conferences that support student achievement.
- Administer MAP Assessments and use data to drive instruction.
- Follow district calendar for administration, collection, and analysis of monitoring assessments.
- Set up electronic data collection and recording for each teacher (Academic Conferencing after 1st and 3rd quarters).
- Teachers utilize District-provided MAP practice materials.
- Celebrate student success on MAP and ELPAC testing with Medals Ceremonies.
- Celebrate student attendance and honor roll by providing incentives for students.

Measures:

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

People Assigned:

- Principal
- Teachers/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
400.00	Lottery: Unrestricted Cost of Substitutes for Teachers Conferences
150.00	Site Supplemental & Concentration Medals for Student Achievement

Strategy/Activity 4

Students to be Served by this Strategy/Activity

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

Grade Level /School Wide Collaboration

Strategy/Activity

Task:

- Calendar one collaboration meeting per month to focus on Common Core instructional strategies, assessment data analysis, and/or lesson planning.
- Identify school site leaders in specialized areas (GLAD, AR, Technology, SDAIE, Number Talks, and Academic Conversations) and utilize their input for staff collaboration.
- Use a data recording tool for site collaboration meetings.
- Teachers share specific input/feedback on how to improve teaching strategies and student performance.
- Principal, RTI staff, and rotating teachers will meet a minimum of once (1x) each month to collaborate on the progress of students receiving intervention services.
- Provide Tier 1, 2, and 3 interventions for struggling math students, especially targeting students who are socioeconomically disadvantaged, the subgroup identified in the California School Dashboard Indicators as needing additional support.

Measures:

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

People Assigned:

- Principal
- Teacher/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Title I Teacher Conference or Professional Development for RTI support
500.00	Title I Substitute Teachers for Collaboration with DIP Schools

Strategy/Activity 5

Students to be Served by this Strategy/Activity

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

Writing Schoolwide

Strategy/Activity

Task:

- Provide dedicated writing period for students in grades TK-6 (attempt extended writing period 2x/week for 50 minutes each along with 5x/week for 30 minutes each).
- Provide staff with opportunities to collaborate and share student successes with Wonders curriculum/Step-Up to Writing.
- Implement writing strategies learned in training.
- Implement GLAD/ELD strategies in preparation for the writing pieces.
- Continue with the implementation of academic conversations in every classroom.
- Conduct three (3) school-wide writing assessments, Fall, Winter, and Spring.
- Invite author of children's books to visit Bates and talk about the benefits of reading/writing
- Student Authors Writing Contests (poem, short story, etc.) to increase student interest in writing.

Measures:

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

People Assigned:

- Principal
- Teachers/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Discretionary Supplies for Meetings including Snacks
500.00	Site Supplemental & Concentration Writing Trainings /AVID WICOR

Strategy/Activity 6

Students to be Served by this Strategy/Activity

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

Response to Intervention

Strategy/Activity

Task:

- Continue the process for identifying students qualifying for Tier 2 and Tier 3 (pull-out) intervention services for ELA.
- Identify staff to provide Tier 2 and Tier 3 intervention services.
- RTI and ELA teachers will continue with the implementation of supplemental materials/curriculum such as SIPPS, 3rd edition, Read Naturally - Read Live, and/or LIPS.
- Search and implement a Math intervention that services to students that can be reinforced by the Beyond the Bell staff.
- "Math Fact Practice Club" in After-School Program that tracks progress and rewards achievements.
- Principal, RTI team, and rotating teachers meet monthly to discuss student progress and needs in RTI and readjust practices and approaches to better support our students.

Measures:

- Students receiving RTI services show growth in Pre/Post tests of RTI curriculum.
- Students receiving RTI services show growth in STAR Early Literacy (1+ year's growth) and/or growth in STAR Reading
- Students participating in the Dual Immersion Program will be taking the STAR Early Literacy in Spanish

People Assigned:

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

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Site Supplemental & Concentration Intervention and supplemental programs (include licenses or curriculum)

Strategy/Activity 7

Students to be Served by this Strategy/Activity

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

Differentiation for Advanced Students

Strategy/Activity

Task:

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

Measures:

- MAP testing/SBAC Interim benchmark assessments, GATE Testing, Curricular assessments
- STAR Early Lit English and Spanish for the students in the Dual Immersion Program
- Lesson Plans
- Student work
- Classroom walk throughs/observations

People Assigned:

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

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Discretionary

Strategy/Activity 8**Students to be Served by this Strategy/Activity**

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

Intervention Students

Strategy/Activity

Strategy Title: Instruction at Student Levels

Strategy/Activity:

Task:

- Students will receive instruction at their level of need during ELA/Math Universal Access (UA) time.
- Students who need help beyond class time will receive instruction using materials such as Lexia, Language!, RAZ, LIPS, and Read Naturally with the purpose of reinforcing the core standards.
- Students who regularly exceed the core standards and/or qualify for GATE will be given challenging activities and opportunities to extend their learning.

Measures:

- RenLearn Assessments (STAR Early Lit, STAR Reading, STAR Math)
- Lexia Assessments
- RAZ
- Curricular and SBAC interim benchmark assessments
- Mobymax curriculum support
- RTI curricular assessments
- Classroom walkthroughs/observations

People Assigned:

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

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500.00

Source(s)

Title I

Teacher Conferences/Training/ Professional Development

Strategy/Activity 9

Students to be Served by this Strategy/Activity

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

Addressing Student Needs

Strategy/Activity

Strategy Title: Addressing Student Needs

Strategy/Activity:

Task:

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

Measures:

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

People Assigned:

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

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

300.00

Source(s)

Lottery: Unrestricted

Food/Snacks for Academic
Conferences/Collaboration Meetings

200.00

Title I

SST Substitute Coverages (2 days)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Parent Involvement

LEA/LCAP Goal

Goal Area: LCAP Priority 3 - Parent Involvement

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

State Priorities:

3 - Parent Involvement

Goal 3

Goal Statement: Bates Elementary will strive to make parents and community feel welcomed and engaged in our students' success.

Identified Need

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

- Written and implied data from teachers/staff
- Parent Feedback / Suggestions
- Sign-in from the school year
- Sign-in for meetings or events
- District Town Hall Meetings
- Monthly Newsletters where teachers are being featured and request feedback on ways to improve the Dual Immersion Program.
- Distribute monthly newsletters to the county library and to the town association members.

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

- Parent Sign-Ups (with phone numbers) at Back to School Night for all calendared school events.
- Google form with a QR code to facilitate parent communication
- We will ensure parent/family sign-in at all events in which parents participate.
- Parent Engagement Incentive program for the parents to continue to attend formal meetings, parent nights, and other parent meetings/committees.

Strategy:

- Further develop an inclusive school culture that generates parent participation throughout the entire school year, during, before, and after school hours, and at school events.
- Improve the school/home connection through more parent participation on-site at the school.
- Provide each parent with a ticket at every school event and/or meeting for an incentive drawing at the end of the school year.
- Select and acknowledge a Parent/guardian of the month for the monthly sing-along.

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

- From the data we have gathered, as well as observational data from Bates staff, we estimated about 90% of the parents participated in at least one school event.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

School Wide

Strategy/Activity

Strategy Title: Communication with Parents

Task/Activity:

- General information with parents and the community will be communicated through parent square in English and Spanish.
- Provide parents with a copy of the monthly calendar of events on a monthly basis for the 2021-2022 school year to send home with the students and post on our school's social media pages.
- Continue with the district-adopted ParentSquare platform.
- All parent information sent home will be translated for parents/families.
- Teachers make positive calls or emails for one or more selected students each week during the early Wednesday release time.
- Parent meetings with non-English speaking parents will be translated.
- Phone messages/reminders will be sent home as necessary in the language spoken at home, district funded.
- Progress reports will be shared with parents each quarter/Report Cards each quarter for all students
- MAP testing results will be shared with the parents and the students via the Wednesday folder.
- Overall SBAC results are shared with the parents and community during different parent meetings.
- Teachers will hold Parent/Student conferences, with translation as needed.
- Parents will be invited to participate in Student Success Team (SST) meetings for their students.
- Upcoming events will be noted on the school electronic sign.
- Principal will attend Courtland Town Association meetings to share information about the school with parents/community members and/or share the Monthly Newsletters.
- Use the Back to School Night and other family and community nights to provide information for parents.
- Provide parents the opportunities to volunteer in the classrooms.
- Conduct family outreach to families who are applying to transfer out of Bates to another school or district.

Measures:

- Calendar of Events

- Quarterly Positive Call - Contact Log
- Parent Square Posts
- Sign-Ins from Parent/Teacher Conferences
- Progress and Report Cards
- Student Agendas
- SST copies

People Assigned:

- Principal
- Secretary
- Teachers/Staff
- Counselor
- Beyond the Bell Staff

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

300.00

Source(s)

Lottery: Unrestricted

Substitute Teachers for SST (Roving Substitutes)

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Schoolwide

Strategy/Activity

Strategy Title: The SSC, ELAC, and PTA will increase overall Parental engagement at Bates Elementary.

Task/Activity:

- Parent Nights are designed to help parents understand the DLI program at Bates Elementary.
- Parents will be encouraged to participate in the parent nights at the Back to School Night, ParentSquare, newsletters, and in the classrooms by the Principal and teachers.
- PTA & ELAC meetings will include reminders of Parent Nights.
- Coffee/Tea with the Principal will also remind parents of the Parent Nights and continue the ongoing communication between parents and principal.
- Provide two Parent Nights with different topics depending on the identified needs.
- School counselor will present at an ELAC meeting to review A-G requirements, differences between college and university systems, and financial aid opportunities.

Measures:

- Sign-In Sheets

- Coffee/Tea with the principal agendas/sign-in sheets
- ELAC SSC and PTA Principal's Reports

People Assigned:

- PTA & ELAC Parents
- Teachers
- Principal
- Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Discretionary Staff Hourly Time - Parent Nights
300.00	Discretionary Food/Snacks/Supplies for Parent Meetings
800.00	Title I Family Nights Curriculum & Supplies
300.00	Discretionary Translation Services
300.00	Discretionary Child care for Parent Meetings
300.00	Site Supplemental & Concentration Child Care for Parent Meetings
400.00	Discretionary Food or supplies for Parent Meetings
600.00	Discretionary ELD DLI SCOE Trainings

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

School Wide

Strategy/Activity

Strategy Title: Dual Immersion Parent Nights will increase overall Parental involvement at Bates Elementary.

Task/Activity:

- Dual Immersion Parent Nights are designed to inform parents and explain the Dual Immersion Program at Bates Elementary.
- Parents will be encouraged to participate in the Dual Immersion parent nights at the Back to School Night, ParentSquare, newsletters, and in the classrooms by the Principal and teachers.
- Parents will be given the opportunity to give feedback on ways to improve and make progress.

Measures:

- Dual Immersion Night Agendas
- Sign-In Sheets
- ELAC and PTA Principal's Reports

People Assigned:

- PTA & ELAC Parents
- Teachers
- Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Discretionary Staff Time - Dual Immersion Nights
300.00	Discretionary Food/Snacks/Supplies for Parent Meetings

Strategy/Activity 4

Students to be Served by this Strategy/Activity

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

School Wide

Strategy/Activity

Strategy Title: ELAC Responsibilities

Task/Activity:

- ELAC parents will have discussions of parents' needs to ensure their children succeed.
- ELAC parents will select the topics of interest they wish to learn about to support their students.

- Advise School Site Council (SSC) on the school's program, goals, and objectives for EL programs/services.
- Advise the principal and staff on the school's program for English Learners.
- Provide and discuss the DELAC's summary of all schools' surveys.
- Advise the school on practices to make parents/guardians aware of the importance of regular school attendance. Elect at least one member to the DELAC.
- Provide training/materials, planned in full consultation with committee members, appropriate to assist members in carrying out their legal advisory responsibilities.
- Invite ELAC parent to attend the CABE conference (regional or state).
- Provide training on the District's Uniform Complaint Procedures, including Williams requirements.
- ELAC parents will have the opportunity to provide feedback on site based programs during each ELAC monthly meeting.
- Elect one or two ELAC parents to participate in the Dual Immersion Parent Committee.

Measures:

- DELAC Agendas
- ELAC Agendas
- Sign-Ins
- CABE Agendas/registration
- Parent Survey (on topics)
- Dual Immersion Committee Agendas

People Assigned:

- ELAC Advisor (ELD teacher)
- Principal
- ELAC Parents
- Dual Immersion Committee Parents

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
700.00	Title I CABE Regional Conference Registration - 2 Parents
300.00	Discretionary Child Care for Parent Meetings

Strategy/Activity 5

Students to be Served by this Strategy/Activity

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

Engage all Parents in Student Achievement

Strategy/Activity

Strategy Title: Engage all Parents in Student Achievement

Task:

- Provide the opportunity for parents to participate in 2022-23 Family Nights.
- The STEM Family Night is an opportunity to provide valuable information regarding expectations, grade level standards, and ideas on how parents can help their students with their school work, and on Science Technology Engineering & Mathematics (STEM). Some of the events, committees/organizations are PTA, ELAC meetings, Activity Day, Parent Trainings, Coffee with the Principal, Monthly Awards, Field Trips, AR Incentives, Movie Night, Winter Program, Band Concerts, Back-to-School Night, Open House, Family Nights and etc.
- Childcare will be provided to the parents who attend parent meetings and will be site funded when meetings are in person.
- ELAC parents will have the opportunity to attend CABE regional and/or state conferences and report back to other parents at ELAC/DELAC meetings.
- Teachers/staff will be given the opportunity to attend CABE regional or state conferences.
- Parents will receive materials/resources to assist students in schoolwork and homework.
- Parents will receive guidance on A-G requirements and college awareness information at a meeting or event provided by the school counselor.
- Child Care will be provided for the parent meetings/trainings when they are in person.
- Foster a School Culture of High Achievement
- Provide informational and welcoming days for DIP students and parents

Measures:

- Agendas of Parent Academic Nights
- Sign-In Sheets
- Parent Feedback Forms
- CABE Conference Agendas
- PTA/ELAC
- Parent DIP Committee

People Assigned:

- Principal
- Teachers/Staff
- Counselor
- Parents
- Guest Presenters
- Community
- County Library
- Middle School Admin

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1300.00

Source(s)

Title I

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Goal Area: LCAP Priority 5 - Pupil Engagement

LEA/LCAP Goal

Goal Title: Priority 5: Student Engagement

State Priorities:

5- Pupil Engagement

Goal 4

Bates Elementary will maintain an engaging, well-attended, and college and career-minded environment for students. Students will have opportunities to serve as student leaders, learn about and plan for college and careers, and participate in arts-related activities.

Identified Need

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

- Student attendance data from Aeries Student Data Management System.
- Student feedback to live performances.
- Student participation in Band.
- Students' participation in the Leadership Academies
- Students will participate in the perfect attendance assemblies/incentives.
- Student in grades TK-6 participation in the Honor Roll Assemblies - Quarterly

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

- Attendance Data on regular basis (monthly).
- Perfect Attendance Incentives - Quarterly
- Student participation in Student Council.
- Attendance to the monthly Leadership Academies after school
- Students earning "Honor Roll" - Quarterly

Strategy:

- Through the use of positive reinforcements, students and families desire to come to school more frequently.
- Trophies/extra recess issued to class with the best attendance in the previous month.
- Establish communication with students who have chronic absenteeism or tardies to create a plan to improve overall attendance.
- Students with perfect attendance will participate in the quarterly perfect attendance assemblies and earn incentives.
- Students with perfect attendance at the end of the school year will receive a perfect attendance medal.

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

- Student attendance for the 2020-2021 school year was between 92.86% which is slightly lower than the desired goal of 97.5%.
- Student feedback on how they enjoy working as student leaders in Student Council.
- Student Council members have provided positive feedback after each monthly Leadership Academy.
- Students thoroughly enjoyed each live performance, tour, and presentation.
- Students in grades 4-6 like the option of participation in band.
- Students in grades TK-6 will participate in the honor roll assemblies.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Schoolwide

Strategy/Activity

Strategy Title: Positive Student Participation/Engagement

Strategy/Activity:

Task:

- Students will elect peers to be the school leaders in grades 5-6 for Student Council positions.
- Student Council will provide a positive environment by planning events, such as Spirit Week, and making signs and announcements encouraging positive actions and participation in school events.
- Student council members will attend monthly leadership academies to learn or improve students' leadership skills.
- Each classroom teacher will select at least one Student of the Month recognizing a positive quality.
- Student recognition assembly will occur at the end of each month.
- Students in grades 4-6 will have access to Intramural sports (i.e. football, basketball, volleyball, and soccer), through the After-School Program (Depending on the availability of buses and drivers).

Measures:

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

People Assigned:

- Principal
- Student Council Advisor(s)

- Teachers/Staff
- PTA Parents
- Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

200.00

Lottery: Unrestricted

Student Council Materials/Expenses

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Schoolwide

Strategy/Activity

Strategy Title: Promoting College and Career Readiness

Strategy/Activity:

Task:

- Prepare students in grades TK-6 to understand what college is and prepare for college readiness by engaging in class discussions throughout the year and in the culminating College Week in May.
- Address socio-cultural awareness through classroom presentations, parent presentations, and college visitations.
- Prepare students in grades TK-6 to participate in College Week activities, which include Delta High Seniors Presentation, "Touch a College" presentation, grades 4-6 field trip to UC Davis or Sacramento State University, etc.

Measures:

- Parent Sign-in sheets for the College and Career presentations
- Students will pledge to go to college or pursue a career during college and career week
- Student attendance/participation during college and career week
- College presenters will be invited to bring college information to parent meetings

People Assigned:

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

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Lottery: Unrestricted College and Career Ready and/or Transportation
2450.00	Discretionary

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

Schoolwide

Strategy/Activity

Strategy Title: Visual and Performing Arts Opportunities

Strategy/Activity:

Task:

- School will schedule live performances for Winter and Spring Performances.
- School will allow opportunities for students to write and submit their own plays or skits.
- Students in grades 2-6 will be allowed opportunities to play in the school band.
- School band will plan and perform a Band Concert during the school year.
- School will purchase/borrow needed Band instruments.

Measures:

- Performance dates for live performances School Tour
- Inventory of Band instruments
- Band Practice schedules
- Band Concert dates
- Play Performance date

People Assigned:

- Principal
- Band Teacher
- Teachers/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
466.00	Lottery: Unrestricted Live Performances School Tours (Winter and Spring)
500.00	Lottery: Unrestricted Repair/Refurbish Band Instruments & Supplies
214.00	Lottery: Unrestricted Play /Test Materials/Supplies/Assembly

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Goal Area: LCAP Priority 6-School Climate

LEA/LCAP Goal

Goal Title: Priority 6: Bates School Climate

Goal 5

Goal Statement:

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

Identified Need

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

- Suspension/Expulsion rates - The suspension rate for Bates (total # of days of suspension/total number of students) was about 12% for the 2014-2015 school year, 9% for 2015-2016, 6% for the 2016-2017 and less than 5% for 2017-2018. In 2018-2019, there were two students who were suspended for a total of three total days.
- Discipline Referrals - the number of referrals has been very limited due to school closures. Students who were referred to the principal during school closure were contacted by the principal via phone, emails, and/or home visits.

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

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

Strategy:

- Continue with the school-wide reinforcements.
- Continue with support services with the school counselor (Individual and group sessions).
- Provide appropriate supervision during recess/lunch times.

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

- Discipline Referrals have decreased with the increase in counseling services from school counselors, district social workers, Rio Vista Care, and/or an Intern school counselor from Sacramento State University.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Schoolwide

Strategy/Activity

Strategy Title: Positive Actions

Strategy/Activity:

Task:

- Teachers will teach lessons from the district-adopted curriculum, such as Positive Action and Second Step to help students understand their thought process in making decisions and how to make good decisions or positive actions.
- Bates will have at least one (1) assembly during the year that promotes good decision-making, positive actions, anti-bullying, and self-care.
- Teachers will teach and revisit with students the difference between "Bullying and Conflict".
- Bates will have Student Recognition at the completion of each month.
- During the monthly assemblies students will continue to be recognized for demonstrating positive character traits at school and will receive recognition in the form of prizes.
- Students will be celebrated for attendance and for making the Honor Roll.
- Teachers and parents will also be recognized.
- Continue with schoolwide implementation of sections of PBIS.

Measures:

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

People Assigned:

- Principal
- Teachers/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

500.00

Lottery: Unrestricted

Rewards/Recognitions/Prizes

400.00

Lottery: Unrestricted

Attendance/Honor Toll/ Positive Incentives

1800.00

Discretionary

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Schoolwide

Strategy/Activity

Strategy Title: Positive Student Behavior

Strategy/Activity:

Task:

In collaboration with administrator, counselor, and social worker,

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

Measures:

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

People Assigned:

- Teachers/Staff
- School Counselor
- Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

Schoolwide

Strategy/Activity

Strategy Title: School Safety

Strategy/Activity:

Task:

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

Measures:

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

People Assigned:

- Principal
- Teacher/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1000.00

Source(s)

Lottery: Unrestricted

Catapult EMS

4783.00

Site Supplemental & Concentration

Yard Duty Supervision - Student Safety

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Goal Area: LCAP Priority 8- Other Pupil Outcomes

LEA/LCAP Goal

Goal Title: Priority 8: Other Pupil Outcomes

State Priorities:

8 - Other Pupil Outcomes

Goal 6

Goal Statement:

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

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

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

* MAP Growth uses the RIT (Rasch Unit) scale to help you measure and compare academic growth. Specifically, the scale measures levels in academic difficulty. The RIT scale extends equally across all grades, making it possible to compare a student's score at various points throughout his or her education.

Identified Need

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

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

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

- Teacher, support staff and administrators ongoing collaboration meetings to review data.
- Academic Conferences to discuss student progress and test results.

Strategy:

Staff and students will monitor student learning and standards mastery through the use of

assessment data as a means to drive and differentiate instruction in the classroom.

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

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

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Schoolwide

Strategy/Activity

Strategy Title: Necessary Assessments

Strategy/Activity:

Task:

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

Measures:

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

People Assigned:

- Teachers/Staff
- Principal
- District Office

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Schoolwide

Strategy/Activity

Strategy Title: Regular Student Assessments

Strategy/Activity:

Task:

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

Measures:

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

People Assigned:

- Teachers/Staff
- Principal
- TOSA

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Goal Area: LCAP Priority 8 - Increase Student Enrollment

LEA/LCAP Goal

Goal Title: Priority 8: Other Pupil Outcomes

State Priorities:

8 - Other Pupil Outcomes

Goal 7

Goal Statement:

Bates Elementary will continue:

- with the Dual Immersion Program with Spanish as the target language using the 50/50 model to increase student enrollment.
- to work with the District Office to implement a Transitional Kinder program to help increase student enrollment.

Identified Need

Increase Student Enrollment

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

- * Student enrollment has dropped over the last fifteen years.
- * ELAC Parent feedback.
- * District feedback on creating programs that attract new students.
- * Feedback from Town Hall meetings from 2021-2022.

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

- * Student enrollment reports from Aeries.
- * Number of students enrolled in the Spanish Dual Language Immersion Program and Transitional Kindergarten.

Strategy:

- * Continue to expand both the Spanish Dual Language Immersion Program and the Transitional Kindergarten.
- * Collaboration with First Five and the new parent resource center on site.
- * Advertise the Dual Immersion Program regionally

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Incoming Students in Kindergarten and/or Transitional Kinder

Strategy/Activity

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

- Student enrollment data and projections based on our current program.
- Parent, community, and staff feedback.
- Feedback from the Town Hall Meetings from 2021-2022.

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

- Student enrollment data
- Registration
- Parent, community, and staff feedback.
- Dual Immersion Program Parent Committee / ELAC Parent Committee

Strategy:

- Principal, parents, and community will continue to collaborate on the development and implementation of the Dual Immersion Program.
- Continue with the Dual Immersion/ELAC meetings to continue with the ideas on recruiting students. The task force team has representatives from the following: parents, staff, Beyond the Bell, community, and principal.
- Continue collaborating through the ELAC and SSC to provide feedback to the principal and staff in the development and implementation of the DLI program.
- Collaborate with Educational Services to continue Transitional Kinder this upcoming school year.
- Collaborate with Educational Services to purchase and implement the necessary Spanish curriculum and assessments for the expanded Dual Immersion Program.
- Staff and parents in the Dual Immersion Program will participate in Dual Immersion Conferences to learn and implement new ideas.
- Parents and staff circulate information on the DLI Program in the towns within our school zone.
- CABE Conferences or similar professional Development to help support multiple goals on this plan.

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

Parents want to expand and grow the DLI program to be a model school in the region.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1200.00

Source(s)

Discretionary

Spanish Dual Language Immersion Program Support

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Learning Loss

LEA/LCAP Goal

LCAP Goal

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

Goal 8

Bates students will be actively engaged in analyzing their MAP data and establish goals with the support of their teachers.

Identified Need

Loss of instruction due to COVID-19 school closures.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Schoolwide

Strategy/Activity

Strategy Title: Making Gains in Instruction

Strategy/Activity:

Task:

- Students will take the MAP assessments per district calendar (Fall, Winter, and Spring)
- Teachers will use the MAP assessment data to help students establish academic goals in Reading, Language, and Math.
- Each student will have a data chat sheet that will be a measurement tool to keep track of their goals, progress, and celebrations.
- Bates will have regular celebrations to encourage student academic improvement.

Measures:

- Student MAP scores from Spring 2021-2022 will be used in the Fall of 2022-2023 to establish goal progress.
- Student STAR Reading, STAR Reading in Spanish, STAR Early Lit, and STAR Early Lit in Spanish scores will be used to monitor student growth.

- Student Chat goal settings and celebrations will be communicated with parents, staff, and administration.

People Assigned:

- Teachers/Staff
- ELD/RTI Teacher
- Principal
- Counselor
- TOSA
- CA Mini-Corp for Migrant Ed students
- Migrant Ed Aide

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1000.00	Title I Academic Progress Celebrations - Supplies and Incentives

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Extended ELA and Math time

Strategy/Activity

Strategy Title: Schoolwide Learning Loss

Strategy/Activity:

Task:

- Additional time for Math and ELA will be added to the class schedule for intervention.
- Teachers will use vertical curricular and cross-grade collaboration to implement intervention to students based on level proficiency.
- Every month, teachers will select a standard focus to teach and re-teach until students become proficient.
- Collaborate with the Beyond the Bell staff to ensure the selected monthly standard is reinforced.
- Continue strengthening partnership with the Sacramento County Library (Courtland Branch) to reinforce the monthly selected standard.

Measures:

- Student MAP scores from Spring 2022 will be used in the Fall of 2022-2023 to establish goal progress.

- Student STAR Reading, STAR Reading in Spanish, STAR Early Lit, and STAR Early Lit in Spanish scores will be used to monitor student growth.
- Curriculum assessment tools.
- Student Chat goal settings and celebrations will be communicated with parents, staff, and administration.

People Assigned:

- Teachers/Staff
- ELD/RTI Teacher
- Principal
- Counselor
- TOSA
- Beyond the Bell Staff
- Library staff
- CA Mini-Corp for Migrant Ed students
- Migrant Ed Aide

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$0
Total Federal Funds Provided to the School from the LEA for CSI	\$0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$71,496.00

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$47,134.00

Subtotal of additional federal funds included for this school: **\$47,134.00**

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
Discretionary	\$12,149.00
Lottery: Unrestricted	\$5,180.00
Site Supplemental & Concentration	\$7,033.00

Subtotal of state or local funds included for this school: **\$24,362.00**

Total of federal, state, and/or local funds for this school: **\$71,496.00**

Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
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Expenditures by Funding Source

Funding Source	Amount
Discretionary	12,149.00
Lottery: Unrestricted	5,180.00
Site Supplemental & Concentration	7,033.00
Title I	47,134.00

Expenditures by Budget Reference

Budget Reference	Amount
	600.00

Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
	Discretionary	11,549.00
	Discretionary	600.00
	Lottery: Unrestricted	5,180.00
	Site Supplemental & Concentration	7,033.00
	Title I	47,134.00

Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	2,199.00

Goal 2	47,384.00
Goal 3	6,900.00
Goal 4	4,330.00
Goal 5	8,483.00
Goal 7	1,200.00
Goal 8	1,000.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

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

Name of Members	Role
MJ Kiwan Gomez	Principal
Lisa Mitchell	Classroom Teacher
Ruth Crisantos	Parent or Community Member
Nancy Fuentes	Classroom Teacher
Maria Guadalupe Pineda	Parent or Community Member
Cheryl Cavanagh	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

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

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature

Committee or Advisory Group Name

English Learner Advisory Committee

Other:

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on April 8, 2022.

Attested:



Principal, MJ Kiwan Gomez on 9-27-22

SSC Chairperson, Ruth Crisantos on 9-27-22

Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.

[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at LCFF@cde.ca.gov.

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at TITLEI@cde.ca.gov.

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

Purpose

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

Description

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

Stakeholder Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

[This section meets the requirements for TSI and ATSI.]

[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]

Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]

Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the “Goal #” for ease of reference.

[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]

Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

[Completing this section fully addresses all relevant federal planning requirements]

Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school’s identification.]

[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school’s identification.]

Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the “Strategy/Activity #” for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency’s budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]

[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]

Students to be Served by this Strategy/Activity

Indicate in this box which students will benefit from the strategies/activities by indicating “All Students” or listing one or more specific student group(s) to be served.

[This section meets the requirements for CSI.]

[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]

Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA’s budgeting, its LCAP, and school-level budgeting, if applicable.

[This section meets the requirements for CSI, TSI, and ATSI.]

[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]

Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.

Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Appendix A: Plan Requirements

Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
 - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
 1. The comprehensive needs assessment of the entire school shall:
 - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
 - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
 - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
 - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
 - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
 - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
 - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
 - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

Requirements for the Plan

- II. The SPSA shall include the following:
 - A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
 - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
 - b. use methods and instructional strategies that:
 - i. strengthen the academic program in the school,
 - ii. increase the amount and quality of learning time, and
 - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
 - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
 - i. strategies to improve students' skills outside the academic subject areas;
 - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
 - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
 - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
 - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
 2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
 3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
 - 1. Ensure that those students' difficulties are identified on a timely basis; and
 - 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

Appendix B:

Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

Additional Targeted Support and Improvement

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

Single School Districts and Charter Schools Identified for School Improvement

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

Appendix C: Select State and Federal Programs

For a list of active programs, please see the following links:

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

School Year: **2022-23**



School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Walnut Grove Elementary School	34674136033708	4/20/22	6/14/22

Purpose and Description

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

Schoolwide Program
The purpose of this plan is a Schoolwide Program.

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

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Stakeholder Involvement

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

Involvement Process for the SPSA and Annual Review and Update

Annually our school develops a Single Plan for Student Achievement (SPSA), taking into account feedback from all stakeholders, needs assessments, district LCAP goals, and assessment data, including SBAC scores and the California School Dashboard Indicators. This plan is presented to the local school board annually to seek their approval of the annual plan. Principals, the superintendent, and Educational Services all work together to be sure that each SPSA is aligned with the district LCAP goals and includes school improvement strategies in areas of need.

School and Student Performance Data

Student Enrollment Enrollment By Student Group

Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	18-19	19-20	20-21
Kindergarten	26	36	19
Grade 1	26	18	31
Grade 2	30	22	19
Grade3	24	29	20
Grade 4	23	25	28
Grade 5	18	26	26
Grade 6	22	18	27
Total Enrollment	169	174	170

Conclusions based on this data:

1. Enrollment at Walnut Grove School has been increasing over the last three years.
2. Be aware that Kinder numbers also include TK numbers.

School and Student Performance Data

Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	18-19	19-20	20-21	18-19	19-20	20-21
English Learners	76	71	76	45.0%	40.8%	44.7%
Fluent English Proficient (FEP)	37	43	38	21.9%	24.7%	22.4%
Reclassified Fluent English Proficient (RFEP)	19	15	2	20.2%	19.7%	2.8%

Conclusions based on this data:

1. The number of students being reclassified since the state began requiring a 4 on the ELPAC is significantly reduced.

School and Student Performance Data

CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	24	24	22	24	24	0	24	24	0	100	100	0.0
Grade 4	18	25	27	18	25	0	18	25	0	100	100	0.0
Grade 5	23	21	28	22	21	0	22	21	0	95.7	100	0.0
Grade 6	17	24	27	17	22	0	17	22	0	100	91.7	0.0
All Grades	82	94	104	81	92	0	81	92	0	98.8	97.9	0.0

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

2019-20 Data:

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

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	2435.	2432.		20.83	20.83		29.17	29.17		29.17	25.00		20.83	25.00	
Grade 4	2474.	2494.		16.67	32.00		38.89	32.00		22.22	8.00		22.22	28.00	
Grade 5	2474.	2499.		9.09	9.52		31.82	42.86		27.27	38.10		31.82	9.52	
Grade 6	2534.	2547.		11.76	18.18		47.06	45.45		17.65	18.18		23.53	18.18	
All Grades	N/A	N/A	N/A	14.81	20.65		35.80	36.96		24.69	21.74		24.69	20.65	

2019-20 Data:

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

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	20.83	20.83		41.67	54.17		37.50	25.00	
Grade 4	11.11	28.00		55.56	48.00		33.33	24.00	
Grade 5	13.64	14.29		59.09	71.43		27.27	14.29	
Grade 6	11.76	13.64		70.59	59.09		17.65	27.27	
All Grades	14.81	19.57		55.56	57.61		29.63	22.83	

2019-20 Data:

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

Writing									
Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	29.17	33.33		54.17	45.83		16.67	20.83	
Grade 4	22.22	20.00		61.11	56.00		16.67	24.00	
Grade 5	9.09	23.81		45.45	52.38		45.45	23.81	
Grade 6	23.53	31.82		52.94	63.64		23.53	4.55	
All Grades	20.99	27.17		53.09	54.35		25.93	18.48	

2019-20 Data:

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

Listening									
Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	8.33	8.33		83.33	75.00		8.33	16.67	
Grade 4	0.00	28.00		88.89	64.00		11.11	8.00	
Grade 5	13.64	0.00		50.00	80.95		36.36	19.05	
Grade 6	17.65	13.64		70.59	72.73		11.76	13.64	
All Grades	9.88	13.04		72.84	72.83		17.28	14.13	

2019-20 Data:

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

Research/Inquiry									
Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	29.17	25.00		50.00	58.33		20.83	16.67	
Grade 4	33.33	32.00		50.00	64.00		16.67	4.00	
Grade 5	13.64	19.05		63.64	61.90		22.73	19.05	
Grade 6	41.18	45.45		41.18	45.45		17.65	9.09	
All Grades	28.40	30.43		51.85	57.61		19.75	11.96	

2019-20 Data:

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

Conclusions based on this data:

1. See notes in Goal #4.

School and Student Performance Data

CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	24	24	22	23	23	0	23	23	0	95.8	95.8	0.0
Grade 4	18	25	27	18	25	0	18	25	0	100	100	0.0
Grade 5	23	21	28	23	21	0	23	21	0	100	100	0.0
Grade 6	17	24	27	17	23	0	17	23	0	100	95.8	0.0
All Grades	82	94	104	81	92	0	81	92	0	98.8	97.9	0.0

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

2019-20 Data:

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

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	2449.	2419.		17.39	8.70		52.17	34.78		17.39	21.74		13.04	34.78	
Grade 4	2455.	2505.		0.00	28.00		27.78	40.00		61.11	28.00		11.11	4.00	
Grade 5	2459.	2504.		8.70	4.76		4.35	42.86		52.17	28.57		34.78	23.81	
Grade 6	2516.	2557.		11.76	26.09		17.65	30.43		52.94	34.78		17.65	8.70	
All Grades	N/A	N/A	N/A	9.88	17.39		25.93	36.96		44.44	28.26		19.75	17.39	

2019-20 Data:

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

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	39.13	21.74		43.48	34.78		17.39	43.48	
Grade 4	5.56	44.00		61.11	44.00		33.33	12.00	
Grade 5	13.04	28.57		34.78	38.10		52.17	33.33	
Grade 6	5.88	39.13		58.82	26.09		35.29	34.78	
All Grades	17.28	33.70		48.15	35.87		34.57	30.43	

2019-20 Data:

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

Problem Solving & Modeling/Data Analysis									
Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	30.43	21.74		43.48	43.48		26.09	34.78	
Grade 4	5.56	20.00		50.00	60.00		44.44	20.00	
Grade 5	8.70	4.76		52.17	66.67		39.13	28.57	
Grade 6	11.76	30.43		52.94	56.52		35.29	13.04	
All Grades	14.81	19.57		49.38	56.52		35.80	23.91	

2019-20 Data:

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

Communicating Reasoning									
Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	30.43	21.74		60.87	56.52		8.70	21.74	
Grade 4	5.56	48.00		61.11	36.00		33.33	16.00	
Grade 5	8.70	4.76		52.17	61.90		39.13	33.33	
Grade 6	5.88	26.09		64.71	56.52		29.41	17.39	
All Grades	13.58	26.09		59.26	52.17		27.16	21.74	

2019-20 Data:

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

Conclusions based on this data:

1. See Notes in Goal #4.

School and Student Performance Data

ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	1434.8	1390.0	1408.6	1432.9	1404.7	1418.8	1439.2	1355.2	1384.7	17	14	12
1	1479.7	*	1436.4	1478.5	*	1451.7	1480.2	*	1420.2	22	8	17
2	1493.1	*	*	1492.2	*	*	1493.1	*	*	17	9	10
3	1505.2	1490.2	*	1503.2	1479.6	*	1506.5	1500.2	*	11	13	7
4	*	*	*	*	*	*	*	*	*	*	10	7
5	*	*	*	*	*	*	*	*	*	*	4	10
6	*	*	*	*	*	*	*	*	*	*	7	10
All Grades										83	65	73

2019-20 Data:

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

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	0.00	16.67	*	28.57	33.33	*	50.00	25.00	*	21.43	25.00	17	14	12
1	68.18	*	0.00	*	*	29.41	*	*	41.18		*	29.41	22	*	17
2	*	*	*	*	*	*		*	*	*	*	*	17	*	*
3		7.69	*	*	46.15	*	*	38.46	*		7.69	*	11	13	*
4	*	*	*	*	*	*		*	*		*	*	*	*	*
5	*	*	*	*	*	*		*	*		*	*	*	*	*
6	*	*	*	*	*	*		*	*		*	*	*	*	*
All Grades	42.17	6.15	9.59	43.37	43.08	41.10	*	40.00	34.25	*	10.77	15.07	83	65	73

2019-20 Data:

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

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	7.14	8.33	*	28.57	41.67	*	42.86	16.67	*	21.43	33.33	17	14	12
1	81.82	*	23.53	*	*	35.29		*	17.65		*	23.53	22	*	17
2	70.59	*	*	*	*	*		*	*	*	*	*	17	*	*
3	*	7.69	*	*	69.23	*		15.38	*		7.69	*	11	13	*
4	*	*	*	*	*	*		*	*		*	*	*	*	*
5	*	*	*	*	*	*		*	*		*	*	*	*	*
6	*	*	*	*	*	*		*	*		*	*	*	*	*
All Grades	62.65	12.31	28.77	27.71	53.85	47.95	*	24.62	12.33	*	9.23	10.96	83	65	73

2019-20 Data:

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

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	0.00	8.33	*	0.00	25.00	*	78.57	50.00	*	21.43	16.67	17	14	12
1	59.09	*	0.00	*	*	17.65	*	*	41.18	*	*	41.18	22	*	17
2	*	*	*	*	*	*	*	*	*	*	*	*	17	*	*
3		7.69	*	*	23.08	*	*	69.23	*	*	0.00	*	11	13	*
4		*	*	*	*	*	*	*	*		*	*	*	*	*
5	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
6		*	*	*	*	*	*	*	*		*	*	*	*	*
All Grades	31.33	4.62	2.74	32.53	30.77	26.03	27.71	50.77	42.47	*	13.85	28.77	83	65	73

2019-20 Data:

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

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	14.29	8.33	*	64.29	66.67	*	21.43	25.00	17	14	12
1	86.36	*	29.41	*	*	64.71		*	5.88	22	*	17
2	64.71	*	*	*	*	*	*	*	*	17	*	*
3	*	7.69	*	*	61.54	*		30.77	*	11	13	*
4	*	*	*	*	*	*		*	*	*	*	*
5	*	*	*	*	*	*		*	*	*	*	*
6	*	*	*	*	*	*	*	*	*	*	*	*
All Grades	53.01	18.46	19.18	42.17	64.62	68.49	*	16.92	12.33	83	65	73

2019-20 Data:

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

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	7.14	16.67	64.71	71.43	50.00	*	21.43	33.33	17	14	12
1	68.18	*	17.65	*	*	52.94		*	29.41	22	*	17
2	88.24	*	*	*	*	*	*	*	*	17	*	*
3	*	23.08	*	*	69.23	*		7.69	*	11	13	*
4	*	*	*	*	*	*		*	*	*	*	*
5	*	*	*	*	*	*		*	*	*	*	*
6	*	*	*	*	*	*	*	*	*	*	*	*
All Grades	65.06	18.46	43.84	31.33	72.31	43.84	*	9.23	12.33	83	65	73

2019-20 Data:

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

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	0.00	0.00	*	78.57	83.33	*	21.43	16.67	17	14	12
1	54.55	*	0.00	*	*	47.06	*	*	52.94	22	*	17
2	*	*	*	*	*	*	*	*	*	17	*	*
3		7.69	*	*	76.92	*	*	15.38	*	11	13	*
4		*	*	*	*	*		*	*	*	*	*
5	*	*	*	*	*	*	*	*	*	*	*	*
6		*	*	*	*	*	*	*	*	*	*	*
All Grades	30.12	9.23	2.74	51.81	64.62	60.27	18.07	26.15	36.99	83	65	73

2019-20 Data:

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

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	*	21.43	33.33	*	50.00	33.33	*	28.57	33.33	17	14	12
1	54.55	*	0.00	*	*	64.71		*	35.29	22	*	17
2	*	*	*	76.47	*	*		*	*	17	*	*
3	*	7.69	*	*	92.31	*		0.00	*	11	13	*
4	*	*	*	*	*	*		*	*	*	*	*
5	*	*	*	*	*	*		*	*	*	*	*
6	*	*	*	*	*	*		*	*	*	*	*
All Grades	44.58	10.77	9.59	54.22	80.00	67.12	*	9.23	23.29	83	65	73

2019-20 Data:

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

Conclusions based on this data:

- 1.

School and Student Performance Data

Student Population

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

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

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

2020-21 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
170	84.7	44.7	
This is the total number of students enrolled.	This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	This is the percent of students whose well-being is the responsibility of a court.

2019-20 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	76	44.7
Foster Youth		
Homeless	16	9.4
Socioeconomically Disadvantaged	144	84.7
Students with Disabilities	17	10.0

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	6	3.5
American Indian or Alaska Native		
Asian		
Filipino	4	2.4
Hispanic	140	82.4
Two or More Races	2	1.2
Native Hawaiian or Pacific Islander		
White	16	9.4

Conclusions based on this data:

1. A significant number of students are identified under homeless.

School and Student Performance Data

Overall Performance

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

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

2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<p data-bbox="186 699 479 730">English Language Arts</p>  <p data-bbox="305 781 360 808">Blue</p>	<p data-bbox="673 699 950 730">Chronic Absenteeism</p>  <p data-bbox="766 781 854 808">Orange</p>	<p data-bbox="1177 699 1396 730">Suspension Rate</p>  <p data-bbox="1263 781 1318 808">Blue</p>
<p data-bbox="251 898 414 930">Mathematics</p>  <p data-bbox="295 980 376 1008">Green</p>		

Conclusions based on this data:

1. Chronic Absenteeism needs to be addressed in the SPSA Goals.
2. Knowing the 2021-22 suspension rates, we know that this will be in the red on the dashboard next year, so we are including a goal now to reduce suspensions.

School and Student Performance Data

Academic Performance English Language Arts

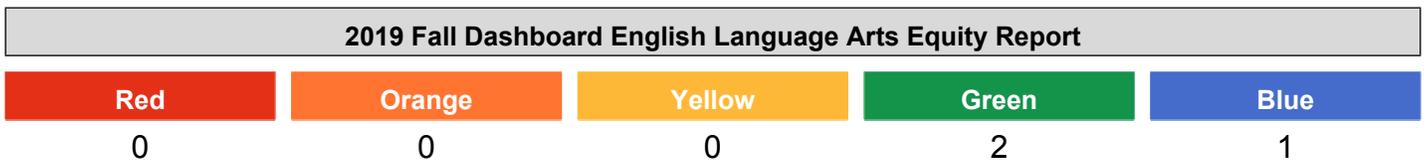
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To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group		
<p>All Students</p> Blue 10.2 points above standard Increased Significantly ++17 points 86	<p>English Learners</p> Green 4.1 points above standard Increased ++14.3 points 65	<p>Foster Youth</p> No Performance Color 0 Students
<p>Homeless</p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 9	<p>Socioeconomically Disadvantaged</p> Green 6.3 points above standard Increased Significantly ++22.9 points 77	<p>Students with Disabilities</p> No Performance Color 22.3 points below standard Increased Significantly ++24.6 points 12

2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3	 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2
Hispanic	Two or More Races	Pacific Islander	White
 Blue 12.5 points above standard Increased Significantly ++21.7 points 74	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 No Performance Color 0 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
47.4 points below standard Increased Significantly ++25.2 points 32	54.1 points above standard Increased ++8.2 points 33	29 points above standard Increased Significantly ++25 points 20

Conclusions based on this data:

1. All groups made adequate progress in the 2019 ELA Dashboard.
2. Reclassified students are performing higher in ELA than ELs or EOs.

School and Student Performance Data

Academic Performance Mathematics

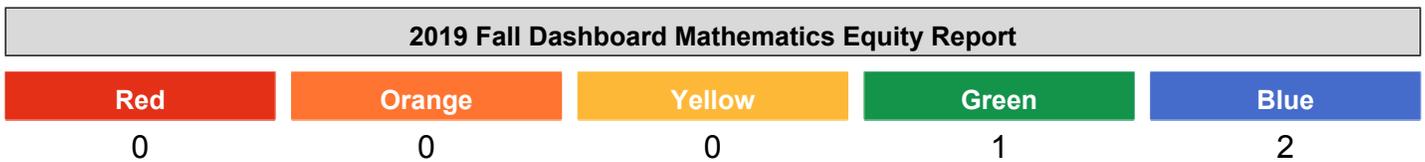
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To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group		
<p>All Students</p> <p>Green</p> <p>1.4 points below standard</p> <p>Increased Significantly ++26.8 points 85</p>	<p>English Learners</p> <p>Blue</p> <p>0.8 points above standard</p> <p>Increased Significantly ++24.4 points 65</p>	<p>Foster Youth</p>
<p>Homeless</p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>9</p>	<p>Socioeconomically Disadvantaged</p> <p>Green</p> <p>6.5 points below standard</p> <p>Increased Significantly ++27.4 points 76</p>	<p>Students with Disabilities</p> <p>No Performance Color</p> <p>0.9 points below standard</p> <p>Increased Significantly ++75 points 12</p>

2019 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3			 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2
Hispanic	Two or More Races	Pacific Islander	White
 Blue 1.9 points above standard Increased Significantly ++20.2 points 73	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2		 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
42.2 points below standard	42.5 points above standard	12.2 points below standard
Increased Significantly ++26.1 points 32	Increased Significantly ++25.0 points 33	Increased Significantly ++27.6 points 19

Conclusions based on this data:

1. Reclassified students are performing higher in math than ELs or EOs.

School and Student Performance Data

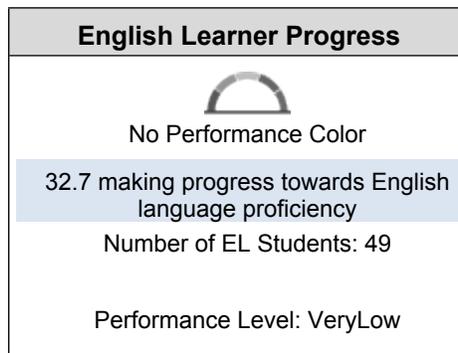
Academic Performance English Learner Progress

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

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

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

2019 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

2019 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
28.5	38.7		32.6

Conclusions based on this data:

1. See Notes in Goal #4.

School and Student Performance Data

Academic Engagement Chronic Absenteeism

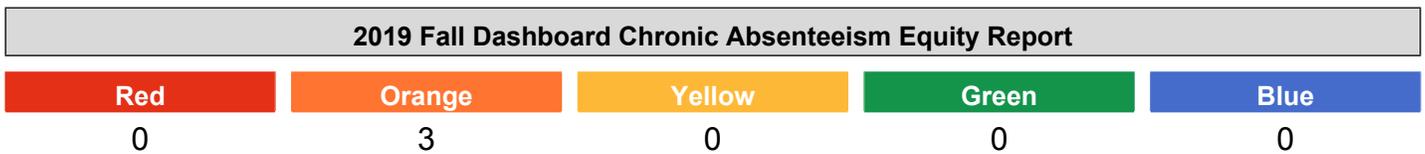
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To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2019 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
<p>All Students</p>  Orange 10.2 Increased +1.5 187	<p>English Learners</p>  Orange 10 Increased +4.7 90	<p>Foster Youth</p>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0
<p>Homeless</p>  No Performance Color 10 Increased +2.9 20	<p>Socioeconomically Disadvantaged</p>  Orange 10.6 Increased +1.2 160	<p>Students with Disabilities</p>  No Performance Color 11.1 Maintained -0.4 27

2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color 9.1 11	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 6
Hispanic	Two or More Races	Pacific Islander	White
 Orange 10.3 Increased +2.4 146	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color 10.5 Declined -6.1 19

Conclusions based on this data:

1. The Chronic Absentee rate increased in all sub groups.

School and Student Performance Data

Conditions & Climate Suspension Rate

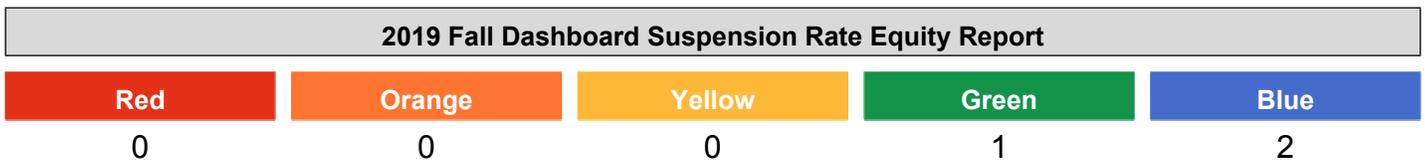
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group		
<p>All Students</p>  <p>Blue</p> <p>0.5</p> <p>Declined -0.6</p> <p>195</p>	<p>English Learners</p>  <p>Blue</p> <p>0</p> <p>Declined -1.1</p> <p>91</p>	<p>Foster Youth</p>
<p>Homeless</p>  <p>No Performance Color</p> <p>0</p> <p>Maintained 0</p> <p>21</p>	<p>Socioeconomically Disadvantaged</p>  <p>Green</p> <p>0.6</p> <p>Declined -0.7</p> <p>167</p>	<p>Students with Disabilities</p>  <p>No Performance Color</p> <p>3.6</p> <p>Increased +3.6</p> <p>28</p>

2019 Fall Dashboard Suspension Rate by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color 9.1 11			 No Performance Color Less than 11 Students - Data 6
Hispanic	Two or More Races	Pacific Islander	White
 Blue 0 Declined -0.7 151	 No Performance Color Less than 11 Students - Data 6		 No Performance Color 0 Maintained 0 21

This section provides a view of the percentage of students who were suspended.

2019 Fall Dashboard Suspension Rate by Year

2017	2018	2019
	1.1	0.5

Conclusions based on this data:

- 1.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LCAP Priority 1 - Basic Services

LEA/LCAP Goal

Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction (RDUSD LCAP Goal #3)

Goal 1

For the 2022-23 school year, Walnut Grove Elementary School will continue to provide an environment where all teachers are highly qualified, the school facility is safe and in good repair, and all the basic curricular needs (textbooks, desks, etc.) for students are met as evidenced by observation, HR reports, Safety team walk-throughs, teacher reports, and M/O reports.

Identified Need

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

Previous SARC information

Safety Committee Walk Through

William's Visit Walk Through

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

Prior to the start of school, teacher/admin conducts an inventory and orders needed curriculum.

Maintenance of school facility is completed by custodian and district M/O staff using the work order system. (Monitor "School Dude" tickets for completion)

Regular Safety Walk Throughs occur with custodian, admin, Safety Committee to identify any areas of need.

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

These are the basic services that we are required to provide for our students each year.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Maintain Facility Needs/Safety

Task:

1. As facility needs arise, teachers/staff will inform the custodian and/or principal.
2. The principal will make a work order for the Maintenance and Operations department, using the "School Dude" web based program. E-mail of ticket to be forwarded to person who made the request.
3. The principal will keep a record of needed improvements that are requested.
4. Custodians will inform principal of regular facility maintenance needed.
5. Perform quarterly Walk Throughs with Safety Committee to look at Facility Needs/Concerns
6. Monthly fire drills, an earthquake drill, and multiple Lock-down drills to be held during the year using Catapult EMS Emergency System.
7. Replace classroom furniture as needed.
8. Inventory safety supplies quarterly and replace as needed.

Measures:

E-mails to Maintenance and Operations
Work Orders Placed

People Assigned:

Teachers/Staff
Custodian
Principal
District Maintenance and Operations

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
3,000	Discretionary 4000-4999: Books And Supplies Replace Classroom Furniture as Needed
1500.00	Discretionary 4000-4999: Books And Supplies School Beautification/Repair
1500	Discretionary 4000-4999: Books And Supplies Safety Materials and Supplies (Air filters, walk-talkies, batteries, etc)
1200	Discretionary 4000-4999: Books And Supplies Drinking water for Nurse's office/staff room

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Provide for all Curricular Needs

Task:

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

Measures:

Teacher Communication
Communication with District Office

People Assigned:

Teachers/Staff
Principal
District Office

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LCAP Priority 2 - Implementation of State Standards Goal

LEA/LCAP Goal

Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12. (RDUSD LCAP Goal #2)

Goal 2

During the 2022-23 school year, Walnut Grove School will continue to provide an instructional program that supports full implementation of the Common Core State Standards (CCSS), Next Generation Science Standards (NGSS), and English Language Development Standards (ELD) in grades TK-6th, noted in teacher lesson plans, daily schedules, and report cards.

Identified Need

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

We have district provided Common Core and Next Generation Science Standards aligned curriculum in ELA, ELD, Math, Science, and Social Studies. The Next Generation Science Standards (NGSS) and social studies standards are also embedded in the ELA curriculum.

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

The principal will monitor the implementation of Common Core Standards, ELD Standards, and Instructional Strategies through Walk Throughs and observations, Instructional Rounds, feedback to teachers, staff collaboration days, and discussions with staff members.

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

The Common Core standards and English Development Standards are fully implemented at Walnut Grove School. The Next Generation Science Standards (NGSS) continues to be an area of needed focus for the Walnut Grove staff during the 2022-23 school year.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Provide Professional Development for Teaching Staff

Task:

1. Teachers will be provided ongoing professional development in Common Core ELA/ELD, math, and NGSS standards and adopted curriculum in these areas.

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

Measures:

Agendas/Resources from Common Core Professional Development
 Agendas/Resources from ELD Standards Alignment Trainings/Frameworks Trainings
 Classroom Walkthroughs/Observations
 Agendas/ Materials from other professional development

People Assigned:

Teachers/Staff
 Principal
 ELD Teacher

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Discretionary 4000-4999: Books And Supplies Supplies/Materials for Staff Trainings/Professional Development
3000	Site Supplemental & Concentration 5800: Professional/Consulting Services And Operating Expenditures Professional Development Opportunities for Staff

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Provide Access to Supplemental/Ancillary Materials

Task:

1. Teachers will use other district or site funded supplemental materials for the purpose of implementing Common Core standards and differentiating and enhancing instruction to meet the needs of all learners.
2. Supplemental Resources will be provided through the school site for supplementing the current district science adoption. (Materials and supplies for science experiments, etc)

Measures:

Lesson Plans
 Classroom Walkthroughs/Observations Instructional Rounds
 Student Work

People Assigned:

District Personnel Teachers/Staff Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1787	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 4000-4999: Books And Supplies Supplemental Materials
2047	Site Supplemental & Concentration 4000-4999: Books And Supplies Supplemental Materials

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Leverage Technology as a Tool to Access Standards /Core Program

Task:

1. Technology needs will be communicated to principal/Data Path, and Data Path will come out weekly to address issues/upkeep. (district funded)
2. WGE is at 1:1 Chromebooks. Each classroom to have a Chromebook cart with inventory maintained.
3. Each classroom will have one (1) working laptop teacher computer and a working document camera and projector/interactive display.
4. Students will have continued access to computer/internet based instructional programs (i.e. Lexia, Read Naturally, IXL, Renaissance Place, real world application for typing, etc.)

5. Teachers will incorporate more technology into their lessons (i.e. short media clips, Google Classroom, Google Docs, Google Slides, PowerPoint presentations, Flip Grid, information found on the internet, etc.)
6. Access to wireless internet will be school wide, including the cafeteria, and old gym.
7. Continue to provide training for parents on how to access Google Classroom or other Online Learning platforms.
8. Teachers will have the opportunity to either attend an outside or internal training on Online Learning Platforms.
9. Continue moving toward having a working/maintained interactive display in each classroom with updated software and hardware.

Measures:

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

People Assigned:

Teachers/Staff
 Principal
 Data Path
 District Office

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
4,000.00	Discretionary 4000-4999: Books And Supplies Technology Replacement/Repair Costs
4500	Discretionary 4000-4999: Books And Supplies Replacement Smart Board

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LCAP Priority 3 - Parent Involvement

LEA/LCAP Goal

Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement. (RDUSD LCAP Goal #4)

Goal 3

Walnut Grove School, in conjunction with First Five School Readiness and Head Start Pre-school, will provide meaningful and varied opportunities for parents to be involved in supporting their child's academic achievement. Parents will feel safe and comfortable enough on campus so that by June of each year, parental involvement will have included 100% of Walnut Grove families attending at least 2 different events, meetings, or activities.

Identified Need

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

Written and implied data from teachers/staff
Sign-ins from events during the 2022-23 school year
Photographs from school events

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

Office Sign-in sheets
Event Sign-in sheets

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

We would like all parents to participate in at least two school event during the school year and feel welcome anytime they are on campus.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All Students/Families

Strategy/Activity

Home and School Communication and Organization Systems

Task:

1. Teachers will utilize weekly folders for all students to communicate student progress, achievements, upcoming events and important school dates.

2. Teachers in grades 1st-6th will use the AVID planner system nightly for communication with parents.
3. Teacher in grades 1st-6th will use a uniform binder organization system with their students. (AVID)
4. Transitional Kindergarten and Kindergarten will use a uniform folder organization system with their students. (AVID)
5. Teachers will provide frequent and regular feedback on students' academic progress on assessments through the weekly communication purple folders.
6. School staff will Utilize Parent Square on a regular basis to communicate upcoming events with parents in both English and Spanish.
7. Principal will keep the school Facebook page updated with current announcements.
8. Principal and teachers will send home a monthly newsletter in both English and Spanish to increase parental involvement and awareness of school events.
9. Fund translator/Parent Liaison as needed.
10. Translation will be available at all meetings with non-English speaking parents.
11. Progress reports will be available on Parent Square for struggling students mid-quarter/Report cards quarterly for all students. (Available in paper form upon request)
12. Teachers will hold parent/teacher conferences for all students with translation services as needed, at least once/year.
13. Parents will be invited to participate in Student Study Team (SST) meetings if student is struggling with academics or behavior.
14. Teachers school phone numbers and e-mail addresses will be made available to parents.
15. No school events will be scheduled during PTA, ELAC, or Migrant meetings to ensure greater participation in these meetings.
16. Fliers for events will be uploaded to Parent Square and put on Facebook and the school digital marquis
17. Hold quarterly Parent Square/Aeries onboarding sessions to get 100% of parents access to these communication tools.

Measures:

Monthly Bulletins
Parent Square Running Record
Sign-ins from parent/teacher conferences
Progress Reports
Report Cards
SST documents
AVID Binders
AVID Purple Folders

People Assigned:

Principal
Secretary
Teachers/Staff
Counselor
First Five Staff

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Discretionary 4000-4999: Books And Supplies Postage
6530	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 2000-2999: Classified Personnel Salaries Translation/Parent Liaison Services 1 hour/day
2043	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 3000-3999: Employee Benefits Benefits Translation/Parent Liaison Services 1 hour/day

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

All Students/Families

Strategy/Activity

Hold Grade Level Parent Trainings

Task:

1. Grade level parent meetings, educating parents in helping their child be successful in school, will be scheduled for the fall and invitations/reminders will be sent home.
2. Training will include the AVID binder/planner system for 1st-6th grade.
3. Grade level trainings with parents will provide information for parents on accessing online learning platforms. (Google Classroom, etc)
4. Parents will receive materials/resources to assist students in schoolwork and homework.
5. For students in 1st-6th grades, training will include showing parents how to login to Ren Learn to check their child's progress in A/R.
6. School supplies will be given to each attendee.
7. Trainings will be translated for Spanish speaking parents.

Measures:

Agendas of Parent Training Meetings
Sign-in sheets
Parent Feedback

People Assigned:

Teachers/Staff
Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

100.00

Source(s)

Discretionary
4000-4999: Books And Supplies
Supplies for Parent Trainings

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

All Students/Families

Strategy/Activity

Encourage Participation in Parent Volunteer Work Days

Task:

1. Parent Work Days will be provided to help the office and teachers prepare for lessons, make copies of fliers, etc.
2. Monthly Newsletters/ELAC/Migrant Education meetings will include reminders of Parent Work Days.
3. Host "thank you" tea in June for all Parent Volunteers.
4. In order to remove barriers for active parent participation, principal will work with the school nurse, school district and local health agencies to provide free TB testing for all interested parents who wish to participate in activities on campus, but have no other means to secure a TB test.
5. At least two weekend Parent Work Day will be held annually for the purpose of building community through completion of school projects, such as seasonal garden maintenance.

Measures:

Sign-in sheets
Receipts/Purchase orders

People Assigned:

PTA/ELAC
Teachers
Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

100.00

Source(s)

Lottery: Unrestricted
5800: Professional/Consulting Services And
Operating Expenditures

	TB Tests
200.00	Lottery: Unrestricted 4000-4999: Books And Supplies Saturday workday supplies and materials

Strategy/Activity 4

Students to be Served by this Strategy/Activity

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

EL Students and their Families

Strategy/Activity

Complete all ELAC Responsibilities

Task:

1. Hold school elections for parents participation in ELAC. (in accordance with State laws and ELAC By-laws)
2. Schedule at least 5 ELAC meetings each year, the final meeting to incorporate a Reclassification Celebration. (Oct, Nov, Feb, March, and either April/May)
3. ELAC will Assist in the development of the school's needs assessments and site parent survey
4. By October of each year, the ELAC will agendize a meaningful discussion of their needs as to ensure their children's academic success at Walnut Grove and present this information to SSC. These needs will develop as the ELAC goals for the year.
5. Provide ELAC parents a tour of all EL programs at Walnut Grove School, as well as provide access to review all materials used for EL students.
6. ELAC Committee will elect to send at least two members to the district DELAC meetings.(2 year term)
7. Provide parent training in the areas of discipline, nutrition and helping their students be successful in school or other areas identified in Need's Assessment or from ELAC Committee members feedback at ELAC meetings.
8. Provide parent training on how to become an active participant on campus.
9. Provide parent training on the District's Uniform Complaint Procedures, including Williams requirements.
10. Send parent/staff team to local CAFE leadership conference or state CAFE conference.

Measures:

Agendas Sign-ins
Site Council Minutes
ELAC Minutes

People Assigned:

ELAC Advisor
ELD teacher
Principal
ELAC Officers/Membership

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
400.00	Site Supplemental & Concentration 4000-4999: Books And Supplies Supplies for ELAC meetings/Trainings
200.00	Discretionary 2000-2999: Classified Personnel Salaries Child Care for ELAC Meetings
2000	Site Supplemental & Concentration 5800: Professional/Consulting Services And Operating Expenditures Registration for CABE Conference
200.00	Site Supplemental & Concentration 5000-5999: Services And Other Operating Expenditures Mileage for CABE Conference

Strategy/Activity 5

Students to be Served by this Strategy/Activity

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

All Students/Families

Strategy/Activity

Refine and Increase Parent Involvement Opportunities

Task:

1. As a whole, parents will complete at least 500 hours of voluntary service at Walnut Grove School.
2. Implement sign in system in the office, which also tracks numbers of hours volunteered. (Implement recognition System for 50+ hours, 100+, 200+, etc)
3. Host an Open House Barbecue
4. Host an annual Inclusive Muffins for Moms/Donuts for Dads event for parents
5. Host monthly Coffee and Conversation with the Principal Parent Forums to give parents a venue to discuss concerns, ask questions, and receive information.
6. Host a Title 1 Parent Meeting.
7. Host Kinder/TK Round Up for incoming parents, as well as a Kinder Orientation (New Student) before school starts.
8. Support events, such as Harvest Festival, fundraisers, and Spring Fling dance
9. Hold Cinco de Mayo Event utilizing parents to teach the ballet folklorico dances
10. Create and host monthly theme nights, such as Family Math Night, Reading Night, Game Night, Science Fair etc
11. Hold multiple "Volunteer Trainings" in the fall, so all parents who want to volunteer at school are trained and cleared, including one at the new student/kinder orientation before school starts
12. Coordinate parent trainings to support parents in helping their child/children on homework
13. Hold multiple AVID parent nights to educate parents on the new school wide AVID initiative and what this means for their child
14. Work with Adult Ed to provide parent education classes focused on leadership, technology, and English classes.
15. Provide translation services at all events.

16. Host a parent tea to recognize parent volunteers. (Tie into recognition system)
17. Provide child care for parent training events as needed.
18. Send a minimum of 1 parent from our site to the annual Title 1 conference or equivalent training or bring a guest speaker to the site to train a group of parents.
19. Provide professional development opportunities for staff on increasing parent involvement and engagement at school.

Measures:

Master Calendar will illustrate activities that allow for parental involvement
 Sign-in sheets from events

People Assigned:

Teachers/Staff
 Principal
 PTA/ELAC
 Parents
 First Five Staff

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
250.00	Lottery: Unrestricted 4000-4999: Books And Supplies Supplies for parent meetings
500.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 5800: Professional/Consulting Services And Operating Expenditures Registration for Title 1 Conference or other Similar Training
1000	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 5800: Professional/Consulting Services And Operating Expenditures Professional Development focused on Increasing Parent Involvement

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LCAP Priority 4 - Student Achievement

LEA/LCAP Goal

Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready (RDUSD LCAP Goal #1)

Goal 4

During the 2022-23 school year WGE will increase overall student growth in ELA, Math, Science, and ELD as measured by the CAASPP/ELPAC assessments.

#1 During the 2022-23 school year, WGE will provide at least 1 professional development opportunity to each staff member on site to improve and support student learning to close achievement gaps and ensure all students who graduate are college and career ready.

#2 For the 2022-23 SBAC Assessment, 10% more students will achieve Standards Met or Exceeded in ELA and math than on the 2021-22 SBAC Assessments

#3 For the 2022-23 SBAC Assessment, we will reduce "Not Met" in ELA and in Math by 10%.

#4 In order to reduce the number of students required to take ELD in middle school, WGE will work to increase the number of students reclassified from two in 2020-21 to six students in 2022-23 with an emphasis on supporting RFEP for our 6th grade students who will be transitioning to middle school the following year.

#5 For the 2022-23 California Science Test (CAST), increase the percentage of students receiving standards met or exceeded to 35%.

#6 For the 2022-23 school year, 80% of 1st-6th grade students will meet their A/R goal with at least 85% accuracy. (1st grade for 3rd-4th quarter)

Identified Need

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

The previous goal for 2019-20 was that forty-six percent (46%) of Walnut Grove students will score Standards Met or Exceeded in English Language Arts (ELA), and Thirty-seven percent (37%) of Walnut Grove students will score Standards Met or Exceeded in Math on the CAASPP tests administered in the Spring of 2019. Actual for 2019 was fifty-seven percent (57%) for meets/exceeds in ELA and fifty-four percent (54%) in Math. We met both of these goals. Due to not having CAASPP scores in the last couple years, we are making our goal to increase by 10% those students who meet/exceed standards based on our baseline data to be determined from the 2021-22 SBAC assessments.

Our previous goal for the 2019-20 school year was also to reduce the number of students with standards "Not Met" to 20% in ELA and 13% "Not Met" in math. For the 2019 CAASPP test, 20.65%

of students received marks of Standards "Not Met", and in Math the percentage of students receiving "Not Met" was 17%. Since we came close in ELA we moved the goal for 2020-21 to 18% "Not Met" and kept Math at 13% "Not Met". Due to not having CAASPP scores in the last couple years, we are making our goal to decrease by 10% those students who do not meet standards based on our baseline data to be determined from the 2021-22 SBAC assessments.

During the 2019-20 school year, the criteria for being Reclassified increased from needing only a 3 on the ELPAC to needing a 4. In 2018-19, 22 of our EL students were reclassified with a 3 or a 4 on their ELPAC. In 2019-20, 2 students were reclassified using this new criteria, allowing only a 4 on the ELPAC for reclassification purposes. The two year total of EL students being reclassified in the past two years is 6. Instead of a two year total, our goal is to reclassify 6 students during the 2022-23 school year.

On the 2019 California Science Test (CAST) 19% of 5th grade students received Standards Met or Standards Exceeded. Site Council determined that 35% of students in 5th grade meeting or exceeding standards is a reasonable goal for the 2022-23 school year.

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

Reclassification Rates

CAASPP anual Assessment Data

CAASPP Interim Assessment Data

MAP Assessment Data

Curriculum Assessment Data

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

Baseline "Post-COVID School Closure" CAASPP Results from 2021-22 school year.

California School Dashboard Indicators

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

See above data

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Provide Instruction at Student Levels

Task:

1. Students who regularly exceed the core standards and/or qualify for GATE will be given "challenge" activities and opportunities to extend their learning.

Measures:

Ren Learn Assessments (STAR Early Lit, STAR Reading, STAR Math)

SIPPS Initial and Quarterly Assessments

Lexia Assessments
Curricular and SBAC Interim benchmark assessments
GATE testing results (Universal Testing in 4th Grade)
RTI curricular assessments
Classroom walkthroughs/observations
MAP Testing

People Assigned:
ELD Teacher
RSP Teacher
Teachers/Staff
Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

100.00

Lottery: Unrestricted
4000-4999: Books And Supplies
Materials/Supplies

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Implement ELA/Math Standards

Task:

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

Measures:

Teacher Lesson Plans
Principal Walkthroughs and formal observations
Instructional Rounds
ELA/Math Curricular Assessments
CAASPP Interim Benchmarks
MAP Assessments

People Assigned:

Teachers/Staff
Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
2000	Lottery: Unrestricted 4000-4999: Books And Supplies Materials and Supplies
4000	Discretionary 5800: Professional/Consulting Services And Operating Expenditures Supplemental Materials/Supplies/Leases

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Provide Ongoing Assessment and Monitoring

Task:

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

Measures:

Documentation of RTI and Monitoring Assessments
Calendar of assessment administration and data analysis
Assessment data shared with administration from teachers
Data reports disaggregated by subgroups

People Assigned:
 Teacher/Staff
 Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
330	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries Subs for Quarterly Monitoring Conferences
500	Lottery: Unrestricted 4000-4999: Books And Supplies Medals for Student Achievement
40	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 3000-3999: Employee Benefits Benefits for Subs
1000	Lottery: Unrestricted 4000-4999: Books And Supplies Headphones

Strategy/Activity 4

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Increase Grade Level/School Wide Collaboration

Task:

1. Identify school site leaders in specialized areas (GLAD, A/R, School Plan, Academic Conversations, Collaborative Groups, etc) and utilize their input for all staff.
2. Teachers share specific input/feedback on how to improve teaching strategies and student performance.
3. Continue implementation of Instructional Rounds on campus with at least two team walkthroughs
4. Hold end of the year cross grade level collaboration meetings.

Measures:

Collaboration agendas/minutes
 Modifications to lesson plans/teaching strategies
 Students below benchmark identified and provided additional support
 Data analysis of significant grade level and school wide subgroups in SBAC Interim Benchmarks, District Assessments, and Curricular Assessments

People Assigned:
Teachers/Staff
Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1520	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries Subs for Instructional Rounds
303	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 3000-3999: Employee Benefits Benefits for Subs for Instructional Rounds

Strategy/Activity 5

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Continue Academic Language Campaign

Task:

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

Measures:

Academic sentence frames on wall in ALL classrooms

Class walkthroughs

Staff meeting agendas

People Assigned:

Teachers/Staff

Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500	Site Supplemental & Concentration 5800: Professional/Consulting Services And Operating Expenditures Academic Language PD for teachers
100	Site Supplemental & Concentration 5000-5999: Services And Other Operating Expenditures Mileage to Academic Language PD

Strategy/Activity 6

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Continue Reading Campaign

Task:

1. Implement school wide A/R time daily for 30 minutes. (1st-6th grade)
2. Teachers to implement student reading conferences.
3. PTA to help provide quarterly and end of the year A/R Celebration for students who make their A/R goal each quarter and at least 3 out of 4 quarters.
4. Provide Month Long Full Day Summer STREAM Program (Majority funded by outside donations from community partners) First half of program to focus on reading and math. Second half of program to include swimming lessons (community funded). Students to be targeted first for this camp are those students who are 1.5 years or more below grade level.
5. Provide compensation for 8 sessions of after school book club for staff to read and discuss the book "Shifting the Balance: 6 ways to bring the science of reading into the balanced literacy classroom"
6. Purchase books for teacher PD book club

Measures:

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

People Assigned:

Teachers/Staff
Principal
PTA

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 4000-4999: Books And Supplies Materials for Summer Reading Program
2464	Lottery: Unrestricted 4000-4999: Books And Supplies A/R books for classrooms/student use
400	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 4000-4999: Books And Supplies Books for Teacher PD
3200	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries Teacher PD After School Book Club Variable Pay
720	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 3000-3999: Employee Benefits Teacher PD After School Book Club Variable Pay Benefits

Strategy/Activity 7

Students to be Served by this Strategy/Activity

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

English Language Learners

Strategy/Activity

Continue to Support English Language Learner Program

Task:

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

9. Train all teaching staff on ELPAC assessment annually.
10. Identify students who are not meeting annual growth targets who are at risk of becoming Long Term English Learners (LTELs) and provide intensive intervention for these students through the ELD teacher, Beyond the Bell After School Program staff, and targeted tutoring by classroom teachers.\
11. Celebrate student successes on ELPAC assessment with Medal Ceremony.
12. ELAC to host a potluck annually to celebrate Reclassified students.
13. Provide supplies for teachers utilizing GLAD.

Measures:

Intervention attendance logs
 ELD schedules/Classes developed by the ELD teacher
 District Provided ELD Curriculum Materials and Assessments
 ELPAC test scores
 Agendas for staff trainings in SDAIE strategies
 Agendas/Sign-ins for parent trainings
 Classroom Walkthroughs/Observations

People Assigned:

ELD Teacher
 Teachers/Staff
 Principal
 Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
400.00	Site Supplemental & Concentration 4000-4999: Books And Supplies Supplemental Materials (EL Focus)
19,000	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries ELD Teacher Salary Site Portion
100.00	Site Supplemental & Concentration 4000-4999: Books And Supplies Reclassified Student Celebration Supplies
6575	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 3000-3999: Employee Benefits ELD Teacher Benefits Site Portion

Strategy/Activity 8

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Expand Social Studies and Science Opportunities

Task:

1. School wide schedule will reflect science/social studies period.
2. PD sessions at the beginning of the year highlighting the standards being assessed on the 5th grade state science assessment.
3. All teachers will teach required science standards using at least Wonders and Twig Science Curriculum.
4. Provide alternate, hands-on activities for acquiring and mastering science/social studies standards (virtual field trips, assemblies).
5. Provide materials for science experiments as needed
6. Focus on STEM activities throughout the year.
7. PTA to host a science night.
8. School wide science fair to be held in spring

Measures:

Lesson Plans

Classroom walkthroughs/Observations

People Assigned:

Teachers/Staff

Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

1500

ESSA-Title I, Part A, Basic Grants Low Income and Neglected
5800: Professional/Consulting Services And Operating Expenditures
Educational Presentations/Experiences on site

300.00

Discretionary
4000-4999: Books And Supplies
Science Supplies/Materials

1000

Lottery: Unrestricted
5000-5999: Services And Other Operating Expenditures
Educational Field Trips

2000

Site Supplemental & Concentration

5800: Professional/Consulting Services And
Operating Expenditures
Transportation for Educational Field Trips

Strategy/Activity 9

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Focus on Physical Fitness and Health

Task:

1. All classes will have 200 minutes of physical education activity every ten days, provided by a credentialed teacher.
2. Improve physical activity and nutrition for students.
3. Administer the Physical Fitness test to all 5th grade students (pre and post).
4. Purchase needed recess/recreational materials.
5. Participate in Running for Rhett 5K in the fall. (spring optional)
6. Provide Puberty Education health course through the school nurse for 5th/6th grade students in the spring.
7. Hold an end of the year field day
8. Students in grades 4th-6th will have access to Intramural sports (i.e. football, basketball, volleyball, and soccer) through the After School Program.

Measures:

Physical Fitness Assessment results
Lesson Plans
Classroom walkthroughs/observations
Daily Schedule reflecting P.E. minutes for each class

People Assigned:

Teachers/Staff
Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1000

Source(s)

Lottery: Unrestricted
4000-4999: Books And Supplies
Recess/Recreational Equipment

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LCAP Priority 5 - Pupil Engagement

LEA/LCAP Goal

Foster a school and district culture that ensures academic/social and emotional well-being for all students (RDUSD LCAP Goal #5)

Goal 5

During the 2022-23 school year, Walnut Grove School will continue to provide an enriched and accelerated curriculum which includes programs, activities, and courses necessary to provide a well-rounded education as an AVID elementary site with 100% of staff trained in AVID by the end of the fiscal year.

Identified Need

What data did you use to form this goal (findings from data analysis)?
AVID staff training logs

What process will you use to monitor and evaluate the data?
Registration to AVID PD and Summer Institutes

What did the analysis of the data reveal that led you to this goal?
As of April 2022, there at least 4 new to WG teachers for the next school year, along with a new principal. Looking at the number of new teachers to WGE next year indicates the need for refocusing on getting 100% of staff up to speed on AVID.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Promote a College Going Environment

Task:

1. All TK-6th grade students will participate in "Touch a College" Day at Walnut Grove Elementary School with Delta High School Seniors presenting plus a guest speaker/former WGE student
2. All students to participate in College Week Activities, including students getting their own college shirt and locating their college on a map of the US. (Seeking donations for college shirts)
3. The 6th grade teacher will work with 6th grade students to transition to middle school, including taking a trip to visit Clarksburg Middle School.
4. The counselor will provide a career exploration workshop with multiple grade levels.
5. The counselor will facilitate 6 year plans for all 6th graders.
6. All classrooms will have a college board.
7. All classrooms to have graduation of high school year/college year posted.
8. Seek donations for college shirts for all students.
9. All classes to implement a "When I grow up" activity.
10. Annually host Ag Day with Delta High School presenting on Ag topics and careers.
11. The school will hold a college and career day and/or guest speakers throughout the year
12. Provide opportunities for students to visit local colleges/participate in Sac State "Making it Happen" or similar program at other local colleges. (utilizing drivers)

Measures:

Student attendance/participation in College/Career events.

People Assigned:

Teachers/Staff
Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

200.00

Lottery: Unrestricted
5800: Professional/Consulting Services And
Operating Expenditures
Transportation Cost for CMS Visit for 6th Grade

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Ensure Visual and Performing Arts Opportunities

Task:

1. School will schedule an annual dramatic performance arts presentation or assembly.
2. All teachers will utilize the VAPA standards in the classroom regularly.
3. Students in grades 3rd-6th will be allowed opportunities to participate in singing club, ukulele (3rd), recorder (4th), or school band (5th/6th)
4. School band or choir will plan and perform two Band Concerts during the school year. (winter, spring)
5. The CMS/Delta band and choir will perform at WG
6. All classrooms will perform in the winter program
7. School will purchase/borrow/repair needed instruments.
8. All classes to highlight art projects at Open House each year.
9. Implement new art docent program using Arts Attack curriculum. Each class to rotate through.
10. Create a flier recruiting parent volunteers to support the art docent
11. Hold an annual art exhibit with student work created through the Arts Attack art docent program.

Measures:

Lesson Plans
Daily Schedule

People Assigned:

Teachers/Staff
Principal
Music Teacher
Parents
PTA
Art Docent

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

400.00

Source(s)

Lottery: Unrestricted
4000-4999: Books And Supplies
Music Supplies and Repairs

476

ESSA-Title I, Part A, Basic Grants Low Income and Neglected
3000-3999: Employee Benefits
Art Docent- Certificated Staff Sub Benefits

500.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 5000-5999: Services And Other Operating Expenditures Transportation to VAPA Field Trip or Assembly
3960	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries Art Docent- Certificated Staff Sub Rate

Strategy/Activity 4

Students to be Served by this Strategy/Activity

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

All Students Interested

Strategy/Activity

Implement Pathway to the Seal of Biliteracy Program

Task:

1. Continue Spanish 1 class after school for 45 minutes- 2x's/week for 23 weeks (1st-6th grade)
2. Continue a native speakers book club for Spanish speakers after school for 45 minutes- 2x's/week for 23 weeks (4th-6th grade)
3. Provide 30 minute prep for program
4. Create interest/registration fliers for this new program

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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Strategy/Activity 5

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Continue School Wide AVID Elementary School (Advancement Via Individual Determination) I

Task:

1. Begin Year 7 of implementation of School Wide AVID/Maintain Avid Membership, coaching, and PD included in annual subscription.
2. District to send a team of at least 2 teachers to AVID Summer Institute summer of 2022-23.
3. 2nd-6th grade classes to utilize AVID binder/planner system.
4. Restructure monthly student of the month assembly to include recognition for AVID goals and successes.

5. Host at least quarterly up to monthly AVID lunch with staff to allow for collaboration on new AVID strategies being implemented.
6. Staff to each choose one AVID lunch each year to present about an AVID strategy they have learned about or are using
7. Summer team with input from staff to formulate additional AVID goals for the school year.
8. Create and utilize an AVID strategy menu for staff to use and reference (working document to be added to)
9. Keep a year long focus on career and college readiness.
10. Promote a growth mindset in all classrooms will all classes having a growth mindset board.
11. Purchase Growth Mindset books for staff who are new to WGE
12. Continue organization, note-taking, and scholarly environment focus, adding in a reading AVID focus for 2022-23 school year.
13. Host a parent AVID night annually for 2nd-6th grade students/parents to go over the binder system and What is AVID. Provide dinner during the AVID night.
14. All staff to attend at least 1 local AVID training during the school year.
15. Provide all supplies for the AVID binder system, including but not limited to, binders, notebooks, pencil pouches, highlighters, pencil sharpeners, pens, pencils, crayons, colored pencils, and markers.
16. Provide AVID planners for all students in 2nd-6th grade to be used nightly as a home/school communication device and to teach students organizational skills.
17. Hold 2 additional AVID theme nights (i.e. College/Career night, reading strategies, etc.)

Measures:

- Student binders and planners
- Staff Sign-in sheets
- Implementation plan
- Certificate from AVID training

People Assigned:

- All teachers
- Counselor
- Principal
- Students
- Parents

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
150	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 4000-4999: Books And Supplies Growth Minds Set Book for Teacher PD
500	Discretionary 4000-4999: Books And Supplies AVID Lunch PD Supplies

3125	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 5800: Professional/Consulting Services And Operating Expenditures Annual AVID Membership (includes coaching and site visits)
600	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 5800: Professional/Consulting Services And Operating Expenditures Small School AVID Year Long PD Sessions Cost
2824	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 4000-4999: Books And Supplies AVID binder system, including all supplies, for 2nd-6th grade students/Purple Folders for TK-1st
300	Lottery: Unrestricted 4000-4999: Books And Supplies AVID Planners for 2nd-6th Grade
960	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries Hourly Rate for Teachers who put on AVID nights
216	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 3000-3999: Employee Benefits Benefits for Teachers who put on AVID nights

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LCAP Priority 6 - School Climate

LEA/LCAP Goal

Foster a school and district culture that ensures academic/social and emotional well-being for all students (RDUSD LCAP Goal #5)

Goal 6

During the 2022-23 school year, Walnut Grove Elementary will continue to provide and maintain a positive and safe school for students by implementing a school wide SEL, PBIS, and Restorative Justice program to reduce chronic absenteeism, the number of suspensions, office referrals, and counseling referrals and ensure social emotional well-being for all students.

- Walnut Grove School will have a Chronic Absenteeism rate of 9% or lower for the 2022-23 school year.
- Walnut Grove School will reduce the number of suspensions to 50% of the 2021-22 suspension rate.

Identified Need

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

Suspension/Expulsion rates
Discipline Referrals
Counseling referrals and caseload
Attendance Rates
Truancy Rate

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

Discipline Referrals
Aeries Documentation
Parent/Student Surveys

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

Discipline referrals and suspensions have increased dramatically since returning from the year long COVID school closures. An increase in counseling services and Social Emotional Training for staff members, including Trauma Informed practices is necessary.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Focus on Social Emotional Learning

Task:

1. Teachers will teach lessons on social-emotional learning that help students understand their thought process in mindfulness, making decisions and how to make good, positive decisions, social skills, self-regulation, healthy coping skills, develop empathy, etc. (Using Second Step Curriculum) Establish a school-wide schedule for teaching Second Step.
2. PBIS site team to focus on creating annual goals for SEL/PBIS at the site.
3. Walnut Grove will have monthly recognition assemblies, where students are recognized for exhibiting the character traits for the month/reaching AVID short or long-term goals.
4. Staff will all have "Paw"sitive Action purple tickets to hand out when they see exemplary behavior.
5. Monthly/Weekly prize drawing will be held to recognize students who have modeled appropriate behavior.
6. Hold a monthly lunch or ice cream with the principal for students who have had exemplary behavior/improved behavior during the month.
7. At least one Anti-Bullying presentation to be held during the year.
8. Counselor will teach whole class lessons, small group lessons, and individual sessions.
9. Participate in the Great Kindness Challenge school-wide
10. Counselor to implement buddy program/conflict managers, using 4th - 6th grade students as older buddies/conflict managers for primary students.

Measures:

Student Awards/Recognitions
Lesson Plans

People Assigned:

Teachers/Staff
Principal
Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

1000

Discretionary
4000-4999: Books And Supplies
Prizes for Weekly/Monthly Assembly Purple
Ticket Drawing

150

Discretionary
4000-4999: Books And Supplies

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Promote Positive Student Behavior and School Climate

Task:

1. Continue school wide implementation of the Behavior Matrix for expectations for student behavior/Roll out updated Behavior Matrix completed by the PBIS team in May 2022.
2. District/School counselor/Rio Vista Care will provide counseling services to individuals or small groups, with a focus on decision-making, understanding one's own feelings and the feelings of others, anger management, social appropriateness, or other topics as the need arises. For more intense needs, a referral to site MFT, ACCESS Mental Health or another outside agency will be completed.
3. Implement a "Buddy Bench" where kids who don't have anyone to play with, feel sad, or left out can sit on the bench, and other students will go play with him/her. (Make part of the Recess Rodeo rotations)
4. All 5th and 6th grade students will participate in the leadership academy program at school, utilizing "Leader in Me" strategies
5. Restorative Practices/PBIS trained staff to train the staff. Team to work to come up with alternatives to off-campus suspension.
6. At the beginning of the year, principal to train and support teachers to implement SEL lessons for at least 15 minutes a week.
8. Counselor will utilize Zones of Regulation in groups to create a common language for feeling identification and coping skills, and move toward training staff on how to use the Zones with all students.
9. Counselor will provide lessons on certain topics relevant to classroom/school needs.
10. Create Calm Spaces/Corners in all classrooms to give students healthy options to self-regulate.
11. Continue to implement Trauma informed practices.
12. Provide continued PD on Trauma informed practices.
13. Teach students mindfulness techniques.
14. Teach students the hand model of the brain and what each brain section does.
15. Hold a recess rodeo on the first day of school to teach all students playground/common area expectations/rules. (Repeat Recess Rodeo after winter break)
16. Schedule monthly PBIS team meetings.
17. Student Leadership reps will provide a positive environment by planning events, such as Spirit Week, and making signs and announcements encouraging positive actions and participation in school events.
18. K/6th grade students to participate in a promotion ceremony/celebration.
19. Provide a celebration field trip or on site activity for the 6th grade promoting class.

Measures:

Student discipline data from Aeries

Counseling schedule/calendar

People Assigned:

Teacher/Staff

District

Counselor

Principal

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
700	Lottery: Unrestricted 4000-4999: Books And Supplies Supplies/Materials for Calm Corners
150	Discretionary 4000-4999: Books And Supplies Leadership Materials and Supplies
250	Discretionary 4000-4999: Books And Supplies Promotion Supplies
600	Discretionary 5800: Professional/Consulting Services And Operating Expenditures 6th Grade Celebration Field Trip or on site experience

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Focus on School Safety

Task:

1. District will provide three, one hour yard supervisors to cover lunch recess and before school recess yard duty.
2. Certificated staff will provide supervision during morning recess and afterschool duty.
3. Administration, staff, and the Safety Committee will work to update the Comprehensive School Safety Plan annually.
4. Administration will work with district Maintenance and Operations staff to repair any unsafe conditions on school site.

Measures:

Yard Supervision assignments
Completed and updated Comprehensive School Safety Plan
Repair of unsafe conditions

People Assigned:
Teachers/Staff
Principal
Custodian
Site Safety Team

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

Strategy/Activity 4

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Include Community Based Programs to Support Student Success

Task:

1. Implement Red Ribbon week with the support of the Sacramento County Sheriff Department and PTA.
2. Maintain a current brochure/booklet marketing the school for outreach purposes and to support the goal of increasing enrollment in all of our RDUSD schools.
3. Third grade students to participate in Rotary Dictionary Program.
4. Partner with Rotary and Community Group through F5 Sacramento on the school garden and other projects.
5. Schedule work days in coordination with PTA, ELAC, and Rotary.
6. Partner with Migrant Ed and Mini Corp to provide services to students.
7. Partner with Community Agencies to provide a Health Fair for the community of Walnut Grove.
8. Partner with Grow West, River Rats, Rotary, and other community businesses to put on annual holiday gift give away for the students of Walnut Grove School.
9. Partner with the Family Resource Center to provide services for families (i.e. emergency food and clothing, health insurance, WIC, parenting classes)
10. Coordinate and partner with Head Start pre-schools and the RDUSD First Five School Readiness Program to provide early childhood intervention services for Walnut Grove Families.
11. Work with SCOE on preparing for the 5th/6th grade trip to Sly Park.
12. Work with the community of Walnut Grove to find mentors to work with students.
13. Work with First 5 to provide a kinder camp experience for incoming TK and K students. (Donor funded)
14. Partner with South County Services to provide additional services for Walnut Grove families.

Measures:

Rio Vista Care Referrals
Care Solace Referrals
Sign-ins from community events Mini-Corp Schedule

People Assigned:

Teachers/Staff Principal Rotary
ELAC PTA

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

210.00

Source(s)

Lottery: Unrestricted
5800: Professional/Consulting Services And
Operating Expenditures
Marketing Materials (Print Cost)

Strategy/Activity 5

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Increasing Student Attendance

Task:

1. School will work to have a 97% overall ADA rate.
2. Students who have No tardies each month will participate in a monthly "No Tardy" party celebration.
3. Teachers will encourage superior attendance and recognize it in their classrooms, while also teaching appropriate hygiene, hand washing, etc and promoting CDE/Health Dept Guidelines of how many days to stay home after being sick.
4. Class attendance to be highlighted at each monthly assembly with class with best attendance receiving class trophy/stuffed animal for the month
5. Create a School Attendance Review Team, made up of the principal, counselor, and a classroom teacher.
6. Parents/Guardians of students with chronic absenteeism will receive letters from the school and have a meeting with the School Attendance Review Team.
7. Take part in/refer students to district SARB meetings (School Attendance Review Board) when necessary.
8. Provide school wide celebrations monthly when 97% attendance goal is reached.
9. Provide end of the year celebration for each class achieving the attendance rate of 97% average or better throughout the year.

- 10. Provide random daily "No tardy" incentives for classes and students with no absences/tardies on random days of the month.
- 11. Provide "No Tardy Party" to parents at least once per year for those dropping their kids off on-time, before the bell rings.

Measures:

Student recognition/awards for perfect attendance
 Attendance from Aeries
 Copies of chronic absenteeism letters/Notes from parent meetings

People Assigned:

Principal
 Secretary
 Teachers/Staff

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1000	Site Supplemental & Concentration 4000-4999: Books And Supplies Attendance Incentives
500	Discretionary 4000-4999: Books And Supplies Attendance Incentives
1000	Site Supplemental & Concentration 4000-4999: Books And Supplies Attendance Incentives

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LCAP Priority 4- Student Achievement

LEA/LCAP Goal

Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready. (RDUSD LCAP Goal #1)

Goal 7

Walnut Grove School will provide multiple avenues to support students academic achievement and continue to remediate any learning loss that remains from the extended COVID-19 school closures/distance learning, resulting in at least a 1.5 year growth for students who are below grade level at the beginning of the 2022-23 school year.

Identified Need

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

Monthly check-ins with teachers about participation/lack of participation and attendance of students
A/R Quarterly Goals
STAR Reading Assessment (1st-6th grade)

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

During the year long school closure and distance learning time, students participated at varying levels due to unforeseen circumstances from supervision at home, unstable internet, increased social/emotional stressors, and more. Even with the district providing Chromebooks and hotspots to families, students were often kicked out of Zoom classes due to poor internet connections.

What we could see in the A/R Quarterly goals is that 1/3 of the students who would normally meet their goal made their goal while learning from home. This represents a huge decrease in reading participation across grade levels.

An analysis of the STAR Reading Assessments in grades 1st-6th grade showed an alarming lack of progress among many students, even several falling farther below their previous end of year scores, while being at home during the year long COVID crisis.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All Students

Strategy/Activity

Provide Instruction at Varying Student Levels

Task:

1. Students will receive instruction at their level of need during ELA/Math Universal Access (UA) time.
2. Students who need help beyond UA time will receive instruction using materials, such as Lexia, SIPPS, Read Naturally, IXL, and Freckle with the purpose of making the core accessible to all students.
3. Students who need additional support will have the opportunity to attend after school academies with a certificated teacher.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

All Students as Identified Needing Additional Support

Strategy/Activity

Provide Response to Intervention

Task:

1. Schedule regular SST (Student Study Team) meetings to create individual support plans for students as needed.
2. Uniformly identify students in each grade level to receive RTI support through Monitoring Conferences, and SST's.
3. Continue to implement RTI strategies to support students who are not meeting standards in English/Language Arts and Math.
4. Utilize Lexia, Accelerated Reader, Starfall, IXL, Freckle, Read Naturally, SIPPS, and Wonders/Math Expressions differentiated technology components to increase student reading/language arts fluency, comprehension, and math skills at individualized levels.
5. Provide opportunities for students to receive targeted after school intervention with certificated staff.
6. Utilize RSP teacher/aide daily for RSP and RTI interventions.
7. Purchase supplemental tier 3 RTI programs for TK-6th grade students
8. Provide training opportunities for staff providing intervention services to students.

Measures:

Students receiving RTI services show growth in Pre/Post tests of RTI curriculum.

Students receiving RTI services show growth in STAR Early Literacy (1.5 years growth) and/or growth in STAR Reading Supplemental materials purchased/obtained

Teachers/Instructional Aides trained in intervention programs

People Assigned:

RSP teacher
 Teachers/Staff
 ELD teacher
 Principal
 Instructional Aide
 Migrant Aide

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
825	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 1000-1999: Certificated Personnel Salaries Subs for SSTs
1500.00	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 5800: Professional/Consulting Services And Operating Expenditures Tier 3 RTI Intervention Programs
99	ESSA-Title I, Part A, Basic Grants Low Income and Neglected 3000-3999: Employee Benefits Subs for SSTs (Benefits)

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$61183
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$108,804.00

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	\$61,183.00

Subtotal of additional federal funds included for this school: \$61,183.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
Discretionary	\$24,450.00
Lottery: Unrestricted	\$10,424.00
Site Supplemental & Concentration	\$12,747.00

Subtotal of state or local funds included for this school: \$47,621.00

Total of federal, state, and/or local funds for this school: \$108,804.00

Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
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Expenditures by Funding Source

Funding Source	Amount
Discretionary	24,450.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	61,183.00
Lottery: Unrestricted	10,424.00
Site Supplemental & Concentration	12,747.00

Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	29,795.00
2000-2999: Classified Personnel Salaries	6,730.00
3000-3999: Employee Benefits	10,472.00
4000-4999: Books And Supplies	39,172.00
5000-5999: Services And Other Operating Expenditures	1,800.00
5800: Professional/Consulting Services And Operating Expenditures	20,835.00

Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
2000-2999: Classified Personnel Salaries	Discretionary	200.00
4000-4999: Books And Supplies	Discretionary	19,650.00
5800: Professional/Consulting Services And Operating Expenditures	Discretionary	4,600.00

1000-1999: Certificated Personnel Salaries	ESSA-Title I, Part A, Basic Grants Low Income and Neglected	29,795.00
2000-2999: Classified Personnel Salaries	ESSA-Title I, Part A, Basic Grants Low Income and Neglected	6,530.00
3000-3999: Employee Benefits	ESSA-Title I, Part A, Basic Grants Low Income and Neglected	10,472.00
4000-4999: Books And Supplies	ESSA-Title I, Part A, Basic Grants Low Income and Neglected	5,661.00
5000-5999: Services And Other Operating Expenditures	ESSA-Title I, Part A, Basic Grants Low Income and Neglected	500.00
5800: Professional/Consulting Services And Operating Expenditures	ESSA-Title I, Part A, Basic Grants Low Income and Neglected	8,225.00
4000-4999: Books And Supplies	Lottery: Unrestricted	8,914.00
5000-5999: Services And Other Operating Expenditures	Lottery: Unrestricted	1,000.00
5800: Professional/Consulting Services And Operating Expenditures	Lottery: Unrestricted	510.00
4000-4999: Books And Supplies	Site Supplemental & Concentration	4,947.00
5000-5999: Services And Other Operating Expenditures	Site Supplemental & Concentration	300.00
5800: Professional/Consulting Services And Operating Expenditures	Site Supplemental & Concentration	7,500.00

Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	7,200.00
Goal 2	15,834.00
Goal 3	14,023.00
Goal 4	49,552.00
Goal 5	14,211.00
Goal 6	5,560.00
Goal 7	2,424.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 1 Classroom Teachers
- 1 Other School Staff
- 4 Parent or Community Members

Name of Members	Role
Gabino Perez	Principal
Jennifer Stone	Parent or Community Member
Thelma Opicho	Parent or Community Member
Caitlyn De La Torre	Parent or Community Member
Elise Wootton	Classroom Teacher
Maria Rivera Garcia	Parent or Community Member
Esmeralda Rios Sanchez	Parent or Community Member
Sandra Martinez	Other School Staff

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

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

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature	Committee or Advisory Group Name
	English Learner Advisory Committee
	Other: PTA

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on 9/28/2022.

Attested:

	Principal, Gabino Perez on 9/28/2022
	SSC Chairperson, Caitlyn De La Torre on 9/28/2022

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Clarksburg Middle School	34674130112078	September 16, 2022	October 11, 2022

Purpose and Description

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

Schoolwide Program

The Delta High School and Clarksburg Middle School SPSA will describe a schoolwide program that will provide comprehensive support and improvement for all students.

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

ESSA requirements will be met by ongoing review of the SPSA and examination of student performance data by the School Site Council and staff and student and parent surveys and forums. Data review will include, but may not be limited to, attendance information, progress, mid-term, and final grade reports, formative assessments in all content areas and survey analysis. The SPSA will support all students in academic achievement, social and emotional well-being, and professional learning for the staff and will include strategies and plans to help mitigate the learning loss that students faced during the COVID-19 pandemic. The SPSA goals of Clarksburg Middle School are in alignment with the LCAP goals of the River Delta Unified School District (RDUSD) and the CA state LCAP priority goals.

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Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Two surveys were completed in 2021-2022 to include students and parents of Clarksburg Middle School to better understand parent perception of staff, courses, and other areas that affect the operations of the school and the education of their children. There was a significant perception that learning loss and mental health were a concern for parents. Parents also viewed the communication between the schools and the parents as needing improvement with suggestions to include bringing back parent/teacher night and keeping Aeries and ParentSquare updated. Parents expressed gratitude for the survey and appreciated the opportunity to share their thoughts. Results and suggestions will be reflected in this site plan. Parent surveys included questions related to class offerings and skills needed for high school and beyond, student expectations, safety of campus, parent involvement in education, communication with staff and administration, and respect and care of staff to students. Ninety percent of the questions were overwhelmingly marked as positive and six of those categories had a rating of "unsure" related to the achievement of Student Learning Outcomes (SLO), using achievement data to determine instructional programs, providing targeted supports to subgroups, and serving our diverse student population with appropriate programs. Student surveys included questions related to student expectations, campus safety, student input and student concerns; academic counseling and A-G requirements, teacher quality, student success and support, course offerings, and career readiness/exploration, opportunities to grow and develop as an individual, productive citizen, and non-academic opportunities. In all responses, students either agreed or somewhat agreed to the statements, with the response of neutral being marked as the second highest response.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Classroom observations of all interns and probationary 1 took place formally three times with a post-observation meeting following all formal observations. All observations were completed in-person. In addition, a fourth, final observation was conducted and also followed with post-observation conference to provide the teacher with a summative performance appraisal. Probationary 2 teachers followed this same process, however, they were only observed three times the entire year, including the final, summative observation. Formal observations of all staff, whether tenured or probationary, were completed this school year.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

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

Due to COVID-19, SBAC testing was suspended for the 2019-2020 and for the 2020-2021 school year; therefore, comparative data from 2019-20 to 2020-2021 was not available. All Delta High School students, with the exception of 12th graders, will be (Measure of Academic Progress) MAP testing as a measurement for learning this school year. Dashboard data from the 2018-2019 school year was used to plan this current School Plan for Student Achievement ((SPSA). English Language Proficiency Assessments for California (ELPAC) testing took place this year and student results will be analyzed to determine how to move forward with the English Learner (EL) students and move them to reclassification. The physical fitness testing (PFT) will be reinstated this year and MAP testing results will be collected for a Fall, Winter, and Spring testing session. Comparative data between the three testing sessions will be collected. Administration will use the data collected to analyze areas of strength and improvement and create a plan to address deficits. Smarter Balanced Assessment Consortium (SBAC) testing was also reinstated for this school year.

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

Students will participate in interim benchmark SBAC testing at least three times the upcoming year and data will be analyzed by staff during teacher collaboration. Teachers will meet in departments to analyze formative assessment data and will begin conversations to vertically align content information in all areas from 7th to 12th grade.

Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

Clarksburg Middle School has one open position for a credentialed teachers in Advancement Via Individual Determination (AVID) and Resource, with long-term subs filling those positions for the year. Clarksburg Middle School has 12 credentialed, full time teachers and two teacher interns. Clarksburg Middle School shares staff and administration with Delta High School. .

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

Teachers had the opportunity to participate in peer observations and professional development is constantly developing, evolving, and on-going for all staff. The focus for the upcoming year will be Common Core State Standards (CCSS) of all areas.

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

Teacher interns and new teachers participate in mentor coaching and a teacher induction program, and again, peer observations are encouraged by all teachers. Site trainings can include any and all trainings on ZOOM, Google Classroom and other software that is supported through district offerings. Teachers will continue to have opportunities for trainings of their interest level along with a professional learning calendar that will be created for the upcoming school year.

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

River Delta Unified School District (RDUSD) office provides multiple resources to assist staff in instructional practices: Common Core, English Language Development (ELD), Guided Language Acquisition Instruction (GLAD), Advanced Placement (AP), and others as determined by staff interest.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Teacher collaboration by departments will be held once or twice a month on early-out Wednesdays. Topics for discussion may include grading and the use of absolute zero, academic conversations/vocabulary, the difference between formative and summative assessments, to name a few. Other topics may replace this listed based on teacher/staff request and/or student need.

Teaching and Learning

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

This topic will be at the forefront of staff meetings. Teachers will look at content-area standards and be trained in using standards-based teaching and grading. Supplemental resources and materials are encouraged as the message "the textbook doesn't drive curriculum" will be the mantra. In addition, the collective commitments and student learning outcomes will also be reassessed and redefined.

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

NA

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

CMS has to a traditional block schedule for the 2022-23 school year and will continue that format in the future. Although staff were leery of this schedule at its onset, teachers have enjoyed having more instructional minutes per lesson but training on how to effectively teach on the block schedule may be appreciated. There is a concern that students in some classes struggle with this format. The block schedule will continue to be monitored to see if it best fits our students' needs.

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

All students have access to textbooks and other materials as needed for learning.

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

All students have access to these materials.

Opportunity and Equal Educational Access

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

Teachers offer individual help to students during lunch and after school and the mental health of our students is also assessed to understand what role mental health may play in the part of poor academic progress.

Evidence-based educational practices to raise student achievement

ELD standards will be shared with all teachers for this upcoming school year as well as continued coaching and feedback on teacher/student interactions. Academic outreach will continue for next year's schedule to provide individual support for students, both for intervention and enrichment through our Learning Center and support staff.

Parental Engagement

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

The school psychologist works closely with administration, teachers, and counselors to provide immediate assistance when needed. The school psychologist works with Rio Vista Care and will utilize their services if needed. The school nurse and health aide make home visits on a regular basis and have invaluable knowledge to share with school staff when appropriate. There is a full-time academic counselor that splits time with the high school on campus, an instructional aide who works directly with students in migrant education and a counselor specifically assigned to our migrant families as a part of the Migrant Ed program. Parents are encouraged to attend ELAC and DELAC meetings as well as Principal meetings at the site and other parent groups that support the school with resources and financial help. We also have added a social/emotional counselor to our staff beginning in 2022.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Parents, community members, and teachers are involved in many aspects of the school. Parents and students participate in the School Site Council, English Language Advisory Committee (both site (ELAC) and District (DELAC)), athletic and ag boosters, a very healthy Ag/FFA program. Parents are also involved for participation in the migrant Ed PAC (Parent Advisory Council) through the district.

Funding

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

Site supplemental and concentrated local control funds meet the needs of underperforming students.

Fiscal support (EPC)

Programs are supported through various grants, lottery, discretionary funds, and donations. Due to the COVID-19 pandemic, cuts to the budget will be likely and those cuts will negatively impact support for programs.

Stakeholder Involvement

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

Involvement Process for the SPSA and Annual Review and Update

The SPSA is created as a fluid, working 3-year document. Although the document began during the 2020-2021 school year, the return to in-person learning, the loss of direct, in person instruction, and turnover in staff was the drive in creating a new document to start this year. Delta High School will start the 2022-2023 school year with a new Principal and a new Vice Principal, so it is possible the document will continue to see change during this next year especially. The SPSA is created with the guidance of the School Site Council (SSC) who meet during the school year analyzing goals and tasks, refining and deleting goals for subsequent years, and creating surveys to best provide information needed for the next two years. Parent and student surveys were distributed for input as guiding components and parents, students, and staff represent all stakeholders as SSC members. The complete review and final approval will take place in October 2022.

Resource Inequities

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

Computers ineffective for student use, loss of enrollment, unable to utilize the Media Center/Library to the benefit of the students, teaching positions that were filled with long-term subs.

School and Student Performance Data

Student Enrollment Enrollment By Student Group

Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	18-19	19-20	20-21
Grade 7	86	93	75
Grade 8	107	85	88
Grade 9	82	95	71
Total Enrollment	275	273	234

Conclusions based on this data:

1. Enrollment in Clarksburg Middle School is decreasing with only 38 7th graders incoming for the 2022-2023 school year. That number should increase throughout the summer enrollment period if trends from previous years continue.

School and Student Performance Data

Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	18-19	19-20	20-21	18-19	19-20	20-21
English Learners	40	42	36	14.5%	15.4%	15.4%
Fluent English Proficient (FEP)	78	80	64	28.4%	29.3%	27.4%
Reclassified Fluent English Proficient (RFEP)	12	7	7	25.5%	17.5%	16.7%

Conclusions based on this data:

1.

School and Student Performance Data

CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 7	109	86	73	107	85	0	107	85	0	98.2	98.8	0.0
Grade 8	88	105	87	85	102	0	85	102	0	96.6	97.1	0.0
All Grades	197	191	160	192	187	0	192	187	0	97.5	97.9	0.0

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

2019-20 Data:

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

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 7	2521.	2525.		5.61	7.06		31.78	31.76		24.30	34.12		38.32	27.06	
Grade 8	2553.	2542.		8.24	9.80		40.00	25.49		31.76	40.20		20.00	24.51	
All Grades	N/A	N/A	N/A	6.77	8.56		35.42	28.34		27.60	37.43		30.21	25.67	

2019-20 Data:

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

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 7	14.02	12.94		38.32	47.06		47.66	40.00	
Grade 8	18.82	15.69		49.41	37.25		31.76	47.06	
All Grades	16.15	14.44		43.23	41.71		40.63	43.85	

2019-20 Data:

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

Writing									
Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 7	18.69	15.29		55.14	65.88		26.17	18.82	
Grade 8	17.65	14.71		58.82	58.82		23.53	26.47	
All Grades	18.23	14.97		56.77	62.03		25.00	22.99	

2019-20 Data:

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

Listening									
Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 7	5.61	9.41		61.68	61.18		32.71	29.41	
Grade 8	12.94	9.80		62.35	68.63		24.71	21.57	
All Grades	8.85	9.63		61.98	65.24		29.17	25.13	

2019-20 Data:

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

Research/Inquiry									
Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 7	22.43	20.00		56.07	55.29		21.50	24.71	
Grade 8	28.24	16.67		50.59	50.98		21.18	32.35	
All Grades	25.00	18.18		53.65	52.94		21.35	28.88	

2019-20 Data:

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

Conclusions based on this data:

1. CASSPP testing suspended since March of 2020. CASSPP was reinstated during the 2021-2022 school year.

School and Student Performance Data

CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 7	109	86	73	107	85	0	107	85	0	98.2	98.8	0.0
Grade 8	88	105	87	85	103	0	85	103	0	96.6	98.1	0.0
All Grades	197	191	160	192	188	0	192	188	0	97.5	98.4	0.0

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

2019-20 Data:

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

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 7	2510.	2498.		8.41	2.35		23.36	27.06		25.23	27.06		42.99	43.53	
Grade 8	2540.	2508.		10.59	7.77		18.82	16.50		31.76	23.30		38.82	52.43	
All Grades	N/A	N/A	N/A	9.38	5.32		21.35	21.28		28.13	25.00		41.15	48.40	

2019-20 Data:

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

Concepts & Procedures Applying mathematical concepts and procedures										
Grade Level	% Above Standard			% At or Near Standard			% Below Standard			
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	
Grade 7	13.08	3.53		37.38	44.71		49.53	51.76		
Grade 8	12.94	8.74		44.71	32.04		42.35	59.22		
All Grades	13.02	6.38		40.63	37.77		46.35	55.85		

2019-20 Data:

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

Problem Solving & Modeling/Data Analysis									
Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 7	12.15	12.94		48.60	44.71		39.25	42.35	
Grade 8	20.00	14.56		49.41	47.57		30.59	37.86	
All Grades	15.63	13.83		48.96	46.28		35.42	39.89	

2019-20 Data:

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

Communicating Reasoning									
Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 7	8.41	4.71		57.94	64.71		33.64	30.59	
Grade 8	11.76	10.68		64.71	55.34		23.53	33.98	
All Grades	9.90	7.98		60.94	59.57		29.17	32.45	

2019-20 Data:

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

Conclusions based on this data:

1. CASSPP testing suspended since March of 2020. CASSPP was reinstated during the 2021-2022 school year.

School and Student Performance Data

ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
7	1550.9	1527.3	*	1551.2	1511.2	*	1550.3	1542.8	*	13	17	10
8	*	*	1535.2	*	*	1510.5	*	*	1559.2	*	9	13
9	*	*	1548.6	*	*	1530.4	*	*	1566.5	*	7	14
All Grades										31	33	37

2019-20 Data:

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

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
7	*	23.53	*	*	29.41	*	*	41.18	*		5.88	*	13	17	*
8	*	*	15.38	*	*	38.46	*	*	30.77		*	15.38	*	*	13
9	*	*	7.14	*	*	50.00	*	*	28.57		*	14.29	*	*	14
All Grades	35.48	12.12	13.51	35.48	33.33	43.24	*	45.45	27.03		9.09	16.22	31	33	37

2019-20 Data:

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

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
7	*	17.65	*	*	47.06	*		29.41	*		5.88	*	13	17	*
8	*	*	0.00	*	*	53.85	*	*	30.77		*	15.38	*	*	13
9	*	*	28.57	*	*	28.57		*	35.71		*	7.14	*	*	14
All Grades	41.94	15.15	16.22	54.84	36.36	43.24	*	39.39	29.73		9.09	10.81	31	33	37

2019-20 Data:

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

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
7	*	11.76	*	*	29.41	*	*	35.29	*	*	23.53	*	13	17	*
8	*	*	15.38	*	*	38.46	*	*	30.77		*	15.38	*	*	13
9		*	7.14	*	*	42.86	*	*	21.43	*	*	28.57	*	*	14
All Grades	*	9.09	10.81	41.94	27.27	40.54	35.48	42.42	27.03	*	21.21	21.62	31	33	37

2019-20 Data:

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

Listening Domain Percentage of Students by Domain Performance Level for All Students													
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students			
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	
7	*	17.65	*	*	70.59	*			11.76	*	13	17	*
8	*	*	15.38	*	*	76.92			*	7.69	*	*	13
9	*	*	14.29	*	*	71.43			*	14.29	*	*	14
All Grades	35.48	9.09	13.51	64.52	72.73	72.97			18.18	13.51	31	33	37

2019-20 Data:

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

Speaking Domain Percentage of Students by Domain Performance Level for All Students													
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students			
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	
7	*	29.41	*	*	52.94	*			17.65	*	13	17	*
8	*	*	30.77	*	*	53.85			*	15.38	*	*	13
9	*	*	28.57	*	*	57.14			*	14.29	*	*	14
All Grades	70.97	27.27	35.14	*	57.58	51.35			15.15	13.51	31	33	37

2019-20 Data:

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

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
7	*	11.76	*	*	41.18	*	*	47.06	*	13	17	*
8	*	*	30.77	*	*	23.08	*	*	46.15	*	*	13
9		*	21.43	*	*	50.00	*	*	28.57	*	*	14
All Grades	*	9.09	24.32	45.16	42.42	37.84	41.94	48.48	37.84	31	33	37

2019-20 Data:

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

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
7	*	0.00	*	*	94.12	*		5.88	*	13	17	*
8	*	*	0.00	*	*	100.00		*	0.00	*	*	13
9	*	*	0.00	*	*	92.86		*	7.14	*	*	14
All Grades	38.71	9.09	5.41	61.29	84.85	89.19		6.06	5.41	31	33	37

2019-20 Data:

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

Conclusions based on this data:

- 1.

School and Student Performance Data

Student Population

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

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

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

2020-21 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
234	53.4	15.4	This is the percent of students whose well-being is the responsibility of a court.
This is the total number of students enrolled.	This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2019-20 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	36	15.4
Foster Youth		
Homeless	10	4.3
Socioeconomically Disadvantaged	125	53.4
Students with Disabilities	29	12.4

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	3	1.3
American Indian or Alaska Native		
Asian	2	0.9
Filipino	2	0.9
Hispanic	140	59.8
Two or More Races	11	4.7
Native Hawaiian or Pacific Islander	2	0.9
White	74	31.6

Conclusions based on this data:

1.

School and Student Performance Data

Overall Performance

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

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

2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<p data-bbox="186 699 480 730">English Language Arts</p>  <p data-bbox="289 779 378 810">Orange</p>	<p data-bbox="673 699 948 730">Chronic Absenteeism</p>  <p data-bbox="768 779 857 810">Yellow</p>	<p data-bbox="1179 699 1398 730">Suspension Rate</p>  <p data-bbox="1260 779 1323 810">Red</p>
<p data-bbox="251 896 415 928">Mathematics</p>  <p data-bbox="289 976 378 1008">Orange</p>		

Conclusions based on this data:

- 1.

School and Student Performance Data

Academic Performance English Language Arts

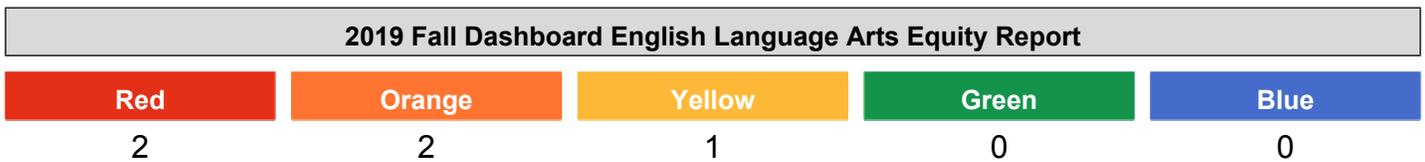
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group		
<p>All Students</p> Orange 22.3 points below standard Maintained ++0.4 points 182	<p>English Learners</p> Red 72.5 points below standard Declined -6.6 points 57	<p>Foster Youth</p> No Performance Color 0 Students
<p>Homeless</p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 9	<p>Socioeconomically Disadvantaged</p> Orange 38.3 points below standard Maintained -0.7 points 107	<p>Students with Disabilities</p> Red 84.1 points below standard Maintained -2.1 points 31

2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1
Hispanic	Two or More Races	Pacific Islander	White
 Orange 39.6 points below standard Maintained ++2.4 points 112	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 Yellow 7.4 points above standard Declined -9 points 63

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
97.8 points below standard Increased ++6.2 points 25	52.8 points below standard Declined -6.3 points 32	4.1 points below standard Maintained ++2.8 points 103

Conclusions based on this data:

- 1.

School and Student Performance Data

Academic Performance Mathematics

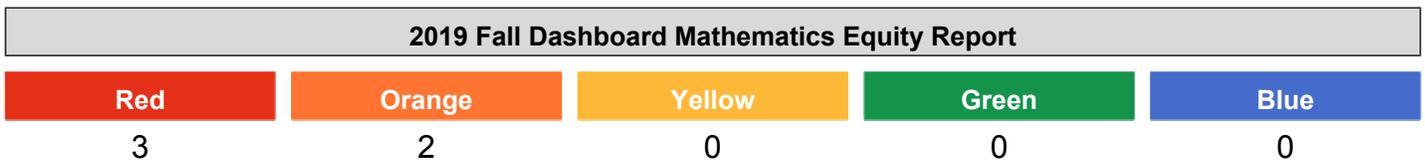
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To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group		
<p>All Students</p> Orange 69.9 points below standard Declined Significantly -18.1 points 182	<p>English Learners</p> Red 126.4 points below standard Declined Significantly -18.5 points 57	<p>Foster Youth</p>
<p>Homeless</p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 9	<p>Socioeconomically Disadvantaged</p> Red 96.3 points below standard Declined Significantly -25.4 points 107	<p>Students with Disabilities</p> Red 130.6 points below standard Declined Significantly -18.1 points 31

2019 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
			 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1
Hispanic	Two or More Races	Pacific Islander	White
 Orange 91.3 points below standard Declined Significantly -17.8 points 112	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 Orange 34 points below standard Declined Significantly -22.4 points 63

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
147.5 points below standard Declined -5.8 points 25	109.8 points below standard Declined Significantly -19.3 points 32	44.1 points below standard Declined Significantly -16.4 points 103

Conclusions based on this data:

- 1.

School and Student Performance Data

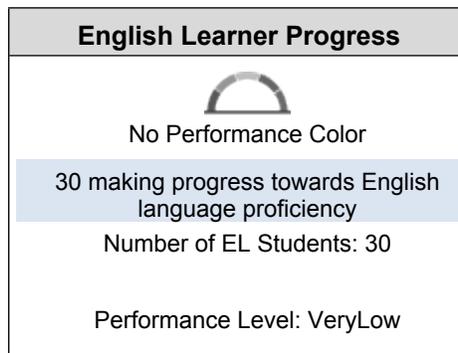
Academic Performance English Learner Progress

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

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

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

2019 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

2019 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
26.6	43.3	6.6	23.3

Conclusions based on this data:

- 1.

School and Student Performance Data

Academic Performance College/Career Measures Only Report

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

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

Number and Percentage of Students in the Combined Graduation Rate and/or Dashboard Alternative School Status (DASS) Graduation Rate by Student Group		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

Advanced Placement Exams – Number and Percentage of Four-Year Graduation Rate Cohort Students

Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the four-year graduation rate cohort by student group who scored 3 or higher on at least two Advanced Placement exams.

International Baccalaureate Exams – Number and Percentage of Four-Year Graduation Rate Cohort

Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the four-year graduation rate cohort by student group who scored 4 or higher on at least two International Baccalaureate Exams.

Completed at Least One Career Technical Education (CTE) Pathway – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

Completed a-g Requirements – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the University of California (UC) or California State University (CSU) a-g criteria with a grade of C or better (or Pass).

Completed a-g Requirements AND at Least One CTE Pathway – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the UC or CSU a-g criteria with a grade of C or better (or Pass) AND completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

Completed College Credit Courses – Number and Percentage of All Student Students Completing One Semester, Two Quarters, or Two Trimesters of College Credit Courses		
Student Group	Number of Students	Percent of Students
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

Completed College Credit Courses – Number and Percentage of All Student Students Completing Two Semesters, Three Quarters, or Three Trimesters of College Credit Courses

Student Group	Number of Students	Percent of Students
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

Earned the State Seal of Biliteracy – Number and Percentage of All Students

Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who earned the State Seal of Biliteracy.

Conclusions based on this data:

1. Not an indicator at the middle school level.

School and Student Performance Data

Academic Engagement Chronic Absenteeism

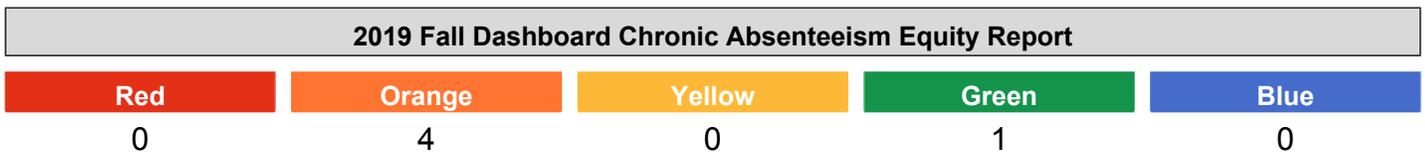
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2019 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
<p>All Students</p> Yellow 5.6 Maintained 0 198	<p>English Learners</p> Orange 15.2 Increased +8.9 33	<p>Foster Youth</p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0
<p>Homeless</p> No Performance Color 18.2 11	<p>Socioeconomically Disadvantaged</p> Orange 8.5 Increased +4.2 118	<p>Students with Disabilities</p> Orange 11.1 Increased +11.1 36

2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1
Hispanic	Two or More Races	Pacific Islander	White
 Orange 5.7 Increased +1.8 123	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 Green 5.9 Declined -2.7 68

Conclusions based on this data:

1. No data available since 2019 due to the COVID-19 pandemic

School and Student Performance Data

Academic Engagement Graduation Rate Additional Report

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

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

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

Conclusions based on this data:

1. Not an indicator in middle school.

School and Student Performance Data

Conditions & Climate Suspension Rate

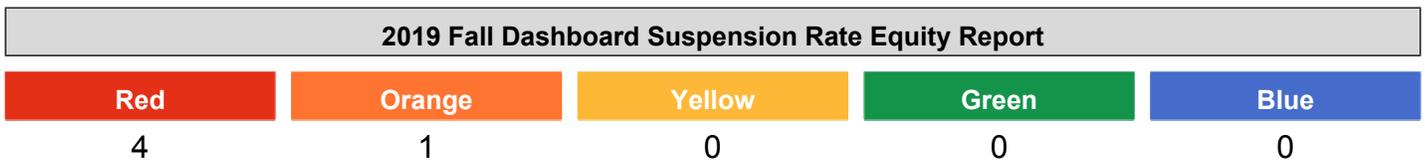
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group		
<p>All Students</p> <p>Red</p> <p>16.7</p> <p>Increased Significantly +10.4</p> <p>288</p>	<p>English Learners</p> <p>Red</p> <p>32.6</p> <p>Increased +28.5</p> <p>43</p>	<p>Foster Youth</p>
<p>Homeless</p> <p>No Performance Color</p> <p>47.1</p> <p>17</p>	<p>Socioeconomically Disadvantaged</p> <p>Red</p> <p>22.2</p> <p>Increased Significantly +15.1</p> <p>171</p>	<p>Students with Disabilities</p> <p>Red</p> <p>26</p> <p>Increased +18.9</p> <p>50</p>

2019 Fall Dashboard Suspension Rate by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data 3			 No Performance Color Less than 11 Students - Data 2
Hispanic	Two or More Races	Pacific Islander	White
 Red 20.8 Increased Significantly +16.3 173	 No Performance Color Less than 11 Students - Data 5	 No Performance Color Less than 11 Students - Data 3	 Orange 8.8 Increased +1 102

This section provides a view of the percentage of students who were suspended.

2019 Fall Dashboard Suspension Rate by Year

2017	2018	2019
	6.2	16.7

Conclusions based on this data:

- There will be an increase in suspensions for the 2021-2022 school year. Social interaction and conflict management were issues at Clarksburg Middle School during the 2021-2022 school year and suspensions, along with other solutions for intervention, increased during this school year.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 1--Basic Services (Conditions of Learning)

LEA/LCAP Goal

RDUSD LCAP Goal 3--Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction

Goal 1

By the end of the 2023-2024 school year, 100% of all school computer labs and chromebook carts will have updated computers and software applicable for use by all classroom teachers.

Identified Need

Goal Statement:

The use of technology by both students and staff at Clarksburg Middle School is increasing as standardized testing, classroom textbooks and supplemental resources, student diagnostic testing, and opportunities for students to be involved in extra-curricular activities are moving to digital platforms.

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

Purchase orders, teacher requests for supplemental instructional materials, observation and walk-throughs of site classrooms and facilities, technology surveys of staff and submitted work orders to Datapath, work order submitted to MOT, the non-use of school computer labs, non-working desktops and laptop computers.

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

Analyze completed work orders with MOT and DataPath, analyze computer-lab sign up requests, technology concerns and issues with Chromebooks vs. desktop computers

Strategy:

Work with SSC, instructional staff, booster groups, parents, and community to determine needs and to replace outdated and non-working equipment that cannot be salvaged

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

Desktop computers cannot be effectively used by staff as computers are outdated and cannot accommodate newer versions of software and internet needs. Standards in one elective class were unable to be met due to lack of desktop computers.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Make improvements to technology to support all students' access to course material, activities, and to develop students' technology skills

Strategy/Activity

Task:

Provide any tech accessories that may be needed (headsets, adapters, monitors, printers, etc.)
Train all staff on how to submit help tickets for technology issues to keep computers and tech in working order
Log and track all hardware and accessories checked out to staff and/or students
Upgrade desktop computers in labs and classrooms
Work with DataPath to take inventory of all tech equipment and include longevity status for that inventory
Repair/Provide general maintenance on projectors (bulbs, etc.)

Measures:

Technology surveys
DataPath help desk ticket monitoring
Technology logs to track student/teacher use

People Assigned:

District Office MOT
DataPath District Tech Vendor
Teachers
Students/Parents
Secretaries

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
2000.00	General Fund Technology accessories/Software
8,930.00	Site Supplemental & Concentration Desktop computers at CMS computer lab

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 1--Basic Services (Conditions of Learning)

LEA/LCAP Goal

RDUSD LCAP Goal 3--Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction

Goal 2

By the end of the 2023-2024 school year, 100% of the instructional materials, office supplies and equipment will be maintained and restocked and curriculum needs in all content areas will be reviewed for applicability to 21st century learning and to support all students' academic achievement.

Identified Need

Goal Statement:

Clarksburg Middle School students and staff will be provided with equipment, curriculum, instructional and support materials to support all students in increased academic achievement.

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

Purchase order requests, conversations with teachers regarding curriculum needs, classroom observations and walkthroughs, work order requests for office equipment, secretarial input on needed office equipment.

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

Teacher surveys, collaborative conversations with teachers regarding effectiveness from curriculum improvements and office staff regarding effectiveness of equipment and frequency of ordering.

Strategy:

Inventory of textbooks/classroom materials to include year of publication and technology resources available, analysis of Clever supplemental materials provided, monitor the use of paper copies vs. digital use of materials.

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

Teachers are having to create curriculum without relevant materials, the use of ParentSquare and Google Classroom have changed the way the school and teachers communicate and use resources for instruction.

People Assigned:

Teachers

Students

Administration

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Purchase instructional materials and supplies and maintain leases on all office equipment to support achievement for all students

Strategy/Activity

Task:

Purchase student planners

Maintain and restock all instructional materials to include paper, toner, writing instruments

Review department budgets

Maintain lease and contract service agreements and maintain all supplies

Measures:

Student feedback on the importance/relevancy of student planner

Monitor teacher materials/classroom requests

People Assigned:

Secretaries

Teachers

Administration

Students

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1800.00

Source(s)

General Fund

Student Planners

1800.00

General Fund

Teacher specific classroom requests

10,000

General Fund

Copier and Printer Supplies

Lease payments for copier

Riso service contract

Office supplies, paper, and postage

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

All students will have relevant curriculum and resources to support 21st c. learning and academic achievement.

Strategy/Activity

Task:

Inventory all curriculum resources currently available in all content areas taking note of edition number and supplemental resources available
Continue with textbook adoption cycle
Explore other resources for learning (digital, novels, magazines, websites, etc.)

Measures:

Review of inventory lists
Curriculum council meetings and results
Track the use of non-textbook resources for learning

People:

Administration
Teachers
Chief of Ed Services

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 2 - State Standards (Conditions of Learning)

LEA/LCAP Goal

RDUSD LCAP Goal 2--Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12

Goal 3

By the end of the 2023-2024 school year, all credentialed teachers will have participated in a minimum of four (4) site-based professional learning offerings focused on standards-based learning.

Identified Need

Goal Statement:

Professional learning is needed to refine teaching skills and to improve the academic achievement for students.

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

Non-staff meeting days are not designated as professional learning and professional learning days should be embedded in the calendar.

MAP scores show that there is little progress in increase of students to higher levels of proficiency in both Math and ELA

Student and parent survey results

AP test results

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

MAP scores for subsequent years, teacher exit surveys on professional learning opportunities, student and parent surveys on standards-based learning and grading, analysis of SBAC scores for subsequent years using 2021-2022 as the baseline.

Strategy:

Standards-based grading and learning will kick off the professional learning at teacher preservice days.

Teachers will define a minimum of 4 standards per quarter in order to apply skills learned

ELD standards will be shared with all staff

Teacher goals and objectives will include one goal on using content-area standards for teaching and learning

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

Student grades earned are not always a good indicator of proficiency in course content; Progress of EL students to RFEP is not progressing, continuous and relevant training and materials are needed for effective implementation of standards and standards-based learning. COVID 19 had stalled the introduction and training in this area and the work in this area needs to continue.

People Assigned:

Teachers
 Students
 Administration
 Chief of Ed Services

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All students with emphasis on the EL subgroup

Strategy/Activity

Task:

Use preservice days for standards-based training
 Provide teacher collaboration time by grade level and/or subject area to work on planning for standards-based teaching and grading
 Provide opportunities for staff to attend standard-based trainings outside the district or bring in an outside trainer

Measures:

Staff attendance and participation in standards-based learning, classroom observations/walkthroughs identifying standards-based lessons, peer collaboration and peer classroom visits

People Assigned:

Ed Services Officer
 ELD Teachers
 Teachers
 Administration

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

200.00

General Fund

Paperback books for PD on standards-based learning and grading; Marzano resources; A Teacher's Guide to Standards-Based Learning

1500.00

General Fund

Sub-coverage for teacher release time for attendance in relevant trainings

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 4 - Pupil Achievement (Pupil Outcomes)

LEA/LCAP Goal

RDUSD LCAP Goal 1--Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

Goal 4

By the end of the 2023-2024 school year, 80% of all students, including those in all subgroups, will have improved by one (1) level on both the Math and ELA CAASPP

Identified Need

Goal Statement:

Mitigating the learning loss of all students and all subgroups is still a critical need and the academic focus for all students in all subgroups should be on improvement for each student from their baseline level.

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

MAP and SBAC results from prior years (SBAC) and prior and current year (MAP)

D/F rate

Standardized testing data (ELPAC, and RFEP)

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

Grade analysis discussions in staff collaboration

Formative and summative assessment analysis

2021-2022 SBAC Data

Strategy:

Four Essential Questions from PLC

Informal observation walk-throughs to include teacher/student interaction and student engagement levels

Counselor communication with students and parents regarding academic plans during middle school and as 9th grade year starts

Deliberate development of formative assessments based on standards

Incorporate ELD strategies across all content areas

Provide collaboration between Special Education and General Education teachers

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

Too many students are not passing grade level classes

Middle school students do not believe their education and grades "count for anything" during this time

There are too many students not reclassifying as RFEP

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All students to receive best first instruction and expectations for high academic achievement

Strategy/Activity

Task:

Lesson standards and lesson objective to be posted in all classrooms everyday
Intervention on regular school days
Post all grade reporting dates at the beginning of the year for both parents and students
Daily bulletin announcements to focus on motivation/mental health/grit
Celebrations for all students in a variety of academic achievements/attendance/improvement
Establish and train staff on a student referral system for targeted student support including SST referral, not met in Tier 1 of MTSS
MTSS training for staff
Institute college/career spirit/awareness--High school fair
Site discussion on grading, late work, and participation
Develop ways for students to see the "big picture" of high school
Teacher to teacher observations, sharing, collaboration to discuss student achievement and teaching practices
Review formative assessment data throughout the term

Measures:

Grade reports
Track type of and number of students participating in academic celebrations
Number of students on honor roll

People Assigned:

Leadership Team
Students
SSC/Parents
Administration
Counselor
Teachers

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	General Fund Support materials for student academic recognition (ie medals, certificate paper, sashes, buttons, stickers, diplomas, etc.)
500.00	General Fund High School Fair or similar

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Assessment, data collection, analysis of content-area grade data for all students to determine targeted support for EL, socioeconomically disadvantaged students, and/or students receiving special education services

Strategy/Activity

Task:

Deliberate development of formative and summative assessments
 All teachers to utilize multiple checks for understanding during every class period, every school day
 Student self-reflection/assessment of engagement/participation for every class
 Use SBAC and MAP interim/benchmark testing and analyze the data
 Use the data to modify instruction and to identify students that are struggling with , nearly to, and exceeding proficiency (Four Essential Questions)

Measures:

Results of formal and informal assessment measures
 Interim/benchmark testing results
 Student referrals to SST, counselor, school psychologist
 Informal administrative class walkthroughs
 Student engagement observational data

People Assigned:

Teachers
 Administration
 Counselor
 Secretaries
 School Psychologist
 Social Worker

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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1000.00

Site Supplemental & Concentration

Expenses related to training/developing/analyzing assessments and its use

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

Schoolwide Learner Outcomes (SLO) will serve as the foundation for college and career readiness for all students

Strategy/Activity

Task:

Review and refine SLO with all staff during preservice days at the beginning of every school year
Teacher collaboration on how the SLO can be weaved into content-specific lessons, goals, standards

SLO will be shared with parents and the community and all student groups on campus
Use SLO as a means of student accountability for academics, behavior, and responsibility
Rewrite the community service form to account for application of SLO

Measures:

Teacher/student/parent input surveys
Analysis of community service submissions

People Assigned:

Registrar
Counselor
Teachers
Students
Parents
Community
Administration

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

100.00

Source(s)

General Fund

Budget for creation/refinement of SLO, copies, distribution of SLO

Strategy/Activity 4

Students to be Served by this Strategy/Activity

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

All student that are struggling with Ds and/or Fs will have opportunities for academic support

Strategy/Activity

Task:

Actively invite students to enroll in ELA and Math Academies during the Summer Session of 2022
Utilize the media center as an academic resource center
Improve the use of student/adult check-ins for academic support
Explore a partnership with the Clarksburg Library for programs

Measures:

Compare enrollment data for students in Summer credit recovery of 2021 and 2022
Participation data of students attending credit recovery embedded during the school day
Participation data of students attending outside academic support

People Assigned:

Students
Teachers
Counselors
Community
Parents
Chief of Ed Services

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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Strategy/Activity 5

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 5--Pupil Engagement (Engagement)

LEA/LCAP Goal

RDUSD LCAP Goal 5--Foster a school and district culture that ensures academic, social and emotional well-being for all students.

Goal 5

By the end of the 2023-2024 school year, 90% of all students will report via student surveys that they feel safe at school, feel a sense of belonging and value, and have improved their mental health.

Identified Need

Goal Statement:

The feeling of loss and isolation continues for Clarksburg Middle School students post-COVID-19. Students are still lacking basic social skills, conflict resolution, and coping strategies for academic success and positive mental health.

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

Attendance/Tardy data

Discipline referrals and suspension/expulsion data

Number of students with multiple Ds and/or Fs

Number of students failing 1 or more classes

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

Continue with grade comparison data for the current year and the previous year

Track graduation rate/credit recovery participants

Strategy:

Build student/adult connections

Offer opportunities for mental health improvements, resources

Work on incorporating SEL curriculum/activities for all students

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All students will build genuine connections with at least one adult throughout their three years at Clarksburg Middle School

Strategy/Activity

Task:

Provide strategies for non-instructional, classified staff to connect with students.
Professional learning opportunities for staff on personal bias.
Teacher collaboration activities/professional learning to understand student by name and need.
Give access to "Interventions" in Aeries to all certificated staff

Measures:

Staff/student check-in
CA Healthy Kids Survey or comparable
Number of students requesting counselor appointments
Monitor discipline referrals
Teacher self-reflection questions

People Assigned:

All staff

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

500.00

Site Supplemental & Concentration

Training materials for staff on personal bias, cultural understanding or similar

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

All students will continue with opportunities for counseling, mediation, and support with intangible issues such as bullying, gossip, rumors, etc.

Strategy/Activity

Task:

Reorganize counseling department protocols to balance job duties and student/parent responsibilities
Support the mental health club with resources
Explore opportunity for Migrant Ed counselor to be a visible presence on campus
Explore peer mediators, a peer mediation class, etc.
Determine if any community resources are available for students
Continue use of the StopIt! App and train students/parents/community on its purpose and use
Provide a second counselor with an appropriate space for meeting and engagement

Measures:

Collaboration with counselor to determine effectiveness of new counseling department restructuring
Participation and visibility of Mental Health Club
Survey interest on peer mediation class and/or peer mediation club/training/etc.
Analysis of StopIt! investigations with results

People Assigned:
Counselors
Special Services Director
Teachers
Students
Community
Administration

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1000.00

Source(s)

General Fund

Support and resources for mental health

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

Increase number of students that are involved in non-classroom activities for all students

Strategy/Activity

Task:

Ensure that all students understand the role of MS Leadership/ASB for 9th graders
Create a list of all activities/clubs/sports for student involvement and distribute to school
Provide intramurals to engage all students in physical activity
Increase the number of "no-cut" sports
Provide incentives for student attendance at school events (student seating section, free entry, etc.)
Provide transportation for athletes, band, drama students
Offer additional sports as applicable

Measure:

Student survey
Monitor the intramural format/participation
Identify the "no-cut" sports at the beginning of the year

People Assigned:

Athletic Director
Coaches
Club advisors
ASB teacher
Administration
Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
6200.00	General Fund Athletic and other stipends
8467.00	Lottery: Unrestricted Transportation costs for sports/activities and other related expenses

Strategy/Activity 4

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 3 - Parent Involvement (Engagement)

LEA/LCAP Goal

RDUSD LCAP Goal 4--Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement.

Goal 6

By the end of the 2023-2024 school year, 80% of the student families will report their participation and active engagement in a minimum of 3 school events during one school year.

Identified Need

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

Observational data and parent registration/sign-in for events, correspondence from parents to teachers, the number of parent/teacher meetings that had to be rescheduled, demographic data of parents that do attend/participate at school or for school events

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

Observation, attendance/enrollment sheets, parent group membership data, parent surveys, home visits,

Strategy:

Continue to educate parents on academic/education vocabulary, transcript usage and increase communication to all parents about all events on campus, opportunities to volunteer, parent surveys to determine the "why" parents are not or cannot attend school functions

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All students but with targeted support to EL and Latino families and those from a disadvantaged socioeconomic status

Strategy/Activity

Task:

Hold multiple venues for parents to communicate with teachers and administration at the feeder elementary schools

Parent University membership/classes on Aeries, Google Classroom, ParentSquare, and other topics related to academic success
 Communicate all academic student milestones (progress reports, grades, athletic/extra-curricular eligibility)
 Improved communication to home to alert parents of any concerns affecting learning
 Increase the amount of home visits
 Increase visibility of the school counselors and help to develop relationships
 Create a parent message center from counseling department at the school site
 Provide Spanish-speaking translators and utilize the translation radios for events on campus
 Reinstate the use of parent volunteers on the campus

Measures:

Parent surveys and parent participation at events
 Student grade data, teacher communication log

People Assigned:

Teachers
 Parents
 Administration

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Site Supplemental & Concentration Transportation costs to other sites/van usage
750.00	Site Supplemental & Concentration Teacher incentives for after-contract hours parent events not built into school calendar
100.00	Site Supplemental & Concentration Parent communication supplies for counseling/translation services

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 5--Pupil Engagement (Engagement)

LEA/LCAP Goal

RDUSD LCAP Goal 5--Foster a school and district culture that ensures academic, social and emotional well-being for all students

Goal 7

By the end of the 2023-2024 school year, Clarksburg Middle School will be able to show/explain a minimum of two (2) building improvement areas that were made to the campus and four (4) improvements to safety procedures

Identified Need

Goal Statement:

Improvements to the Clarksburg Middle School campus are imperative for the safety, security, and increased positivity in school climate.

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

Site campus walkthroughs

Work orders requested to the MOT department

Increase in multiple requests for same/similar issues in different parts of the campus

Parent feedback

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

Work order requests, site campus walk-throughs, community/parent feedback

Strategy:

Continue with work order requests

Continue use of StopIt! App to report vandalism

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

The number of issues/concerns is increasing from year to year, parents/students are embarrassed at the lack of improvements to the school, visiting schools comment of the physical appearance of the school

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Strategy/Activity 4

Students to be Served by this Strategy/Activity

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

All students will be the recipient of physical improvements to the school

Strategy/Activity

Task:
Site walkthroughs and work orders completed for any issues
Involvement with school stakeholders and board in regards to bond measures and expenditures
Improve safety plan and knowledge of safety procedures for all staff and students
Improve consistency of safety drills throughout the school year
Update all emergency folders, evacuation routes
Use pre-service days to practice safety protocols
Increase the amount of supervision during the school day

Measures:
Work order requests
Level of communication with expenditures of bond money

People Assigned:
MOT
Administration
Students
Parents
All staff

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2000.00

General Fund
Stipend for campus supervisors if not voluntary

Strategy/Activity 5

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 7--Course Access (Conditions of Learning)

LEA/LCAP Goal

RDUSD LCAP Goal 1--Improve and support student learning to close achievement gap and ensure all students who graduate are college and career ready.

Goal 8

By the end of the 2023-2024 school year, 100% of all students will demonstrate critical-thinking and problem-solving skills needed for success in high school as they exit their 9th grade year as determined by an exit survey.

Identified Need

Goal Statement:

Clarksburg Middle School students will enroll in courses and will have opportunities to develop skills needed as they move through 7th through 9th grade.

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

Course request forms participation in extra-curricular events and number of students that earn awards during events, number of students starting clubs,, increase in the number of sections of hands-on classes such as Ag, Art, and Music.

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

Honor roll, grade data, student interest surveys, exit tasks

Strategy:

Offer courses based on student interest, explore ways to increase staffing, refine and weave Student Learner Outcomes in the school culture

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

Students have a wide variety of interests and skills and Clarksburg Middle School should work to develop all skills that will lead to increased success in high school.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Increase participation in electives for all students

Strategy/Activity

Task:

- Create a VAPA Festival with art galleries and musical/drama performances
- Continue support for the drama department/club
- Purchase necessary materials for all art and music courses
- Special recognition awards for students in these areas
- Educate students and families on the Seal of Biliteracy
- Continue with AVID recognition for students and training for staff

Measures:

- Course enrollment, track the number of VAPA events for each term
- Additions to staff in the VAPA department
- Enrollment and score data from students taking Seal of Biliteracy

People Assigned:

- Parents
- Administration
- VAPA teachers
- Students
- Community members
- Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1000.00	Lottery: Unrestricted Supplies for VAPA programs
2000.00	Lottery: Unrestricted Replacement of musical instruments
300.00	Lottery: Unrestricted AVID recognition/incentives

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LEA/LCAP Goal

Goal 9

Identified Need

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LEA/LCAP Goal

Goal 10

Identified Need

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LEA/LCAP Goal

Goal 11

Identified Need

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$51,147.00

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
------------------	-----------------

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

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
General Fund	\$27,600.00
Lottery: Unrestricted	\$11,767.00
Site Supplemental & Concentration	\$11,780.00

Subtotal of state or local funds included for this school: \$51,147.00

Total of federal, state, and/or local funds for this school: \$51,147.00

Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
----------------	--------	---------

Expenditures by Funding Source

Funding Source	Amount
General Fund	27,600.00
Lottery: Unrestricted	11,767.00
Site Supplemental & Concentration	11,780.00

Expenditures by Budget Reference

Budget Reference	Amount
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Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
	General Fund	27,600.00
	Lottery: Unrestricted	11,767.00
	Site Supplemental & Concentration	11,780.00

Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	10,930.00
Goal 2	13,600.00
Goal 3	1,700.00
Goal 4	2,100.00
Goal 5	16,167.00

Goal 6
Goal 7
Goal 8

1,350.00
2,000.00
3,300.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 3 Parent or Community Members
- 2 Secondary Students

Name of Members	Role
Craig Cornelson	Principal
Amy Dyckovsky	Classroom Teacher
Brandon Sherman	Classroom Teacher
Nicole Keller	Parent or Community Member
Gloria White	Parent or Community Member
Noah White	Secondary Student
Francesca Varner	Secondary Student
Kerri Stump (not a voting member)	Parent or Community Member
Yasmine Granados	Other School Staff
Shane Cooper	Classroom Teacher

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

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

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature

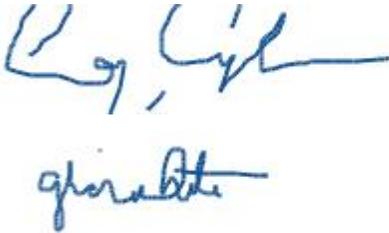
Committee or Advisory Group Name

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on September 16, 2022.

Attested:



Principal, Craig Cornelson on September 16, 2022

SSC Chairperson, Gloria White on September 16, 2022

Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.

[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at LCFF@cde.ca.gov.

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at TITLEI@cde.ca.gov.

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

Purpose

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

Description

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

Stakeholder Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

[This section meets the requirements for TSI and ATSI.]

[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]

Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]

Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**asurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the “Goal #” for ease of reference.

[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]

Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

[Completing this section fully addresses all relevant federal planning requirements]

Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school’s identification.]

[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school’s identification.]

Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the “Strategy/Activity #” for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency’s budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]

[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]

Students to be Served by this Strategy/Activity

Indicate in this box which students will benefit from the strategies/activities by indicating “All Students” or listing one or more specific student group(s) to be served.

[This section meets the requirements for CSI.]

[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]

Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA’s budgeting, its LCAP, and school-level budgeting, if applicable.

[This section meets the requirements for CSI, TSI, and ATSI.]

[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]

Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.

Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Appendix A: Plan Requirements

Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
 - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
 1. The comprehensive needs assessment of the entire school shall:
 - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
 - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
 - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
 - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
 - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
 - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
 - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
 - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

Requirements for the Plan

- II. The SPSA shall include the following:
 - A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
 - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
 - b. use methods and instructional strategies that:
 - i. strengthen the academic program in the school,
 - ii. increase the amount and quality of learning time, and
 - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
 - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
 - i. strategies to improve students' skills outside the academic subject areas;
 - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
 - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
 - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
 - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
 2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
 3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
 - 1. Ensure that those students' difficulties are identified on a timely basis; and
 - 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

Appendix B:

Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

Additional Targeted Support and Improvement

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

Single School Districts and Charter Schools Identified for School Improvement

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

Appendix C: Select State and Federal Programs

For a list of active programs, please see the following links:

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Delta High School	34674135731708	September 16, 2022	October 11, 2022

Purpose and Description

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

Schoolwide Program

The Delta High School and Clarksburg Middle School SPSA will describe a schoolwide program that will provide comprehensive support and improvement for all students.

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

ESSA requirements will be met by ongoing review of the School Plan for Student Achievement (SPSA) and examination of student performance data by the School Site Council and staff and student and parent surveys and forums. Data review will include, but not limited to, attendance information, progress, mid-term, and final grade reports, formative assessments in all content areas and survey analysis. The SPSA will support all students in academic achievement, social and emotional well-being, and professional learning for the staff and will include strategies and plans to continue the work in improving academic success and to mitigate learning loss from the COVID-19 pandemic. The SPSA goals of Delta High School are in alignment with the LCAP goals of the River Delta Unified School District (RDUSD), the CA state Local Control Accountability Plan (LCAP) priority goals, as well as recommendations from the Western Association of Schools and Colleges (WASC) mid-cycle visit in April of 2020.

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Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Two surveys were completed in 2021-2022 to include students and parents of Delta High School to better understand parent perception of staff, courses, and other areas that affect the operations of the school and the education of their children. There was a significant perception that learning loss and mental health were a concern for parents. Parents also viewed the communication between the schools and the parents as needing improvement with suggestions to include bringing back parent/teacher night and keeping Aeries and ParentSquare updated. Parents expressed gratitude for the survey and appreciated the opportunity to share their thoughts. Results and suggestions will be reflected in this site plan. Parent surveys included questions related to class offerings and skills needed beyond high school, student expectations, safety of campus, parent involvement in education, communication with staff and administration, and respect and care of staff to students. Ninety percent of the questions were overwhelmingly marked as positive and six of those categories had a rating of "unsure" related to the achievement of Student Learning Outcomes, using achievement data to determine instructional programs, providing targeted supports to subgroups, and serving our diverse student population with appropriate programs. Student surveys included questions related to student expectations, campus safety, student input and student concerns; academic counseling and A-G requirements, teacher quality, student success and support, course offerings, and career readiness/exploration, opportunities to grow and develop as an individual, productive citizen, and non-academic opportunities. In all responses, students either agreed or somewhat agreed to the statements, with the response of neutral being marked as the second highest response.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Classroom observations of all interns and probationary 1 took place formally three times with a post-observation meeting following all formal observations. All observations were completed in-person. In addition, a fourth, final observation was conducted and also followed with post-observation conference to provide the teacher with a summative performance appraisal. Probationary 2 teachers followed this same process, however, they were only observed three times the entire year, including the final, summative observation. Formal observations of all staff, whether tenured or probationary, were completed this school year.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

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

Due to COVID-19, Smarter Balanced Assessment Consortium (SBAC) testing was suspended for the 2019-2020 and for the 2020-2021 school year; therefore, comparative data from 2019-20 to 2020-2021 was not available. All Delta High School students, with the exception of 12th graders, took Measures of Academic Progress (MAP) testing as measurement for learning this school year. Dashboard data from the 2018-2019 school year was used to plan this current SPSA. English Language Proficiency Assessments for California (ELPAC) testing took place this year and student results will be analyzed to determine how to move forward with the English Learner (EL) students and move them to reclassification. The physical fitness testing (PFT) will be reinstated this year and MAP testing results will be collected for a Fall, Winter, and Spring testing session. Comparative data between the three testing sessions will be collected. Administration will use the data collected to analyze areas of strength and improvement and create a plan to address deficits. SBAC testing was also reinstated for this school year.

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

Students will participate in interim benchmark SBAC testing at least three times the upcoming year and data will be analyzed by staff during teacher collaboration. Teachers will meet in departments to analyze formative assessment data and will begin conversations to vertically align content information in all areas from 7th to 12th grade.

Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

Delta High School filled 3 teaching positions filled with credentialed teachers or teacher interns. There are 18 full-time teachers and 1 long-term sub teaching at DHS that may also teach students at Clarksburg Middle School, as Clarksburg Middle School shares staff and administration with Delta High School.

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

Teachers had the opportunity to participate in peer observations and professional development is constantly developing, evolving, and on-going for all staff. The focus for the upcoming year will be using standards to drive instruction and creating a rigorous classroom experience.

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

Teacher interns and new teachers participate in mentor coaching and a teacher induction program, and again, peer observations are encouraged by all teachers. Site trainings can include any and all trainings on ZOOM, Google Classroom and other software that is supported through district offerings. Teachers will continue to have opportunities for trainings of their interest level along with a professional learning calendar that will be created for the upcoming school year.

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

River Delta Unified School District (RDUSD) office provides multiple resources to assist staff in instructional practices: Common Core, English Language Development (ELD), Guided Language Acquisition by Design (GLAD), Advanced Placement (AP), and others as determined by staff interest.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Teacher collaboration by departments will be held once or twice a month on early-out Wednesdays. Topics for discussion may include grading and the use of absolute zero, academic conversations/vocabulary, the difference between formative and summative assessments, to name a few. Other topics may replace this listed based on teacher/staff request and/or student need.

Teaching and Learning

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

This topic will be at the forefront of staff meetings. Teachers will look at content-area standards and be trained in using standards-based teaching and grading. Supplemental resources and materials are encouraged as the message "the textbook doesn't drive curriculum" will be the mantra. In addition, the collective commitments and student learning outcomes will also be reassessed and redefined.

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

NA

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

DHS transitioned to a traditional block schedule in 2020-21 school year and will continue that format in the future. Although staff were leery of this schedule at its onset, teachers have enjoyed having more instructional minutes per lesson but training on how to effectively teach on the block schedule may be appreciated. There is a concern that students in some classes, particularly AP classes, World Language, and Math classes, struggle with this format, but the block schedule for will continue and academic progress will be monitored by teachers and school counselor to ensure potential concerns are addressed.

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

All students have access to textbooks and other materials as needed for learning. Delta High School collaborates with the other district high school to share supplies and curriculum.

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

All students have access to these materials.

Opportunity and Equal Educational Access

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

Teachers offer individual help to students during lunch and after school and the mental health of our students is also assessed to understand what role mental health may play in the part of poor academic progress.

Evidence-based educational practices to raise student achievement

ELD standards will be shared with all teachers for this upcoming school year as well as continued coaching and feedback on teacher/student interactions. Academic outreach provided by support staff and counselor will continue for next year's schedule to provide individual support for students, both for intervention and enrichment.

Parental Engagement

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

The school psychologist works closely with administration, teachers, and counselors to provide immediate assistance when needed. The school psychologist works with Rio Vista Care and will utilize their services if needed. The school nurse and health aide make home visits on a regular basis and have invaluable knowledge to share with school staff when appropriate. There is a full-time academic counselor at the school that splits time with the middle school on campus, an instructional aide who works directly with students in migrant education and a counselor specifically assigned to our migrant families as a part of the Migrant Ed program. Parents are encouraged to attend English Learner Advisory Committee (ELAC) and District English Learner Advisory Committee (DELAC) meetings as well as Principal meetings at the site and other parent groups that support the school with resources and financial help. A district-wide social worker was hired this year to be a community connection to the school and their student. We also have added a social/emotional counselor for Clarksburg Middle School and Delta High School.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Parents community members, and teachers are involved in many aspects of the school. Parents and students participate in the School Site Council, English Language Advisory Committee (both site (ELAC) and district (DELAC), athletic and ag boosters, a very healthy Agriculture/FFA (Future Farmers of America) program, Parents are also involved for participation in the migrant education PAC (Parent Advisory Council) through the district. The administrative team values the collaboration and input of parents in all aspects of education, from academic success to concerns with behavior and discipline.

Funding

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

Site supplemental and concentrated Local Control funds meet the needs of underperforming students.

Fiscal support (EPC)

Programs are supported through various grants, lottery, discretionary funds, and donations. Due to the COVID-19 pandemic, cuts to the budget will be likely and those cuts will negatively impact support for programs.

Stakeholder Involvement

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

Involvement Process for the SPSA and Annual Review and Update

The SPSA is created as a fluid, working 3-year document. Although the document began during the 2020-2021 school year, the return to in-person learning, the loss of direct, in person instruction, and turnover is staff was the drive in creating a new document to start this year. Delta High School will start the 2022-2023 school year with a new Principal and a new Vice Principal, so it is possible the document will continue to see change during this next year especially. The SPSA is created with the guidance of the School Site Council (SSC) who meet during the school year analyzing goals and tasks, refining and deleting goals for subsequent years, and creating surveys to best provide information needed for the next two years. Parent and student surveys were distributed for input as guiding components and parents, students, and staff represent all stakeholders as School Site Council (SSC) members. The complete review and final approval will take place in October 2022.

Resource Inequities

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

Inequities identified were ineffective computers for student use, decreased enrollment due to the pandemic, unable to utilize the Media Center/Library to the benefit of the students, teaching positions that were filled with long-term subs.

School and Student Performance Data

Student Enrollment Enrollment By Student Group

Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	18-19	19-20	20-21
Grade 10	82	78	91
Grade 11	60	72	74
Grade 12	50	56	69
Total Enrollment	192	206	234

Conclusions based on this data:

1. Enrollment has increased the past years, but throughout the 2021-2022 school year, enrollment at Delta High School has decreased.

School and Student Performance Data

Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	18-19	19-20	20-21	18-19	19-20	20-21
English Learners	22	18	22	11.5%	8.7%	9.4%
Fluent English Proficient (FEP)	88	85	104	45.8%	41.3%	44.4%
Reclassified Fluent English Proficient (RFEP)	3	8	0	14.3%	36.4%	0.0%

Conclusions based on this data:

1. Reclassification of 2020-2021 took place during Fall of 2021-22 and should be reflected in next year's data.

School and Student Performance Data

CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	48	60	73	48	60	0	48	60	0	100	100	0.0
All Grades	48	60	73	48	60	0	48	60	0	100	100	0.0

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

2019-20 Data:

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

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	2593.	2611.	NA	27.08	35.00	NA	33.33	28.33	NA	22.92	20.00	NA	16.67	16.67	NA
All Grades	N/A	N/A	N/A	27.08	35.00	NA	33.33	28.33	NA	22.92	20.00	NA	16.67	16.67	NA

2019-20 Data:

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

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	27.08	31.67	NA	50.00	43.33	NA	22.92	25.00	NA
All Grades	27.08	31.67	NA	50.00	43.33	NA	22.92	25.00	NA

2019-20 Data:

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

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	29.17	48.33	NA	54.17	36.67	NA	16.67	15.00	NA
All Grades	29.17	48.33	NA	54.17	36.67	NA	16.67	15.00	NA

2019-20 Data:

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

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	12.50	25.00	NA	70.83	63.33	NA	16.67	11.67	NA
All Grades	12.50	25.00	NA	70.83	63.33	NA	16.67	11.67	NA

2019-20 Data:

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

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	37.50	40.00	NA	50.00	45.00	NA	12.50	15.00	NA
All Grades	37.50	40.00	NA	50.00	45.00	NA	12.50	15.00	NA

2019-20 Data:

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

Conclusions based on this data:

1. CAASPP testing has been paused since the COVID-19 pandemic hit in March 2020. Data is unavailable. SBAC testing was returned for the 2021-2022 school year.

School and Student Performance Data

CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	48	60	73	48	60	0	48	60	0	100	100	0.0
All Grades	48	60	73	48	60	0	48	60	0	100	100	0.0

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

2019-20 Data:

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

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	2542.	2536.	NA	4.17	1.67	NA	18.75	20.00	NA	25.00	25.00	NA	52.08	53.33	NA
All Grades	N/A	N/A	N/A	4.17	1.67		18.75	20.00		25.00	25.00		52.08	53.33	

2019-20 Data:

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

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	8.33	1.67	NA	25.00	36.67	NA	66.67	61.67	NA
All Grades	8.33	1.67	NA	25.00	36.67	NA	66.67	61.67	NA

2019-20 Data:

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

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	12.50	13.33	NA	52.08	53.33	NA	35.42	33.33	NA
All Grades	12.50	13.33	NA	52.08	53.33	NA	35.42	33.33	NA

2019-20 Data:

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

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 11	4.17	8.33	NA	64.58	55.00	NA	31.25	36.67	NA
All Grades	4.17	8.33	NA	64.58	55.00	NA	31.25	36.67	NA

2019-20 Data:

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

Conclusions based on this data:

1. CAASPP testing has been paused since the COVID-19 pandemic hit in March 2020. Data is unavailable. SBAC testing was returned for the 2021-2022 school year.

School and Student Performance Data

ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students													
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested			
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	
10	*	*	*	*	*	*	*	*	*	*	7	7	
11	*	*	*	*	*	*	*	*	*	*	*	8	
12	*	*	*	*	*	*	*	*	*	*	*	6	
All Grades											15	11	21

2019-20 Data:

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

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
10	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11		*	*	*	*	*	*	*	*		*	*	*	*	*
12		*	*		*	*	*	*	*		*	*	*	*	*
All Grades	*	0.00	19.05	*	36.36	38.10	*	36.36	38.10	*	27.27	4.76	15	11	21

2019-20 Data:

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

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
10	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11	*	*	*	*	*	*		*	*		*	*	*	*	*
12	*	*	*	*	*	*		*	*		*	*	*	*	*
All Grades	*	9.09	23.81	*	45.45	47.62	*	36.36	23.81	*	9.09	4.76	15	11	21

2019-20 Data:

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

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
10	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11		*	*	*	*	*	*	*	*	*	*	*	*	*	*
12		*	*		*	*	*	*	*	*	*	*	*	*	*
All Grades	*	0.00	9.52	*	9.09	28.57	*	45.45	47.62	*	45.45	14.29	15	11	21

2019-20 Data:

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

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
10	*	*	*	*	*	*	*	*	*	*	*	*
11		*	*	*	*	*		*	*	*	*	*
12	*	*	*	*	*	*	*	*	*	*	*	*
All Grades	*	9.09	0.00	*	54.55	85.71	*	36.36	14.29	15	11	21

2019-20 Data:

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

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
10	*	*	*	*	*	*	*	*	*	*	*	*
11	*	*	*	*	*	*		*	*	*	*	*
12	*	*	*	*	*	*		*	*	*	*	*
All Grades	*	36.36	52.38	*	54.55	38.10	*	9.09	9.52	15	11	21

2019-20 Data:

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

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
10	*	*	*	*	*	*	*	*	*	*	*	*
11		*	*	*	*	*	*	*	*	*	*	*
12		*	*		*	*	*	*	*	*	*	*
All Grades	*	0.00	9.52	*	54.55	71.43	*	45.45	19.05	15	11	21

2019-20 Data:

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

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
10	*	*	*	*	*	*	*	*	*	*	*	*
11	*	*	*	*	*	*		*	*	*	*	*
12	*	*	*	*	*	*		*	*	*	*	*
All Grades	*	0.00	9.52	*	90.91	85.71	*	9.09	4.76	15	11	21

2019-20 Data:

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

Conclusions based on this data:

- 1.

School and Student Performance Data

Student Population

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

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

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

2020-21 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
234	56.0	9.4	This is the percent of students whose well-being is the responsibility of a court.
This is the total number of students enrolled.	This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2019-20 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	22	9.4
Foster Youth		
Homeless	3	1.3
Socioeconomically Disadvantaged	131	56.0
Students with Disabilities	32	13.7

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	3	1.3
American Indian or Alaska Native		
Asian		
Filipino	1	0.4
Hispanic	159	67.9
Two or More Races	5	2.1
Native Hawaiian or Pacific Islander	1	0.4
White	65	27.8

Conclusions based on this data:

1.

School and Student Performance Data

Overall Performance

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

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

2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<p data-bbox="186 699 479 730">English Language Arts</p>  <p data-bbox="305 781 360 808">Blue</p>	<p data-bbox="706 699 917 730">Graduation Rate</p>  <p data-bbox="771 781 849 808">Yellow</p>	<p data-bbox="1177 699 1396 730">Suspension Rate</p>  <p data-bbox="1242 781 1320 808">Orange</p>
<p data-bbox="251 898 414 930">Mathematics</p>  <p data-bbox="289 980 376 1008">Orange</p>		
<p data-bbox="240 1098 425 1129">College/Career</p>  <p data-bbox="289 1184 376 1211">Orange</p>		

Conclusions based on this data:

- 1.

School and Student Performance Data

Academic Performance English Language Arts

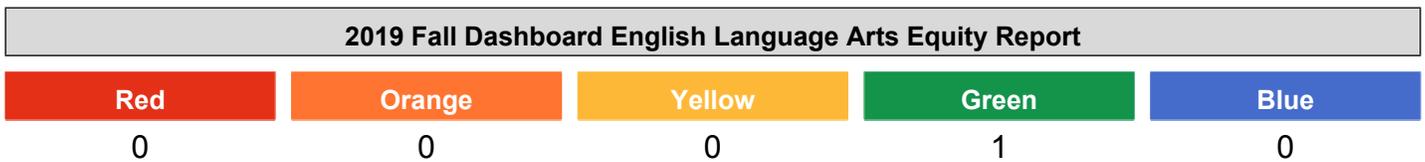
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group		
<p>All Students</p> Blue 30.2 points above standard Increased Significantly ++10.0 points 58	<p>English Learners</p> No Performance Color 77.8 points below standard Increased ++11.3 points 11	<p>Foster Youth</p> No Performance Color 0 Students
<p>Homeless</p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1	<p>Socioeconomically Disadvantaged</p> No Performance Color 36.9 points above standard Increased Significantly ++17 points 36	<p>Students with Disabilities</p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4

2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color 0 Students	 No Performance Color 0 Students
Hispanic	Two or More Races	Pacific Islander	White
 Green 13.1 points above standard Increased ++9.2 points 38	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 No Performance Color 0 Students	 No Performance Color 72.3 points above standard 18

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
Less than 11 Students - Data Not Displayed for Privacy 6	Less than 11 Students - Data Not Displayed for Privacy 5	59.4 points above standard Increased Significantly ++28.2 points 31

Conclusions based on this data:

- 1.

School and Student Performance Data

Academic Performance Mathematics

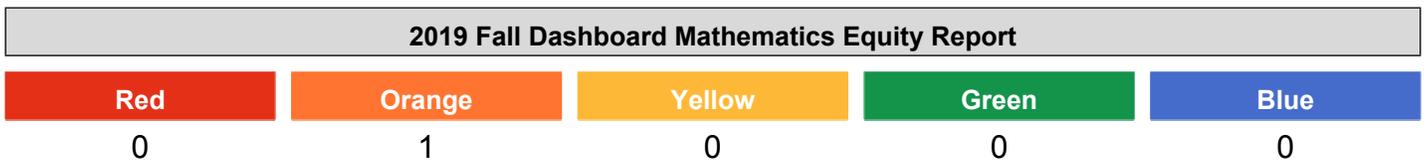
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group		
<p>All Students</p> <p>Orange</p> <p>90 points below standard</p> <p>Declined -4.9 points</p> <p>58</p>	<p>English Learners</p> <p>No Performance Color</p> <p>185.5 points below standard</p> <p>Declined -9.9 points</p> <p>11</p>	<p>Foster Youth</p>
<p>Homeless</p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>1</p>	<p>Socioeconomically Disadvantaged</p> <p>No Performance Color</p> <p>95.4 points below standard</p> <p>Declined -9.5 points</p> <p>36</p>	<p>Students with Disabilities</p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>4</p>

2019 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
<p align="center">Hispanic</p>  <p align="center">Orange</p> <p align="center">110.4 points below standard</p> <p align="center">Declined -8.4 points</p> <p align="center">38</p>	<p align="center">Two or More Races</p>  <p align="center">No Performance Color</p> <p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">2</p>	<p align="center">Pacific Islander</p>	<p align="center">White</p>  <p align="center">No Performance Color</p> <p align="center">45.6 points below standard</p> <p align="center">18</p>

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
<p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">6</p>	<p align="center">Less than 11 Students - Data Not Displayed for Privacy</p> <p align="center">5</p>	<p align="center">56.3 points below standard</p> <p align="center">Declined -12.8 points</p> <p align="center">31</p>

Conclusions based on this data:

- 1.

School and Student Performance Data

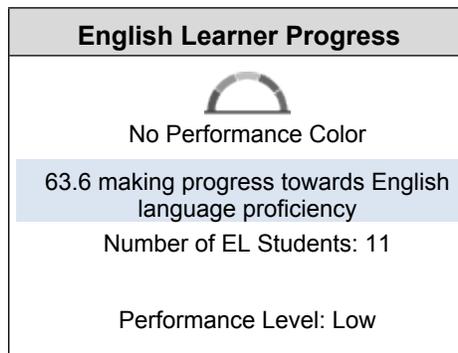
Academic Performance English Learner Progress

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

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

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

2019 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

2019 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
18.1	18.1		63.6

Conclusions based on this data:

- 1.

School and Student Performance Data

Academic Performance College/Career Measures Only Report

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

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

Number and Percentage of Students in the Combined Graduation Rate and/or Dashboard Alternative School Status (DASS) Graduation Rate by Student Group		
Student Group	Cohort Totals	Cohort Percent
All Students	67	100
African American		
American Indian or Alaska Native		
Asian		
Filipino	1	1.5
Hispanic	51	76.1
Native Hawaiian or Pacific Islander		
White	15	22.4
Two or More Races		
English Learners	13	19.4
Socioeconomically Disadvantaged	50	74.6
Students with Disabilities	11	16.4
Foster Youth	1	1.5
Homeless	4	6

Advanced Placement Exams – Number and Percentage of Four-Year Graduation Rate Cohort Students		
Student Group	Cohort Totals	Cohort Percent
All Students	5	7.5
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic	3	5.9
Native Hawaiian or Pacific Islander		
White	2	13.3
Two or More Races		
English Learners	0	0
Socioeconomically Disadvantaged	4	8
Students with Disabilities	0	0
Foster Youth		
Homeless		

* This table shows students in the four-year graduation rate cohort by student group who scored 3 or higher on at least two Advanced Placement exams.

International Baccalaureate Exams – Number and Percentage of Four-Year Graduation Rate Cohort		
Student Group	Cohort Totals	Cohort Percent
All Students	0	0
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic	0	0
Native Hawaiian or Pacific Islander		
White	0	0
Two or More Races		
English Learners	0	0
Socioeconomically Disadvantaged	0	0
Students with Disabilities	0	0
Foster Youth		
Homeless		

* This table shows students in the four-year graduation rate cohort by student group who scored 4 or higher on at least two International Baccalaureate Exams.

Completed at Least One Career Technical Education (CTE) Pathway – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students	8	11.9
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic	4	7.8
Native Hawaiian or Pacific Islander		
White	4	26.7
Two or More Races		
English Learners	1	7.7
Socioeconomically Disadvantaged	3	6
Students with Disabilities	1	9.1
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

Completed a-g Requirements – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students	37	55.2
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic	28	54.9
Native Hawaiian or Pacific Islander		
White	9	60
Two or More Races		
English Learners	3	23.1
Socioeconomically Disadvantaged	26	52
Students with Disabilities	3	27.3
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the University of California (UC) or California State University (CSU) a-g criteria with a grade of C or better (or Pass).

Completed a-g Requirements AND at Least One CTE Pathway – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students	3	4.5
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic	3	5.9
Native Hawaiian or Pacific Islander		
White	0	0
Two or More Races		
English Learners	1	7.7
Socioeconomically Disadvantaged	2	4
Students with Disabilities	0	0
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the UC or CSU a-g criteria with a grade of C or better (or Pass) AND completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

Completed College Credit Courses – Number and Percentage of All Student Students Completing One Semester, Two Quarters, or Two Trimesters of College Credit Courses		
Student Group	Number of Students	Percent of Students
All Students	0	0
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic	0	0
Native Hawaiian or Pacific Islander		
White	0	0
Two or More Races		
English Learners	0	0
Socioeconomically Disadvantaged	0	0
Students with Disabilities	0	0
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

Completed College Credit Courses – Number and Percentage of All Student Students Completing Two Semesters, Three Quarters, or Three Trimesters of College Credit Courses		
Student Group	Number of Students	Percent of Students
All Students	0	0
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic	0	0
Native Hawaiian or Pacific Islander		
White	0	0
Two or More Races		
English Learners	0	0
Socioeconomically Disadvantaged	0	0
Students with Disabilities	0	0
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

Earned the State Seal of Biliteracy – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students	11	16.4
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic	11	21.6
Native Hawaiian or Pacific Islander		
White	0	0
Two or More Races		
English Learners	0	0
Socioeconomically Disadvantaged	10	20
Students with Disabilities	0	0
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who earned the State Seal of Biliteracy.

Conclusions based on this data:

1.

School and Student Performance Data

Academic Engagement Chronic Absenteeism

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

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

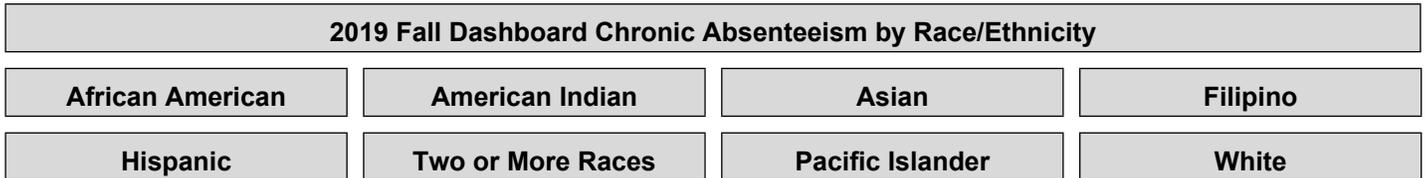
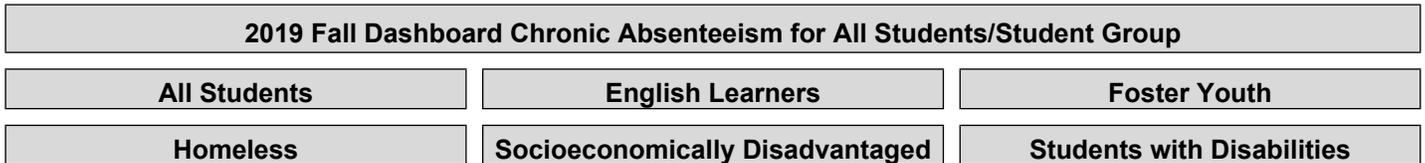
The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance Red Orange Yellow Green Blue Highest Performance

This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.



Conclusions based on this data:

- 1.

School and Student Performance Data

Academic Engagement Graduation Rate Additional Report

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

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

2021 Graduation Rate by Student Group				
Student Group	Number of Students in the Graduation Rate	Number of Graduates	Number of Fifth Year Graduates	Graduation Rate
All Students	67	64	0	95.5
English Learners	13	12	0	92.3
Foster Youth	1		0	
Homeless	4		0	
Socioeconomically Disadvantaged	50	47	0	94
Students with Disabilities	11	8	0	72.7
African American				
American Indian or Alaska Native				
Asian				
Filipino	1		0	
Hispanic	51	48	0	94.1
Native Hawaiian or Pacific Islander				
White	15	15	0	100
Two or More Races				

Conclusions based on this data:

1.

School and Student Performance Data

Conditions & Climate Suspension Rate

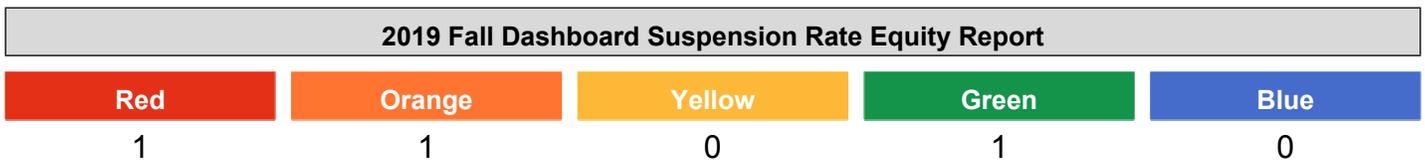
Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

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

The performance levels are color-coded and range from lowest-to-highest performance in the following order:



This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group		
<p>All Students</p> <p>Orange</p> <p>8</p> <p>Increased +2.2</p> <p>200</p>	<p>English Learners</p> <p>No Performance Color</p> <p>12</p> <p>Increased +2.9</p> <p>25</p>	<p>Foster Youth</p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not</p> <p>1</p>
<p>Homeless</p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not</p> <p>6</p>	<p>Socioeconomically Disadvantaged</p> <p>Orange</p> <p>7.6</p> <p>Increased +2.1</p> <p>131</p>	<p>Students with Disabilities</p> <p>No Performance Color</p> <p>0</p> <p>Declined -11.1</p> <p>20</p>

2019 Fall Dashboard Suspension Rate by Race/Ethnicity

African American	American Indian	Asian	Filipino
			 No Performance Color Less than 11 Students - Data 2
Hispanic	Two or More Races	Pacific Islander	White
 Green 5.6 Declined -1.3 143	 No Performance Color Less than 11 Students - Data 6		 Red 12.2 Increased +10.1 49

This section provides a view of the percentage of students who were suspended.

2019 Fall Dashboard Suspension Rate by Year

2017	2018	2019
	5.8	8

Conclusions based on this data:

- 1.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 1--Basic Services (Conditions of Learning)

LEA/LCAP Goal

RDUSD LCAP Goal 3--Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction

Goal 1

By the end of the 2023-2024 school year, 100% of all school computer labs and chromebook carts will have updated computers and software applicable for use by all classroom teachers.

Identified Need

Goal Statement:

The use of technology by both students and staff at Delta High School is increasing as standardized testing, classroom textbooks and supplemental resources, student diagnostic testing, and opportunities for students to be involved in extra-curricular activities are moving to digital platforms.

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

Purchase orders, teacher requests for supplemental instructional materials, observation and walk-throughs of site classrooms and facilities, technology surveys of staff and submitted work orders to Datapath, work order submitted to MOT, the non-use of school computer labs, non-working desktops and laptop computers.

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

Analyze completed work orders with MOT and DataPath, analyze computer-lab sign up requests, technology concerns and issues with Chromebooks vs. desktop computers

Strategy:

Work with SSC, instructional staff, booster groups, parents, and community to determine needs and to replace out-dated and non-working equipment that cannot be salvaged

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

Desktop computers cannot be effectively used by staff as computers are outdated and cannot accommodate newer versions of software and internet needs. Standards in one elective class were unable to be met due to lack of desktop computers.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Make improvements to technology to support all students' access to course material, activities, and to develop students' technology skills

Strategy/Activity

Task:

Provide any tech accessories that may be needed (headsets, adapters, monitors, printers, etc.)
Train all staff on how to submit help tickets for technology issues to keep computers and tech in working order
Log and track all hardware and accessories checked out to staff and/or students
Upgrade desktop computers in labs and classrooms
Work with DataPath to take inventory of all tech equipment and include longevity status for that inventory
Repair/Provide general maintenance on projectors (bulbs, etc.)

Measures:

Technology surveys
DataPath help desk ticket monitoring
Technology logs to track student/teacher use

People Assigned:

District Office MOT
DataPath District Tech Vendor
Teachers
Students/Parents
Secretaries

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
10,000.00	Lottery: Unrestricted Desktop replacement for computer labs, chromebooks
3000.00	Lottery: Unrestricted Technology accessories/software

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 1--Basic Services (Conditions of Learning)

LEA/LCAP Goal

RDUSD LCAP Goal 3--Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction

Goal 2

By the end of the 2023-2024 school year, 100% of the instructional materials, office supplies and equipment will be maintained and restocked and curriculum needs in all content areas will be reviewed for applicability to 21st c. learning and to support all students' academic achievement.

Identified Need

Goal Statement:

Delta High School students and staff will be provided with equipment, curriculum, instructional and support materials to support all students in increased academic achievement.

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

Purchase order requests, conversations with teachers regarding curriculum needs, classroom observations and walkthroughs, work order requests for office equipment, secretarial input on needed office equipment.

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

Teacher surveys, collaborative conversations with teachers regarding effectiveness from curriculum improvements and office staff regarding effectiveness of equipment and frequency of ordering.

Strategy:

Inventory of textbooks/classroom materials to include year of publication and technology resources available, analysis of Clever supplemental materials provided, monitor the use of paper copies vs. digital use of materials.

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

Teachers are having to create curriculum without relevant materials, the use of ParentSquare and Google Classroom have changed the way the school and teachers communicate and use resources for instruction.

People Assigned:

Teachers

Students

Administration

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Purchase instructional materials and supplies and maintain leases on all office equipment to support achievement for all students

Strategy/Activity

Task:
 Purchase student planners
 Maintain and restock all instructional materials to include paper, toner, writing instruments
 Review department budgets
 Maintain lease and contract service agreements and maintain all supplies

Measures:
 Student feedback on the importance/relevancy of student planner
 Monitor teacher materials/classroom requests

People Assigned:
 Secretaries
 Teachers
 Administration
 Students

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1800.00	Lottery: Unrestricted Student Planners
12,000.00	Lottery: Unrestricted Copier and Printer Supplies Lease payments for copier Riso service contract Office supplies, paper, and postage
3000.00	Lottery: Unrestricted Teacher Class-specific supply requests

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

All students will have relevant curriculum and resources to support 21st c. learning and academic achievement.

Strategy/Activity

Task:

Inventory all curriculum resources currently available in all content areas taking note of edition number and supplemental resources available

Continue with textbook adoption cycle

Explore other resources for learning (digital, novels, magazines, websites, etc.)

Measures:

Review of inventory lists

Curriculum council meetings and results

Track the use of non-textbook resources for learning

People:

Administration

Teachers

Chief of Ed Services

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

All students

Strategy/Activity

School computer lab and mobile labs will have updated computers and software applicable for use by all classroom teachers.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

9921.00

Lottery: Unrestricted

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 2 - State Standards (Conditions of Learning)

LEA/LCAP Goal

RDUSD LCAP Goal 2--Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12

Goal 3

By the end of the 2023-2024 school year, all credentialed teachers will have participated in a minimum of four (4) site-based professional learning offerings focused on standards-based learning.

Identified Need

Goal Statement:

Professional learning is needed to refine teaching skills and to improve the academic achievement for students.

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

Non-staff meeting days are not designated as professional learning and professional learning days should be embedded in the calendar.

MAP scores show that there is little progress in increase of students to higher levels of proficiency in both Math and ELA

Student and parent survey results

AP test results

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

MAP scores for subsequent years, teacher exit surveys on professional learning opportunities, student and parent surveys on standards-based learning and grading, analysis of SBAC scores for subsequent years using 2021-2022 as the baseline.

Strategy:

Standards-based grading and learning will kick off the professional learning at teacher preservice days.

Teachers will define a minimum of 4 standards per quarter in order to apply skills learned

ELD standards will be shared with all staff

Teacher goals and objectives will include one goal on using content-area standards for teaching and learning

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

Student grades earned are not always a good indicator of proficiency in course content; Progress of EL students to RFEP is not progressing, continuous and relevant training and materials are needed for effective implementation of standards and standards-based learning.

People Assigned:

Teachers

Students

Administration
Chief of Ed Services

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All students with emphasis on the EL subgroup

Strategy/Activity

Task:

Use preservice days for standards-based training
Provide teacher collaboration time by grade level and/or subject area to work on planning for standards-based teaching and grading
Provide opportunities for staff to attend standard-based trainings outside the district or bring in an outside trainer

Measures:

Staff attendance and participation in standards-based learning, classroom observations/walkthroughs identifying standards-based lessons, peer collaboration and peer classroom visits

People Assigned:

Ed Services Officer
ELD Teachers
Teachers
Administration

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

700.00

Source(s)

Lottery: Unrestricted

Paperback books for PD on standards-based learning and grading; Marzano resources; A Teacher's Guide to Standards-Based Learning

2000.00

General Fund

Sub-coverage for teacher release time for attendance in relevant trainings

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 4 - Pupil Achievement (Pupil Outcomes)

LEA/LCAP Goal

RDUSD LCAP Goal 1--Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

Goal 4

By the end of the 2023-2024 school year, 80% of all students, including those in all subgroups, will have improved by one (1) level on both the Math and ELA CAASPP

Identified Need

Goal Statement:

Mitigating the learning loss of all students in all subgroups is still a critical need and the academic focus for all students in all subgroups should be on improvement for each student from their baseline level.

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

MAP and SBAC results from prior years (SBAC) and prior and current year (MAP)

D/F rate

Standardized testing data (AP, ELPAC, and RFEP)

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

Grade analysis discussions in staff collaboration

Formative and summative assessment analysis

2022 SBAC Data

Strategy:

Four Essential Questions from PLC

Informal observation walk-throughs to include teacher/student interaction and student engagement levels

Embedded tutorial period in the school day

Counselor communication with students and parents regarding transcript analysis and academic plans

Deliberate development of formative assessments based on standards

Increase the number of students enrolling in AP classes

Incorporate ELD strategies across all content areas

Provide collaboration between Special Education and General Education teachers

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

Too many students are trying to catch up to meet minimum graduation requirements at the end of the 12th grade year, EL students are not progressing to RFEP, learning loss due to the COVID-19 pandemic is going to have long-term results on student achievement

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All students to receive best first instruction and expectations for high academic achievement

Strategy/Activity

Task:

Lesson standards and lesson objective to be posted in all classrooms everyday
Continue with the Intervention/Tutorial period at the end of the day on regular school days
Utilize the media center for before/after school or during lunch academic support
Post all grade reporting dates at the beginning of the year for both parents and students
Celebrations for all students in a variety of academic achievements/attendance/improvement
Establish and train staff on a student referral system for targeted student support including SST referral, not met in Tier 1 of MTSS
MTSS training for staff
Institute college/career spirit/awareness--College and career fair
Site discussion on grading, late work, and participation
Teacher to teacher observations, sharing, collaboration to discuss student achievement and teaching practices
Review formative assessment data throughout the term

Measures:

Grade reports
Track type of and number of students participating in academic celebrations
Number of students in CSF
Number of students eligible and achieving the Seal of Biliteracy
Number of students on honor roll

People Assigned:

Leadership Team
Students
SSC/Parents
Administration
Counselor
Teachers

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1000.00	Site Supplemental & Concentration Training on MTSS for all staff
700.00	Lottery: Unrestricted Support materials for student academic recognition (ie medals, certificate paper, sashes, buttons, stickers, diplomas, etc.)

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Assessment, data collection, analysis of content-area grade data for all students to determine targeted support for EL, socioeconomically disadvantaged students, and/or students receiving special education services

Strategy/Activity

Task:

Deliberate development of formative and summative assessments
 All teachers to utilize multiple checks for understanding during every class period, every school day
 Student self-reflection/assessment of engagement/participation for every class
 Use SBAC and MAP interim/benchmark testing and analyze the data
 Use the data to modify instruction and to identify students that are struggling with , nearly to, and exceeding proficiency (Four Essential Questions)

Measures:

Results of formal and informal assessment measures
 Interim/benchmark testing results
 Student referrals to SST, counselor, school psychologist
 Informal administrative class walkthroughs
 Student engagement observational data

People Assigned:

Teachers
 Administration
 Counselor
 Secretaries
 School Psychologist
 Social Worker

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
2000.00	Site Supplemental & Concentration Expenses related to training/developing/analyzing assessments and its use

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

Schoolwide Learner Outcomes (SLO) will serve as the foundation for college and career readiness for all students

Strategy/Activity

Task:
 Review and refine SLO with all staff during preservice days at the beginning of every school year
 Teacher collaboration on how the SLO can be weaved into content-specific lessons, goals, standards
 SLO will be shared with parents and the community and all student groups on campus
 Use SLO as a means of student accountability for academics, behavior, and responsibility
 Rewrite the community service form to account for application of SLO

Measures:
 Teacher/student/parent input surveys
 Analysis of community service submissions

People Assigned:
 Registrar
 Counselor
 Teachers
 Students
 Parents
 Community
 Administration

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
100.00	Lottery: Unrestricted Budget for creation/refinement of SLO, copies, distribution of SLO

Strategy/Activity 4

Students to be Served by this Strategy/Activity

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

All student that are credit deficient or have multiple Ds and/or Fs will have opportunities for academic support

Strategy/Activity

Task:

Provide priority to students that are deficient in credits to enroll in credit recovery during the Summer Session of 2022

Encourage students to enroll in ELA and Math Academies during the Summer Session of 2022

Utilize the media center as an academic resource center

Improve the use of student/adult check-ins for academic support

Explore a partnership with the Clarksburg Library for programs

Measures:

Compare enrollment data for students in Summer credit recovery of 2021 and 2022

Participation data of students attending credit recovery embedded during the school day

Participation data of students attending outside academic support

People Assigned:

Students

Teachers

Counselors

Community

Parents

Chief of Ed Services

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 5--Pupil Engagement (Engagement)

LEA/LCAP Goal

RDUSD LCAP Goal 5--Foster a school and district culture that ensures academic, social and emotional well-being for all students.

Goal 5

By the end of the 2023-2024 school year, 90% of all students will report via student surveys that they feel safe at school, feel a sense of belonging and value, and have improved their mental health.

Identified Need

Goal Statement:

The feeling of loss and isolation continues for Delta High School students post-COVID-19. Students are still lacking basic social skills, conflict resolution, and coping strategies for academic success and positive mental health.

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

Attendance/Tardy data

Discipline referrals and suspension/expulsion data

Number of students deficient in credits or with multiple Ds and/or Fs

Number of students failing 1 or more classes

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

Continue with grade comparison data for the current year and the previous year

Track graduation rate/credit recovery participants

Strategy:

Build student/adult connections

Offer opportunities for mental health improvements, resources

Work on incorporating SEL curriculum/activities for all students

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All students will build genuine connections with at least one adult throughout their three years at Delta High School

Strategy/Activity

Task:

Provide strategies for non-instructional, classified staff to connect with students.
Professional learning opportunities for staff on personal bias.
Teacher collaboration activities/professional learning to understand student by name and need.
Give access to "Interventions" in Aeries to all certificated staff

Measures:

Staff/student check-in
CA Healthy Kids Survey or comparable
Number of students requesting counselor appointments
Monitor discipline referrals
Teacher self-reflection questions

People Assigned:

All staff

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

1000.00

Site Supplemental & Concentration

Training materials for staff on personal bias, cultural understanding or similar

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

All students will continue with opportunities for counseling, mediation, and support with intangible issues such as bullying, gossip, rumors, etc.

Strategy/Activity

Task:

Reorganize counseling department protocols to balance job duties and student/parent responsibilities
Support the mental health club with resources
Explore opportunity for Migrant Ed counselor to be a visible presence on campus
Explore peer mediators, a peer mediation class, etc.
Determine if any community resources are available for students
Continue use of the StopIt! App and train students/parents/community on its purpose and use
Provide a second counselor with an appropriate space for meeting and engagement

Measures:

Collaboration with counselor to determine effectiveness of new counseling department restructuring
Participation and visibility of Mental Health Club
Survey interest on peer mediation class and/or peer mediation club/training/etc.
Analysis of StopIt! investigations with results

People Assigned:
Counselors
Special Services Director
Teachers
Students
Community
Administration

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1000.00

Source(s)

Site Supplemental & Concentration

Support and resources for mental health

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

Increase number of students that are involved in non-classroom activities for all students

Strategy/Activity

Task:

Ensure that all students understand the role of ASB

Create a list of all activities/clubs/sports for student involvement and distribute to school

Provide intramurals to engage all students in physical activity

Increase the number of "no-cut" sports

Provide incentives for student attendance at school events (student seating section, free entry, etc.)

Provide transportation for athletes, band, drama students

Offer additional sports as applicable

Measure:

Student survey

Monitor the intramural format/participation

Identify the "no-cut" sports at the beginning of the year

People Assigned:

Athletic Director

Coaches

Club advisors

ASB teacher

Administration

Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
33,525.00	General Fund Athletic and other stipends
10,000	Lottery: Unrestricted Transportation costs for sports and other activities

Strategy/Activity 4

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 3 - Parent Involvement (Engagement)

LEA/LCAP Goal

RDUSD LCAP Goal 4--Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement.

Goal 6

By the end of the 2023-2024 school year, 80% of the student families will report their participation and active engagement in a minimum of 3 school events during one school year.

Identified Need

Goal Statement:

How does Delta High School increase community engagement and connections?

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

Observational data and parent registration/sign-in for events, correspondence from parents to teachers, the number of parent/teacher meetings that had to be rescheduled, demographic data of parents that do attend/participate at school or for school events

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

Observation, attendance/enrollment sheets, parent group membership data, parent surveys, home visits,

Strategy:

Continue to educate parents on academic/education vocabulary, transcript usage and increase communication to all parents about all events on campus, opportunities to volunteer, parent surveys to determine the "why" parents are not or cannot attend school functions

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

All students but with targeted support to EL and Latino families and those from a disadvantaged socioeconomic status

Strategy/Activity

Task:

Hold multiple venues for parents to communicate with teachers and administration at the feeder elementary schools
 Parent University membership/classes on Aeries, Google Classroom, ParentSquare, and other topics related to academic success
 Communicate all academic student milestones (progress reports, transcripts, grades, athletic/extracurricular eligibility)
 Improved communication to home to alert parents of any concerns affecting learning
 Increase the amount of home visits
 Increase visibility of the school counselors and help to develop relationships
 Create a parent message center from counseling department at the school site
 Provide Spanish-speaking translators and utilize the translation radios for events on campus
 Reinstate the use of parent volunteers on the campus

Measures:

Parent surveys and parent participation at events
 Student grade data, teacher communication log

People Assigned:

Teachers
 Parents
 Administration

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
750.00	Site Supplemental & Concentration Transportation costs to other sites/van usage
2000.00	Site Supplemental & Concentration Teacher incentives for after-contract hours parent events not built into school calendar
500.00	Site Supplemental & Concentration Parent communication supplies for counseling/translation services

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Increase number of students that are involved in non-classroom activities for all students

Strategy/Activity

Task:

Hold educational events which incorporate all students into the learning environment
Campus monitor will ensure that all students are in assigned areas and attending all non-classroom events

Measures:

Aeries attendance summaries
Staff feedback

People Assigned:

Campus Monitor
Teachers
Administration

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

500.00

Lottery: Unrestricted

Materials for educational event

Strategy/Activity 3

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 5--Pupil Engagement (Engagement)

LEA/LCAP Goal

RDUSD LCAP Goal 5--Foster a school and district culture that ensures academic, social and emotional well-being for all students

Goal 7

By the end of the 2023-2024 school year, Delta High School will be able to show/explain a minimum of six (6) building improvement areas that were made to the campus and four (4) improvements to safety procedures

Identified Need

Goal Statement:

Improvements to the Delta High School campus are imperative for the safety, security, and increased positivity in school climate.

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

Site campus walkthroughs

Work orders requested to the MOT department

Increase in multiple requests for same/similar issues in different parts of the campus

Parent feedback

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

Work order requests, site campus walk-throughs, community/parent feedback

Strategy:

Continue with work order requests

Continue use of StopIt! App to report vandalism

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

The number of issues/concerns is increasing from year to year, parents/students are embarrassed at the lack of improvements to the school, visiting schools comment of the physical appearance of the school

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Strategy/Activity 5

Students to be Served by this Strategy/Activity

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

All students will be the recipient of physical improvements to the school

Strategy/Activity

Task:
 Site walkthroughs and work orders completed for any issues
 Involvement with school stakeholders and board in regards to bond measures and expenditures
 Improve safety plan and knowledge of safety procedures for all staff and students
 Improve consistency of safety drills throughout the school year
 Update all emergency folders, evacuation routes
 Use pre-service days to practice safety protocols
 Increase the amount of supervision during the school day

Measures:
 Work order requests
 Level of communication with expenditures of bond money

People Assigned:
 MOT
 Administration
 Students
 Parents
 All staff

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

3000.00

Lottery: Unrestricted
Stipend for campus supervisors if not voluntary

Strategy/Activity 6

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

CA State LCAP Priority 7--Course Access (Conditions of Learning)

LEA/LCAP Goal

RDUSD LCAP Goal 1--Improve and support student learning to close achievement gap and ensure all students who graduate are college and career ready.

Goal 8

By the end of the 2023-2024 school year, 100% of all students will demonstrate critical-thinking and problem-solving skills needed for success in college and/or career via an exit task at the end of their 12th grade year as determined by the CCI and CTE completion rates on the California Dashboard.

Identified Need

Goal Statement:

Delta High School students will enroll in courses and will have opportunities to develop skills needed beyond high school, regardless of their plans after high school graduation.

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

Course request forms, number of students taking same content area classes per year (doubling up on Math, Science, or CTE), participation in FFA and number of students that earn awards during events, student request to have an off period to leave for work early, number of students starting clubs or taking the initiative to promote change and growth, increase in the number of sections of hands-on classes such as welding, construction, and floral

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

Honor roll, grade data, student interest surveys, post high-school graduate surveys, exit tasks

Strategy:

Offer courses based on student interest, explore ways to increase staffing, explore ways to offer internships for students, refine and weave Student Learner Outcomes in the school culture

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

Students have a wide variety of interests and skills and Delta High School should work to develop all skills that will lead to success after high school.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Continue the CTE pathways in the Agricultural Department for all students

Strategy/Activity

Task:

Increase participation in upper level Ag CTE Pathways
Maintain Ag Boosters and Ag Advisory Board
Reflect on purpose of the Ag exploratory program at CMS
Increase A-G courses in Ag
Provide certification opportunities
Support students with SAE
Longevity awards for all students
Support Ag teacher professional learning
Repair/replace equipment for CTE courses
Continue development of the Delta Education Vineyard

Measures:

Course enrollment data
FFA Membership

People Assigned:

Ag teachers,
FFA leadership students
Counselor
Administration
Secretaries

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

2045.00

Agricultural Career Technical Education Incentive

Materials for CTE courses and training

3439.00

Agricultural Career Technical Education Incentive

Conference, registration, and travel expenses

10,000.00

Agricultural Career Technical Education Incentive

Materials for Ag courses and programs and stipends

15,484.00

Lottery: Unrestricted

Ag/VocEd district matching funds

Strategy/Activity 2

Students to be Served by this Strategy/Activity

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

Increase participation in A-G electives and CTE courses.

Strategy/Activity

Task:

Create a VAPA Festival with art galleries and musical/drama performances
Continue support for the drama department/club
Purchase necessary materials for all art and music courses
Special recognition awards for students in these areas
Educate students and families on the Seal of Biliteracy
Continue with AVID recognition for students and training for staff

Measures:

Course enrollment, track the number of VAPA events for each term
Additions to staff in the VAPA department
Enrollment and score data from students taking Seal of Biliteracy

People Assigned:

Parents
Administration
VAPA teachers
Students
Community members
Counselor

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

2775.00

725.00

3000.00

1420.00

Source(s)

Lottery: Unrestricted

Supplies for VAPA programs, Art program

General Fund

CTE supplies and equipment

Lottery: Unrestricted

Replacement of musical instruments

Site Supplemental & Concentration

	Seal of Biliteracy Proficiency Exam; Seal of Biliteracy Seals
1000.00	Lottery: Unrestricted AVID recognition/incentives

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LEA/LCAP Goal

Goal 9

Identified Need

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LEA/LCAP Goal

Goal 10

Identified Need

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LEA/LCAP Goal

Goal 11

Identified Need

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

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

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$138,384.00

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
------------------	-----------------

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

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
Agricultural Career Technical Education Incentive	\$15,484.00
General Fund	\$36,250.00
Lottery: Unrestricted	\$76,980.00
Site Supplemental & Concentration	\$9,670.00

Subtotal of state or local funds included for this school: \$138,384.00

Total of federal, state, and/or local funds for this school: \$138,384.00

Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
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Expenditures by Funding Source

Funding Source	Amount
Agricultural Career Technical Education Incentive	15,484.00
General Fund	36,250.00
Lottery: Unrestricted	76,980.00
Site Supplemental & Concentration	9,670.00

Expenditures by Budget Reference

Budget Reference	Amount
	500.00

Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
	Agricultural Career Technical Education Incentive	15,484.00
	General Fund	36,250.00
	Lottery: Unrestricted	76,480.00
	Lottery: Unrestricted	500.00
	Site Supplemental & Concentration	9,670.00

Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	13,000.00

Goal 2	26,721.00
Goal 3	2,700.00
Goal 4	3,800.00
Goal 5	45,525.00
Goal 6	3,750.00
Goal 7	3,000.00
Goal 8	39,888.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 2 Parent or Community Members
- 2 Secondary Students

Name of Members	Role
Craig Cornelson	Principal
Amy Dyckovsky	Classroom Teacher
Brandon Sherman	Classroom Teacher
Nicole Keller	Parent or Community Member
Gloria White	Parent or Community Member
Noah White	Secondary Student
Francesca Varner	Secondary Student
Kerri Stump (not a voting member)	Parent or Community Member
Shane Cooper	Classroom Teacher
Yasmine Granados	Other School Staff

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

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

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature

Committee or Advisory Group Name

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on Monday, May 24, 2021.

Attested:



Principal, Christine Mabery, Principal on 9-16-2022



SSC Chairperson, Gloria White on 9-16-2022

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 2022

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 10.6

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 (CCHAT Center) to Provide Deaf and Hard of Hearing Services for District Students.

BACKGROUND:

This is a renewal contract. CCHAT Center provides well trained, highly skilled Deaf and Hard of Hearing Therapists for the River Delta Unified School District. CCHAT has provided services for our district for five years.

STATUS:

The 2021-2022 contract was \$5,000. The 2022-2023 contract is not to exceed \$5,000.

PRESENTER:

Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$5,000 paid by Special Education Funds.

RECOMMENDATION:

That the Board approve the 2022-2023 General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) to Provide Deaf and Hard of Hearing Services for District Students.

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 : _____

Nonpublic Agency: _____

Type of Contract:

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

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

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: CCHAT Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2022, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and CCHAT Center (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total

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(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, 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 – 2022-2023 CONTRACT YEAR

CONTRACTOR CCHAT Center CONTRACTOR NUMBER _____ CDE TOTAL ENROLLMENT ALLOWED _____

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

Payment under this contract may not exceed \$5,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
Language and Speech Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Occupational Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Physical Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Behavior Intervention Services	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
Other: Deaf and Hard of Hearing Services	<u>Deaf and Hard of Hearing Services</u>	\$120 per hour
	Speech & Language Therapy	\$120 per hour
	Deaf/hard of Hearing Mainstream Support/Consultative Services	\$150 per hour
	Audiology Evaluation	\$120 per hour
	Audiology Consultation	0.625 per mile
	Mileage	\$2.00 per min
	Travel Time	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 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 (New Directions Solutions, dba ProCare Therapy) to Provide a Speech-Language Pathology Assistant (SLPA) for the 2022-2023 School Year

BACKGROUND:

This is a new contract. We would like to contract with New Directions Solutions to provide one Speech-Language Pathology Assistant (SLPA).

STATUS:

New Directions Solutions will provide a well-trained, highly skilled Speech-Language Pathology Assistant (SLPA) for River Delta Unified School District students. The 2022-2023 contract is not to exceed \$120,000.

PRESENTER:

Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$120,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the 2022-2023 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 at a cost not to exceed \$120,000.

Time allocated: 2 minutes



SACRAMENTO COUNTY SELPA

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2022-2023

MASTER CONTRACT

GENERAL AGREEMENT FOR
NONSECTARIAN, NONPUBLIC SCHOOL
AND AGENCY SERVICES

Contract Year: 22/23

LEA: _____

Nonpublic School : _____

Nonpublic Agency: New Directions Solutions LLC

Type of Contract:

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

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

_____ 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 (or "Contract") is entered into on July 1, 2022, between referred to as the local educational agency ("LEA") or "District" and

hereinafter (nonpublic,

New directions
solutions LLC

nonsectarian school or agency), hereinafter referred to as "NPS/A" or "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 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 LEA 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 by LEA and CONTRACTOR.

These forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the LEA student's Individualized Education Program (hereinafter referred to as "IEP"). LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is ordered 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 LEA student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the 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(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, 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
Nonpublic School/Agency

River Delta Unified School District
LEA Name

By: Kayla Sekkat 07/21/22
Signature Date

By: _____
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: Rio 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: \$120,000

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 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: _____

- 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>

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 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 Speech Tela-therapy Services for District Students.

BACKGROUND:

The District currently has a contract with Pristine Rehab. However, they are 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 speech therapist for River Delta Unified School District students.

STATUS:

Soliant Health, LLC will provide a well-trained, highly skilled speech therapist for River Delta Unified School District students. The 2022-2023 contract is not to exceed \$173,000.

PRESENTER:

Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Cost not to exceed \$173,000 paid by Special Education Funds.

RECOMMENDATION:

That the Board Approve the 2022-2023 General Agreement for Nonpublic, Nonsectarian School/Agency (Soliant Health,LLC) to Provide Speech Therapy Services for District Students.

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 : _____

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 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 renegotiated 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 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 – 2022-2023 CONTRACT YEAR

CONTRACTOR Soliant Health LLC 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 \$173,00
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
Language and Speech Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ <u>108</u> Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Occupational Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Physical Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Behavior Intervention Services	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
Other:		

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 2022

Attachments: _____

From: Ken Gaston, MOT Director

Item Number: 10.9

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

SUBJECT:

Request to approve travel to the National Hardware Conference for Ken Gaston, Director of MOT and John Preston, Supervisor of MO, in Las Vegas, Nevada from January 31-February 2, 2023.

BACKGROUND:

Home centers, independent retailers, online retailers, wholesalers, distributors, and everyone in between attends the National Hardware Conference to discover the newest products, innovations and trends that are shaping the future of the home improvement and DIY industry. This is great opportunity for the Maintenance and Operation department to learn about the newest products and innovations that will improve the work quality and productivity for our Bond activities and more. Attending this conference will increase personal development.

The National Hardware Conference is free to attend. Cost will be applied for traveling expenses and hotel.

STATUS:

Travel Conference requires Board approval. Conference will be held in Las Vegas, Nevada from January 31- February 2, 2023.

PRESENTER:

Ken Gaston, Director of MOT

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

\$1,350 paid out of the Maintenance Funds.

RECOMMENDATION:

That the Board approves the out of state travel for Ken Gaston, Director of MOT and John Preston, Supervisor of MO to attend the National Hardware Show in Las Vegas, Nevada.

Time allocated: 3 minutes



Jan 31 - Feb 2, 2023
Las Vegas Convention Center



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 2022

Attachments: X

From: Victoria Turk, Principal

Item Number: 10.10

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

SUBJECT:

Request to Approve the Overnight Travel for Mrs. AK Smith and Four Students to Attend the Friday Night Live Youth Summit on November 3-7, 2022 in Anaheim, California

BACKGROUND:

Solano County of Education has selected Rio Vista High School to participate in the Friday Night Live Youth Summit and Leadership Training Conference.

This conference is an opportunity for young people from across the State of California to come together for three days to share, connect, create, and empower one another to make their local communities safer. Participants will learn skills pertaining to advocacy, leadership, and community change as well as learn about projects focusing on alcohol, tobacco, and other drug prevention, traffic safety, and violence prevention. This event is made possible by the California Office of Traffic Safety and the Allstate Foundation and The Solano County Tobacco Use Prevention Education Project. Solano County Friday Night Live coordinates and covers registration fees, round-trip transportation to designated locations, and meals.

STATUS:

Rio Vista High School requests board approval for overnight travel to the Friday Night Live Youth Summit on November 3-7, 2022 to Anaheim, California

PRESENTER:

Victoria Turk, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

AK Smith

COST AND FUNDING SOURCES:

No cost to the District or school site

RECOMMENDATION:

That the Board Approves the overnight travel for AK Smith and four students to attend the Friday Night Live Youth Summit on November 3-7, 2022 in Anaheim, California

Time allocated: 2 minutes



NOVEMBER 5-6, 2022

FNL *Youth Summit*

ANAHEIM, CA

SATURDAY START TIME: 9:30 AM - SUNDAY END TIME 2:00 PM

JOIN US A DAY EARLY FOR SOME BONUS TRAINING!

LEADERSHIP DAY NOVEMBER 4TH

FRIDAY START TIME: 10:00 AM



REGISTRATION

- \$400 SUMMIT FEE (INCLUDES LUNCH & DINNER ON SATURDAY AND BREAKFAST & LUNCH ON SUNDAY)
- \$100 LEADERSHIP DAY FEE INCLUDES LUNCH & DINNER ON FRIDAY



ACCOMODATIONS

- \$150 PER ROOM PER NIGHT
- ANAHEIM HILTON
777 CONVENTION WAY
ANAHEIM, CA 92802
- \$24 PARKING FEE PER CAR PER NIGHT (SELF PAY)

Registration opens on September 19th!



Lisette Estrella-Henderson, Superintendent of Schools
5100 Business Center Drive, Fairfield, CA 94534-1658
707.399.4400 ★ www.solanocoe.net

Congratulations <Name>

You have been selected as a leader to represent <program> and Solano County at the California Friday Night Live Youth Summit and Leadership Training; scheduled for Friday, November 4 – Sunday, November 6th 2022 in Anaheim California! Please review the information below with your parent/guardian and complete all paperwork by the stated deadline.

Important Release Information

Students will need to get parental/guardian permission to participate in this conference. Complete the attached Activity Release Form and, Conference Participant Agreement, and Media Release form and turn in to your advisor by October 5, 2022.

Travel Logistics & Lodging Information

- All participants will be transported by charter bus on Thursday November 3rd, to:
 - Anaheim Hilton, 777 Convention Way, Anaheim CA 92802
- There will be 8-11 chaperones with our group, both female and male, comprised of Solano County office of Education staff, Benicia, Fairfield-Suisun, River Delta, Vallejo and Travis Unified School District staff, and City of Vacaville staff.
- Thursday will be a full day of traveling; all students must meet the bus at 9 AM at the Golden Hills Education Center located at
 - 2460 Clay Bank Road, Fairfield, CA, (Near the Animal Shelter)
- Meals and snacks will be provided during travel.
- Students will be assigned roommates, of the same gender, during their stay at the Anaheim Marriott.
- Students will depart Anaheim, California on Sunday, November 6, at approximately 10:30 AM, arriving back to the at approximately 7:30 PM.
- A \$50 fully refundable deposit must be submitted for each student to hold their reservation for this trip. All conference costs including hotel, transportation, and all meals for the conference are paid for by Solano Friday Night Live. Students will have their deposit returned to them at the end of conference. The deposit will be forfeited only if the student does not attend for reasons other than illness or family emergency.

All participants must submit their deposit by **Wednesday October 5th**. Deposit Checks need to be made out to: **California Friday Night Live Partnership.**

The Friday Night Live Youth Summit is a place for young people from across the state of California to come together for two to three days to share, connect, create, and empower one another to make their local communities safer. This event is made possible by the Tobacco Use Prevention Education State Grant and the California Office of Traffic Safety. The Conference is hosted by the California Friday Night Live Partnership in collaboration with the California Youth Council.

For more question please contact: Johanna Nowak at 707-646-7608 or jnowak@solanocoe.net

Conference Participation Agreement

As a representative of Solano County and my school district I agree to

- Respect the individual rights, safety, and property of others.
- Abide by all rules of the attended event, activity, or meeting.
- Participate in activities to the best of my ability.
- Not use profanity or participate in inappropriate behavior including, PDA or harassment.
- Stay attentive during meetings, workshops, presentations, and trainings.
- Portray myself as a positive role model and a respected representative of Solano County.
- Not possess or use weapons, alcoholic beverages, tobacco and/or illegal drugs at any event, activity, or meeting, or remain in the presence of individuals who possess or use these items.
- Notify an adult chaperone/advisor or staff person if you have concerns about the safety or wellbeing of another student.
- Not leave the event site(s) without permission.

Please sign and return this page along with permission slip and media release.

Student Name: _____ Signature: _____

Parent/Guardian Name: _____ Signature: _____

Students and parents/guardians will be provided with the chaperone contact information in advance.

Please Return all paperwork to your lead Chaperone no later than October 7th 2022

<Chaperone Name, email, phone>

Or contact:

<p>Johanna Nowak-Palmer, Program Manager Solano County Office of Education Youth Development jnowak@solanocoe.net (707) 646-7608 – Office (707) 771-0129 – Cell</p>	<p>Rebecca Floyd, Project Coordinator Solano County Office of Education Youth Development Services rfloyd@solanocoe.net (707) 646-7602 (503) 304-8429 – Cell</p>
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STUDENT FIELD TRIP AUTHORIZATION

No student will be permitted on the Field Trip unless this completed and signed Authorization is submitted to the Supervising Teacher, Sponsor, or School Main Office at least 48 hours prior to Field Trip. Verbal Authorizations, or Authorizations not on this form, cannot be accepted.

Student Name:	School:
Parent/Guardian Name:	Home/Cell/Work Telephone: (Best way to reach you during trip)
Emergency Contact & Telephone (other than listed guardian):	
Field Trip Destination: FNL Youth Summit - Anaheim Hilton, 777 Convention Way, Anaheim CA 92802	
Field Trip Date: 11/3/22 - 11/6/20	Suggested Contribution: \$50 Refundable Deposit
Expected Departure Time: 10:00 AM	Expected Return Time: 7:00 PM
Method of Transportation: Charter Bus	Supervising Teacher/Sponsor:
Physician's Name:	
Physician's Address & Phone:	
Medical Conditions/Medications:	
Medical or Patient ID Number:	

FOOD SERVICE: Is a sack lunch required for this activity? (Sponsor, please check) Yes No

Parents: If a sack lunch is required (7 day notice) for this activity, they are available through Food Service **or** you may bring your own sack lunch.

- Yes – I would like to order a sack lunch from the cafeteria (payment** must be attached to this permission form) My student has a Peanut Allergy
- No – I will send a sack lunch from home with my student (**Federal Lunch Program rules and procedures remain in place for sack lunch requests)

PRINCIPAL'S SIGNATURE: _____

By signing below, I acknowledge and agree as follows:

1. Participation in this Field Trip is voluntary and is a privilege. I understand that the student has the right and ability to remain at school instead of participating in the Field Trip. I request that the Student be allowed to participate in the Field Trip, under the supervision of the Supervising Teacher/Sponsor and/or adult chaperones, with transportation to be provided in the described manner (which may include transportation in non-District owned/operated vehicles).

2. California Education Code Section 35330 states that: "All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion." I understand and agree that I cannot hold the District, its officers, agents, or employees liable for any claim arising out of, or which is in some manner connected with, the Student's participation in this Field Trip. [Adults participating in out-of-state Field Trips must also sign a statement waiving such claims.]

3. The Supervising Teacher or Sponsor will discuss Field Trip rules and safety requirements with students and adult chaperones prior to the Field Trip, which may include dangerous or hazardous conditions or circumstances exposing the Student to potential harm or injury, potentially including death. Students are required to obey all rules and safety requirements of the Field Trip, as well as Codes of Conduct and general standards for respect of persons and property and good behavior. I understand and agree that failure of the Student to follow Field Trip rules or safety requirements may result in the Student being sent home, at my expense, and that the Student may be barred as a result from future Field Trips.

4. Emergency medical information regarding the Student is on file with the District and is current. (Provide updated information before the trip, if necessary) If an injury or medical emergency occurs during the Field Trip, a Supervising Teacher, Sponsor or Chaperone has my express permission to administrator or to authorize the administration of urgent or emergency care, including the transportation of the Student to an urgent care or emergency care provider. In such circumstances, notice to me and/or the Emergency Contact of the injury or medical emergency may be delayed. Therefore, any urgent or emergency care provider has my express authority to conduct diagnostic or anesthetic procedures, and/or to provide medical care or treatment (including surgery), as they may deem reasonable or necessary under all existing circumstances. All costs and expenses associated with such care are solely my responsibility.

5. The suggested contribution is the District's estimated cost for your student to participate in this field trip. No student will be excluded from the field trip due to an inability to contribute toward such costs. Please contact the supervising teacher or the school office for more information. Contributions may be received by the supervising teacher or the school office.

Parent/Guardian Printed Name	Signature	Date
Date Received by School: _____	Received by: _____	

Supervising Teacher/Sponsor shall take a copy of this form on the Field Trip/The original Form will remain on File with the Main Office for a period of no less than one (1) year after the date of the Field Trip



Lisette Estrella-Henderson, Superintendent of Schools
5100 Business Center Drive, Fairfield, CA 94534-1658
707.399.4400 ★ www.solanocoe.net

School Notification

Solano County Office of Education Youth Development Services Field Trip

_____ has been selected to participate in the Friday Night Live Youth Summit and Leadership Training Conference as a representative of your school and Solano County Office of Education.

This conference is an opportunity for young people from across the State of California to come together for three days to share, connect, create, and empower one another to make their local communities safer. Participants will learn skills pertaining to advocacy, leadership, and community change as well as learn about projects focusing on alcohol, tobacco, and other drug prevention, traffic safety, and violence prevention. This event is made possible by the California Office of Traffic Safety and the Allstate Foundation and The Solano County Tobacco Use Prevention Education Project. Solano County Friday Night Live coordinates and covers registration fees, round trip transportation to designated locations, and meals.

Adult Chaperones: SCOE Staff - Johanna Nowak-Palmer, Rebecca Floyd, Jena Brateng, Jordan Winkfield, Gavyn Leavens; **School / District Staff name**

All students with parent/guardian permission to participate in this trip, must notify their school administration and request release from all classes.

Please review this information and complete the Student Field Trip Authorization Form (attached) and have school administrator sign to acknowledge that the above student has informed their school and has obtained permission to attend the above Conference. Original document must be submitted to Solano County Office of Education's Youth Development Department **no later than** Wednesday, October 5th, 2022.

For more information or questions, please contact:

Johanna Nowak-Palmer

jnowak@solanocoe.net

(707) 646-7608 – Office

(707) 771-0129 – Cell

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 2022

Attachments: X

From: Nancy Vielhauer, Asst. Superintendent of Educational Services Item Number: 10.11

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

SUBJECT:

Request to Approve the Agreement with Kontraband Interdiction & Detection Services, Inc. for the 2022-2023 School Year

BACKGROUND:

In the past, River Delta Unified School District has contracted with Kantraband, Interdiction & Detection Services, Inc. for substance awareness, consulting and detection services.

STATUS:

The District would like to enter into contract for the 2022-2023 school year for the services listed above. The contractor agrees to provide a minimum of eight (8) half day visits at a cost of \$260 per team per half day visit during the term of the contract ending on June 30, 2023.

PRESENTER:

Nancy Vielhauer, Asst. Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

A cost of \$260.00 per team for a half day visit - Educational Services Funds

RECOMMENDATION:

That the Board Approves the Agreement with Kontraband Interdiction & Detection Services, Inc. for the 2022-2023 School Year

Time allocated: 2 minutes



KONTRABAND INTERDICTION & DETECTION SERVICES™, INC.

California Corporate Headquarters:

1550 Mchenry Avenue ~ Modesto, California 95350

Texas Corporate Headquarters:

9011 Champions Way – Bldg. #2 ~ Streetman, Texas 75859

Kontraband Interdiction & Detection Services, Inc.

(CONTRACTOR)

&

RIVER DELTA UNIFIED SCHOOL DISTRICT

(DISTRICT)

This shall serve as an agreement by and between the (CONTRACTOR) and the (DISTRICT) for substance awareness, consulting and detection services for the period of 10/01/2022 thru 06/30/2023. It is understood that the (DISTRICT) has established a written and communicated policy clearly defining all weapons and drugs of abuse, (in the broadest terms), i.e.; illicit drugs, alcoholic beverages, firearms, pyrotechnics, weapons and tobacco as prohibited contraband. This policy has been dispersed throughout the (DISTRICT)'s locations where (CONTRACTOR)'s service will be utilized. Violations are considered detrimental to the welfare of all students, employees, visitors and contrary to the (DISTRICT)'s desire to maintain a safe and healthy learning environment.

(CONTRACTOR) will provide contraband detection canines, inspections and consulting services using non-aggressive detection canines certified as a reliable team to detect (illicit drugs – Alcoholic beverages – Pyrotechnics) and qualified professionally trained personnel. Such services may be conducted on an unannounced basis under the auspices and direction of the (DISTRICT) administration with (CONTRACTOR) acting on behalf of the (DISTRICT) while conducting such services. Common areas, lockers, automobiles, vacant classrooms and grounds shall be subject to inspections at the (DISTRICT)'s sole discretion. Contraband seized on the (DISTRICT)'s property is the responsibility of the (DISTRICT). Suspected illicit drugs of abuse may be field tested to provide the (DISTRICT) with a preliminary or presumptive identification of the suspected drug. (DISTRICT) and their personnel understand such test are not conclusive and should be further tested by a qualified agency in the event the (DISTRICT) decides to declare and/or act on such suspected evidence. (CONTRACTOR)'s policy and procedures prohibits the use of detection canines to "sniff" individuals under any and all circumstances. (DISTRICT) agrees only the certified handler can determine an alert/indication by the canine and (DISTRICT) agrees item(s) the canine alerted on will be inspected by the certified handler with the owner's permission. Any item inspected by the (DISTRICT) may not and in some instances cannot validate the canine alert/indication and could affect the canine/handler's stats and therefore could jeopardize the (DISTRICT)'s required 'reasonable suspicion' standards in concert with past case law to legally 'search' the item(s) under the 4th Amendment and be in breach of this agreement. (CONTRACTOR)'s policy also precludes discriminating against a single item.

(CONTRACTOR) agrees to provide a minimum of (8) HALF day visits during the term of the above referenced contract period. Additional visits may be scheduled upon mutual agreement between (CONTRACTOR) and the (DISTRICT). The fee for a HALF day visit will be (\$260.00) per team. Multiple teams will be charged on a per team basis. (CONTRACTOR) will invoice for services on a monthly basis whereas the (DISTRICT) agrees to pay in full for services within (10) days of such invoice. (DISTRICT) agrees to pay a late fee not to exceed (10%) of the amount due per month. The unpaid invoice(s) and late fees will accumulate per month until the balance and late fees are paid in full. (CONTRACTOR) will coordinate schedules with the designated (DISTRICT) administrator concerning inappropriate days. (DISTRICT) agrees to provide a calendar of inappropriate days not to visit the month prior to service. (DISTRICT) agrees that all other days are acceptable and visits "NOT" scheduled as inappropriate will be charged at the above rate unless (CONTRACTOR) visits a neighboring client.

*Contract is only valid if signed by CEO & only for (30) days from the date of CEO signature. (CONTRACTOR) is registered with the D.E.A. & the appropriate Texas & California regulatory agencies during the full term of this agreement.

Kontraband Interdiction & Detection Services, Inc. (K.I.D.S)

FOR THE DISTRICT: Date: ____ / ____ / ____

X
Authorized Only If Signed By: _____ Date _____
Steven K. Essler, President & CEO

X
SIGNATURE _____ TITLE _____

PRINT NAME

"Distinguished by Our Professional Standards, Nationwide!"

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PLEASE RETURN THE 'COPY' OF THE EXECUTED AGREEMENT, VIA MAIL. RETAIN THIS ONE FOR YOUR FILES

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: September 13, 2022

Attachments: _____

From: Tammy Busch, Asst. Superintendent of Business Services Item Number: 10.12

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

SUBJECT:

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

BACKGROUND:

According to Board Policy 3290, the Board may accept any gift, grant or bequest of money, property, or service to the district and before acceptance shall carefully consider any conditions or restrictions.

STATUS:

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board acknowledge and approve the receipt of these donations

Time allocated: 3 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 2022 Attachments: X _____

From: Tammy Busch, Asst. Supt. of Business Services Item Number: _____

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

SUBJECT:

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

BACKGROUND:

Redevelopment agencies (RDA's) were eliminated in California in 2012. The City of Rio Vista has been working since then to wind down the affairs of its former RDA. This proposed school board resolution relates to property in downtown Rio Vista the City seeks to retain for future redevelopment activities funded by the City. To be entitled to engage in these activities, the City is required to pay compensation to the District along with other Solano County taxing entities consistent with a compensation agreement (the "Compensation Agreement"). The funds to be paid under the Compensation Agreement would be based upon an appraised value of the property and would be paid after approval had been granted to the City by the oversight board with jurisdiction over the disposition of the former Rio Vista Redevelopment Agency assets.

STATUS:

The City of Rio Vista wishes to retain the property for future redevelopment activities. The Compensation Agreement requires the City to pay to the other Solano County taxing entities their respective shares of the base property tax for the Property. Among the fifteen Solano County entities involved in this matter, the District's respective tax revenue is 42.3% of the total.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

The Board approves 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

Time allocated: 5 minutes



CITY OF RIO VISTA

One Main Street, Rio Vista, California 94571
Phone (707) 374-6451 Fax: (707) 374-5531

August 12, 2022

RIVER DELTA UNIFIED SCHOOL DISTRICT
(RIVER DELTA JT UNIF M&O)
445 Montezuma Street
Rio Vista, CA 94571

RE: Transfer of Real Property of the Former Redevelopment Agency of the City of Rio Vista to the City of Rio Vista

To Whom it May Concern:

As you are aware, redevelopment agencies in California were eliminated in February 2012. The City of Rio, as Successor Agency to the Redevelopment Agency of the City of Rio Vista (the "Former RDA") has been working to wind-down the affairs of the Former RDA since that time. The wind-down process that must be followed is prescribed in Assembly Bill 1484 and includes disposition of the Former RDA's real property. The law requires your agency's approval to transfer one parcel of land to the City of Rio Vista (the "City") through a compensation agreement, which is a written document between your agency and the City, agreeing to terms for the transfer of the parcel to the City. A copy of the proposed compensation agreement is attached.

The parcel of land that requires your approval to transfer to the City is a vacant lot located in Rio Vista's downtown area (specifically the Downtown Waterfront District). A map of the lot is included with this letter. The City desires to develop and use the vacant lot as a public parking lot, with plans for future redevelopment. It is requested that your agency agree to the transfer of the lot to the City in exchange for the distribution to you of your applicable share of the net proceeds relating to the property. In accordance with the Redevelopment Dissolution Statutes, all net proceeds would be transferred to the Solano County Auditor-Controller for distribution to the applicable taxing entities, which includes your agency.

Please contact me at (707) 374-6510 or rhickey@ci.rio-vista.ca.us at your earliest convenience to discuss this important matter further.

Sincerely,

Rob Hickey,
City Manager, and staff to the Successor Agency

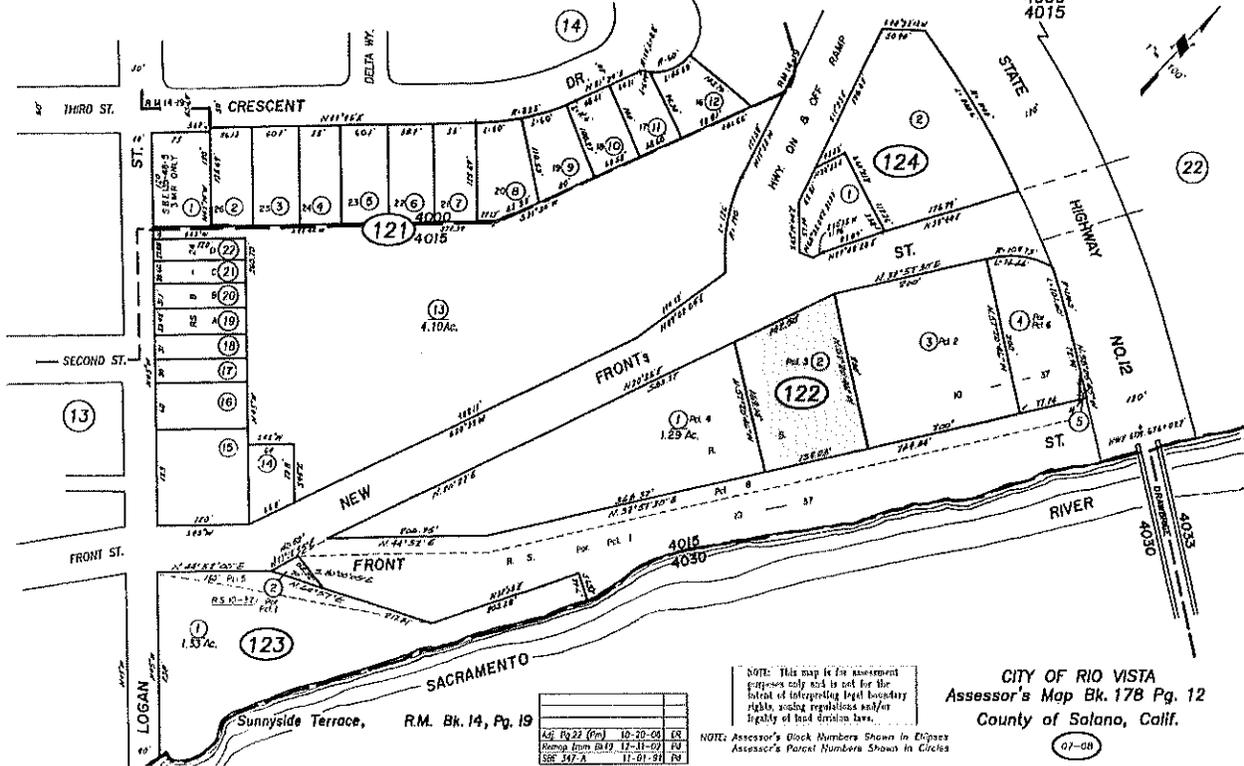
Enclosures: map, proposed compensation agreement

cc: City of Rio Vista Mayor and City Council members
Solano Oversight Board of the Successor Agency of the Redevelopment Agency of the City of Rio Vista

POR. LOT 37, RANCHO DE LOS ULPINOS

Tax Area Code
4000
4015

178-12



NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legally of land division laws.

CITY OF RIO VISTA
Assessor's Map Bk. 178 Pg. 12
County of Salano, Calif.

NOTE: Assessor's Block Numbers Shown in Circles
Assessor's Parcel Numbers Shown in Circles

Lot	Page	Date	DR
Lot	Page	Date	DR
Lot	Page	Date	DR
Lot	Page	Date	DR

07-08

COMPENSATION AGREEMENT
(PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34180(f)
REGARDING SUCCESSOR AGENCY TRANSFER OF PROPERTIES
TO CITY OF RIO VISTA
FOR GOVERNMENTAL USE AND FUTURE REDEVELOPMENT ACTIVITY)

This Compensation Agreement (this "Agreement"), dated for reference purposes as of _____, is entered into by and among the City of Rio Vista (the "City"), as the Successor Agency to the Redevelopment Agency of the City of Rio Vista (the "Former RDA") and on behalf of itself, the County of Solano, the Solano County Free Library, the Solano County Accumulated Capital Outlay Fund, the Solano County Mosquito Abatement District, the Solano County Aviation, the Solano County Recreation, the Solano County Water Agency, the Solano County Library Special Tax Zone 2, the Yolo-Solano Air Quality Management District, the Rio Vista-Montezuma Cemetery District, the San Joaquin Delta College, River Delta Unified School District (for River Delta JT Unif M&O), Sacramento County Office of Education (River Delta Uni-Ed), and the County School Service Fund, (hereinafter collectively referred to as the "Parties") on the basis of the following facts, understandings, and intentions of the Parties:

RECITALS

- A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.
- B. Pursuant to the Redevelopment Dissolution Statutes, the Former RDA was dissolved as of February 1, 2012, and the City, as the Successor Agency, became responsible for paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former RDA.
- C. Accordingly, ownership of the Former RDA's properties that had been acquired to implement the Redevelopment Plan was transferred to the Successor Agency for disposition in accordance with the Redevelopment Dissolution Statutes.
- D. The Successor Agency received a "Finding of Completion" from the DOF in April 2013 confirming that the Successor Agency had made specified required payments under the Redevelopment Dissolution Statutes, entitling the Successor Agency to prepare and submit a Long-Range Property Management Plan (the "LRPMP", as further defined in Section 1, below) to the Oversight Board and the DOF for approval.
- E. The Successor Agency prepared an LRPMP, calling for Former RDA Parcels used for a Governmental Use to be transferred to the City by the Successor Agency for continued Governmental Use, and calling for the Property to be transferred to the City by the Successor Agency for future development, disposition by the City and development by selected developers to implement projects identified in the City's redevelopment plan.
- F. The LRPMP, among others, provided for preparation and execution of a compensation agreement among the City and the Taxing Entities pursuant to California Health

and Safety Code Section 34180(f), providing for specified proceeds of the City's subsequent disposition of the Former RDA Parcels to be distributed to the Taxing Entities in accordance with their proportional shares of the base property tax revenues, or the payment of compensation to be distributed to the Taxing Entities in accordance with their proportional shares of the base property tax revenues should the City wish to retain the Former RDA Parcels (including the Property).

G. The DOF approved the LRPMP on March 12, 2015.

H. The Parties desire to enter into this Agreement to comply with this DOF directive and the terms of the LRPMP for the execution of an appropriate compensation agreement in accordance with California Health and Safety Code Section 34180(f) and to provide for the transfer of the Former RDA Parcels, including the Property, by the Successor Agency to the City, all as more particularly set forth below.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement (Pursuant To California Health and Safety Code Section 34180(f) Regarding Successor Agency Transfer of Properties to City of Rio Vista for Governmental Use and Future Redevelopment Activity), as may be amended from time to time.

(b) "Applicable Shares" has the meaning given in Section 6 of this Agreement.

(c) "Auditor-Controller" means the Solano County Auditor-Controller.

(d) "City" means the City of Rio Vista.

(e) "DOF" means the California Department of Finance.

(f) "Effective Date" has the meaning given in Section 2 of this Agreement.

(g) "ERAF" means the Educational Revenue Augmentation Fund maintained by the Auditor-Controller.

(h) "Former RDA" means the Redevelopment Agency of the City of Rio Vista.

(i) "Former RDA Parcels" means parcels of real property that are owned by the Successor Agency and that are subject to the terms of the LRPMP and this Agreement, each as more fully described in the LRPMP, which may be currently utilized for Governmental Use, and following conveyance to the City, will continue to be used for Governmental Use, or which may be currently vacant parcels and have not been developed.

(j) "LRPMP" means the Long-Range Property Management Plan of the Successor Agency as it exists from time to time. The DOF approved the LRPMP by letter dated March 12, 2015.

(k) "Net Proceeds" means, with respect to the Property, the fair market value of the Property determined by the City based on an independent appraisal of the Property, less the sum of the City's actual costs for the following items (but only to the extent paid from City funds and not from funds provided by the Successor Agency, a developer, or another separate entity), each to be documented in reasonable detail in the Net Proceeds Statement for the Property:

(1) the City's actual costs of site preparation, including hazardous materials remediation and pollution legal liability insurance premiums, if any, in order to prepare the Property for transfer to the City; plus

(2) the City's actual costs, not to exceed Twenty Thousand Dollars (\$20,000), to pay third party vendors for appraisal, legal, real estate consultant, title company, title insurance and other costs to prepare the Property for transfer to the City.

(l) "Oversight Board" means the Successor Agency's oversight board established and acting in accordance with the Redevelopment Dissolution Statutes.

(m) "Parties" means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. "Party" means one (1) of the Parties individually.

(n) "Property" means the following parcel of real property that is owned by the Successor Agency and that is subject to the terms of the LRPMP and this Agreement: that parcel of vacant land containing an area of 0.59 acres, commonly known as 275 N. Front St., Rio Vista, CA 94571.

(o) "Redevelopment Dissolution Statutes" means, collectively, ABx1 26, AB 1484, AB 471, and SB 107, all enacted by the California legislature.

(p) "Successor Agency" means the Successor Agency of the Redevelopment Agency of the City of Rio Vista.

(q) "Taxing Entities" means, collectively, the following entities that comprise affected taxing entities for purposes of the Redevelopment Dissolution Statutes: the County of Solano, the Solano County Free Library, the Solano County Accumulated Capital Outlay Fund, the Solano County Mosquito Abatement District, the Solano County Aviation, the Solano County Recreation, the Solano County Water Agency, the Solano County Library Special Tax Zone 2, the Yolo-Solano Air Quality Management District, the City (on its own behalf), the Rio Vista-Montezuma Cemetery District, the San Joaquin Delta College, River Delta Unified School District (for River Delta JT Unif M&O), Sacramento County Office of Education (River Delta Uni-Ed), and the County School Service Fund. "Taxing Entities" shall also mean and include ERAF if and to the extent the Auditor-Controller determines that ERAF is entitled to a distribution of compensation pursuant to Section 6 of this Agreement and the provisions of California Health and Safety Code Section 34188.

Section 2. Effectiveness of Agreement. This Agreement shall become effective only upon satisfaction of the following conditions:

- (a) Approval of this Agreement by the Oversight Board and direction by the Oversight Board for the Successor Agency to execute and implement this Agreement pursuant to California Health and Safety Code Section 34180(f) (the "Oversight Board Action"); and
- (b) Notification to the DOF of the Oversight Board Action and effectiveness of the Oversight Board Action in accordance with the provisions of California Health and Safety Code Section 34179(h).

Promptly following the effectiveness of this Agreement, the City and the Successor Agency shall transmit notice to all the other Parties that the Agreement is effective and specifying the date the Agreement became effective (the "Effective Date").

Section 3. Signatories With Respect To Certain Funds.

(a) County of Solano. The County of Solano (the "County") administers the following special funds, and, in addition to entering into this Agreement for the County itself, is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Solano County Free Library;
- Solano County Accumulated Capital Outlay Fund;
- Solano County Aviation;
- Solano County Recreation; and
- Solano County Library Special Tax Zone 2.

(b) ERAF. ERAF may be entitled to a distribution pursuant to Section 6 of this Agreement of a portion of the Net Proceeds from the conveyance of the Property to the City. Pursuant to instruction and direction from the DOF and the Auditor-Controller, there is no need for a separate signatory to execute this Agreement on behalf of ERAF because the ultimate beneficiaries of any distribution of the Net Proceeds to ERAF are themselves Taxing Entities that are signatories to this Agreement.

(c) Solano County Office of Education. The Solano County Office of Education ("Office of Education") administers the following special funds, and, in addition to entering into this Agreement for the Office of Education itself, is authorized to, and has entered into this Agreement on behalf of the County School Service Fund.

Section 4. Conveyance of the Property to the City. The Parties acknowledge that there are no Former RDA Parcels that are currently used for a Governmental Use that are owned by the Successor Agency and that need to be conveyed to the City. "Governmental Use" includes, but is not limited to: community centers, libraries, transit centers, City parking lots, City services, and City-owned buildings and facilities. The Property has been identified to be transferred to the City by the Successor Agency for future development, disposition by the City and development by selected developers approved by the City. The City desires to develop and use the Property as a City parking lot, which is a Governmental Use, with plans for future development by selected developers. Promptly following the Effective Date, and in consideration

for the distributions to the Taxing Entities by the City (through the Auditor-Controller) set forth in Section 6 of this Agreement, the Successor Agency shall convey, and the City shall accept, all of the interest in and to the Property. The Successor Agency shall convey the Property by grant deed in form reasonably acceptable to the Successor Agency and the City.

Section 5. Future Redevelopment of the Property by the City. The City intends to develop and use the Property as a City parking lot, with plans for future redevelopment by developers selected by the City.

Section 6. Compensation To Taxing Entities. Since the City wishes to retain the Property for future redevelopment activities, funded from its own funds and under its own auspices, the City shall pay the Net Proceeds to the Taxing Entities in proportion to their shares of the base property tax (the "Applicable Shares"), as determined by the Auditor-Controller pursuant to California Health and Safety Code Section 34188. Within fifteen (15) days after the Effective Date, the City shall remit the Net Proceeds for the Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their Applicable Shares. The attached Exhibit B shows the Applicable Shares of the Taxing Entities under this Section 6. At the time of each distribution pursuant to this Section 6, the City shall provide to the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Net Proceeds (the "Net Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Net Proceeds with respect to each distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City to the extent necessary for a proper determination of City's calculation of the amount of the Net Proceeds.

Section 7. Term of Agreement. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon the distribution by the County of Solano of all amounts owed to the Taxing Entities under this Agreement.

Section 8. Miscellaneous Provisions.

(a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested, postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit A. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section 8.

(b) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(c) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold

the Agreement; provided, however, that the costs of such litigation shall be borne solely by the City and/or the Successor Agency.

(d) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Solano County, California or in the Federal District Court for the Eastern District of California.

(e) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the Parties and approved by the Oversight Board and the DOF, except as otherwise provided below. If, at the time of a proposed amendment of this Agreement, the Successor Agency and the Oversight Board have been terminated in accordance with the applicable provisions of the Redevelopment Dissolution Statutes, then the proposed amendment shall not require approval or execution by the terminated Successor Agency or approval by the terminated Oversight Board. In that event, to obtain the approval of the DOF for such proposed amendment, the County of Solano shall transmit the proposed amendment to the DOF on behalf of the remaining Parties and seek the timely approval of such amendment by the DOF.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(g) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(h) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(i) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(j) Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: List of Addresses For Notice Purposes

Exhibit B: Illustrative Taxing Entities Applicable Shares of Property Taxes

(k) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this

Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(l) Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration. Whenever action and/or approval by the Successor Agency is required under this Agreement, the Executive Director or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the Executive Director determines in his or her discretion that such action or approval requires referral to the Successor Agency Board for consideration.

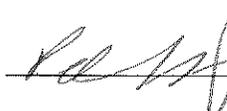
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval
as to Form (Optional)

For Execution
(Required)

CITY OF RIO VISTA, AS SUCCESSOR AGENCY
OF THE REDEVELOPMENT AGENCY OF THE
CITY OF RIO VISTA

By: 
Name: Rob Hickey
Title: City Manager

CITY OF RIO VISTA

By: 
Name: Rob Hickey
Title: City Manager

COUNTY OF SOLANO

By: _____
Name: _____
Title: _____

SOLANO COUNTY MOSQUITO ABATEMENT
DISTRICT

By: _____
Name: _____
Title: _____

For Attestation and/or Approval
as to Form (Optional)

For Execution
(Required)

SOLANO COUNTY WATER AGENCY

By: _____

Name: _____

Title: _____

YOLO-SOLANO AIR QUALITY MANAGEMENT
DISTRICT

By: _____

Name: _____

Title: _____

RIO VISTA-MONTEZUMA CEMETERY
DISTRICT

By: _____

Name: _____

Title: _____

SAN JOAQUIN DELTA COLLEGE

By: _____

Name: _____

Title: _____

For Attestation and/or Approval
as to Form (Optional)

For Execution
(Required)

RIVER DELTA UNIFIED SCHOOL DISTRICT
(RIVER DELTA JT UNIF M&O)

_____ By: _____
Name: _____
Title: _____

SACRAMENTO COUNTY OFFICE OF
EDUCATION (RIVER DELTA UNI-ED)

_____ By: _____
Name: _____
Title: _____

SOLANO COUNTY OFFICE OF EDUCATION

_____ By: _____
Name: _____
Title: _____

EXHIBIT A

LIST OF ADDRESSES FOR NOTICE PURPOSES

City of Rio Vista, as Successor Agency of the Redevelopment Agency of the City of Rio Vista, and on its own behalf	One Main Street Rio Vista, CA 94571
City of Rio Vista	One Main Street Rio Vista, CA 94571
County of Solano	675 Texas Street, Suite 6500 Fairfield CA 94533
Solano County Free Library	1150 Kentucky St. Fairfield, CA 94533
Solano County Accumulated Capital Outlay Fund	675 Texas Street, Suite 6500 Fairfield CA 94533
Solano County Mosquito Abatement District	2950 Industrial Court Fairfield, CA 94533
Solano County Aviation	301 Airport Rd. Vacaville, CA 95688
Solano County Recreation	675 Texas Street, Suite 6500 Fairfield CA 94533
Solano County Water Agency	810 Vaca Valley Parkway, Suite 203 Vacaville, CA 95688
Solano County Library Special Tax Zone 2	1150 Kentucky St. Fairfield, CA 94533
Yolo-Solano Air Quality Management District	1947 Galileo Ct. Davis, CA 95618
Rio Vista-Montezuma Cemetery District	P.O. Box 385 Rio Vista, CA 94571
San Joaquin Delta College	5151 Pacific Avenue, Room 201 Stockton, CA 95207
River Delta Unified School District (River Delta JT Unif M&O)	445 Montezuma Street Rio Vista, CA 94571
Sacramento County Office of Education (River Delta Uni-Ed)	10530 Mather Boulevard Mather, CA 95644
Solano County Office of Education (County School Service Fund)	5100 Business Center Dr. Fairfield, CA 94534

EXHIBIT B

ILLUSTRATIVE TAXING ENTITIES
APPLICABLE SHARES OF PROPERTY TAXES

<u>Taxing Entity/Fund</u>	<u>Property Tax Share</u>
GENERAL COUNTY	24.79609345%
SOLANO COUNTY FREE LIBRARY	2.85524192%
SOLANO COUNTY ACCUMULATED CAPITAL OUTLAY FUND	0.64835093%
SOLANO COUNTY MOSQUITO ABATEMENT DISTRICT	0.56432140%
SOLANO COUNTY AVIATION	0.09562176%
SOLANO COUNTY RECREATION	0.16257623%
SOLANO COUNTY WATER AGENCY	1.92293136%
SOLANO COUNTY LIBRARY SPECIAL TAX ZONE 2	0.16265427%
YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT	0.29183735%
CITY OF RIO VISTA	14.80561095%
RIO VISTA-MONTEZUMA CEMETERY DISTRICT	1.71857973%
ERAF:	
SAN JOAQUIN DELTA COLLEGE (SAN JOAQUIN COMM COL M&O)	7.22337507%
RIVER DELTA UNIFIED SCHOOL DISTRICT (RIVER DELTA JT UNIF M&O)	42.31759908%
SACRAMENTO COUNTY OFFICE OF EDUCATION (RIVER DELTA UNI-ED)	2.20112515%
COUNTY SCHOOL SERVICE FUND (CO SCHOOL SER FUND SUPP)	0.23408134%
TOTAL	100.00000000%

RESOLUTION NO. __839

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE RIVER DELTA UNIFIED
SCHOOL DISTRICT APPROVING A COMPENSATION AGREEMENT WITH THE
CITY OF RIO VISTA**

RECITALS

- A. Pursuant to California Law, the former Redevelopment Agency of The City of Rio Vista ("RDA") was dissolved as of February 1, 2012, and the City of Rio Vista, as the successor agency, became responsible for paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the former RDA.
- B. Accordingly, ownership of the former RDA's properties that had been acquired to implement the City Redevelopment Plan was transferred to the City for disposition in accordance with Redevelopment Law.
- C. The City as successor Agency received a "Finding of Completion" from the State of California Department of Finance (DOF) in April 2013 confirming that the Successor Agency had made specified required payments under the Redevelopment Dissolution Statutes, entitling the Successor Agency to prepare and submit a Long-Range Property Management Plan (the "LRPMP") to the Oversight Board and to DOF for approval.
- D. The LRPMP provided for preparation and execution of a compensation agreement among the City and the Taxing Entities pursuant to California Health and Safety Code Section 34180(f), providing for specified proceeds of the City's subsequent disposition of the RDA's former parcels to be distributed to the various taxing entities, including the School District, in accordance with their proportional shares of the base property tax revenues should the City wish to retain the Former RDA Parcels.
- E. The State of California's Department of Finance approved the LRPMP on March 12, 2015.
- F. It is the School Board's desire to approve the Compensation Agreement to comply with this DOF directive in accordance with the California Health and Safety Code and to assist the transfer of the former RDA Parcels, including the Property to the City consisting of 0.59 acres of land commonly known as 275 North Front Street, Rio Vista, California 94571.

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of the River Delta Unified School District as follows:

1. That the recitals set forth above are true, correct and valid.
2. That the District approves and agrees to the terms of the Compensation Agreement in the form provided to the Board.
3. That the Superintendent is authorized to sign the Compensation Agreement on behalf of the District and to transmit a signed copy to the City manager of the City of Rio Vista.

APPROVED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

PRESIDENT, BOARD OF TRUSTEES

River Delta Unified School District

ATTEST: _____

River Delta Unified School District

FOR GOVERNING BOARD ACTION

October 11, 2022

PREPARED BY: Tammy Busch, Assistant Superintendent, Business Services

REVIEWED BY: Kathy Wright, Superintendent

SUBJECT: **Resolution Authorizing Compensation Agreement With Successor Agency**

RECOMMENDED ACTION: It is recommended that the Board review the proposed Resolution Authorizing Compensation Agreement With Successor Agency.

DESCRIPTION: Resolution No.839, which will authorize the Compensation Agreement with the City of Rio Vista.

The City of Rio Vista, as Successor Agency to the Redevelopment Agency of the City of Rio Vista (the "Former RDA"), became responsible for paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former RDA. Rio Vista is involved in winding down its former redevelopment agency as are cities throughout the State.

The Compensation Agreement ("Agreement") with the City of Rio Vista and the various other agencies is regarding the proposed disposition of the property and other assets described in the Agreement. A Long-Range Property Management Plan of the City has been approved by the State Department of Finance ("LRPMP") for this purpose.

For the City now to assume jurisdiction over the proposed parking lot property downtown, it is necessary for the Agreement to be entered into addressing the rights of the various taxing entities in that property. The District's pro rata share of compensation is 42.3% which is the largest share of interest.

FISCAL IMPACT: None at this time. The District will receive compensation as property is sold by the successor agency.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 2022

Attachments: X

From: Nancy Vielhauer, Assistant Superintendent of Educational Services Item: Number: 12

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

SUBJECT:

Request to Approve the First and Final Reading of the Administrative Regulation 1330.

BACKGROUND:

Following an internal audit, it was found that our Administrative Regulation did not align with our practice.

STATUS:

We move to align our Administrative Regulation with our practice to ensure appropriate implementation.

PRESENTER:

Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board Approve First and Final Reading of the Administrative Regulation 1330.

Time allocated: 3 minutes

Regulation 1330: Use of School Facilities

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Board of Trustees

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of drugs or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

4. Any use which involves the possession, consumption, or sale of alcoholic beverages, except for special events approved by the Superintendent or designee pursuant to Business and Professions Code 25608 which are covered by a special event permit pursuant to Division 9 of the Business and Professions Code and which will occur at a time when pupils are not on the grounds. Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

The district may exclude certain school facilities from nonschool use for safety or security reasons. The district does not make a campus's school facilities available for non-school use during times of the day when school is in session or when district-operated afterschool programs are in operation on that campus. The district does not make elementary classrooms available for nonschool use.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall

bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

(cf. 3515.21 - Unmanned Aircraft Systems (Drones))

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: October 11, 2022

Attachments: 2

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 13

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

SUBJECT:

Request the Board Authorize 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.

BACKGROUND:

On May 10, 2022 the Board of Trustees approved project budgets for Rio Vista High School New Classroom and Delta/Clarksburg Cafeteria Modernization projects. Included in the budgets are fees for DSA plan review and approval which is the permitting process for school districts. DSA reviews the plans for access compliance, fire & life safety and structural safety. The requested fee amounts are within the approved budgets. The District needs to issue checks to DSA before they will begin the permitting process. The architect is scheduled to submit plans to DSA for review in November.

Status:

Staff recommends authorization of the payment of DSA Fees for the Rio Vista High School New Classroom and Delta/Clarksburg Cafeteria Modernization Projects.

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:

Measure J not to exceed \$25,980 for Rio Vista High School New Classroom Project. Measure K not to exceed \$25,980 for Delta/Clarksburg Cafeteria Modernization Project.

RECOMMENDATION: Staff recommends:

- (1) That the Board approves the DSA fee for the RVHS New Classroom project.
- (2) That the Board approves the DSA fee for DHS/CMS Cafeteria Modernization project.

Time allocated: 5 minutes

Plan/Field Review Fee Calculator

Project submitted to DSA

- on or after 5/1/2021
- between 3/1/2019 and 4/30/2021
- between 10/1/2017 and 2/28/2019
- between 2/1/2016 and 9/30/2017
- between 12/1/2014 and 1/31/2016
- between 6/1/2013 and 11/30/2014
- between 2/16/2010 and 5/31/2013
- before 2/1/2010

Project Type: **Select project type**

School(K-12) ▼

Estimated Amt:

Contracted Amt:

Construction Change Document Amt:

RVHS New Classroom Bldg.

Check review(s) for project

- Access Compliance
- Fire & Life Safety
- Structural Safety

Fees may be mailed or hand delivered. DSA also accepts payments by credit card or electronic check online through a third-party software run by Fiserv at [DSA Filing, Invoice & Re-Exam Fees](http://www3.thepayplace.com/ca/dgsdsa/firfees) (www3.thepayplace.com/ca/dgsdsa/firfees). Proof of online payment must be submitted as directed in procedure PR 20-02: *Online Payments for Plan Review Filing Fees, Plan/Field Review Fee Invoices & Project Certification Re-Examination Fees.*

	Access Compliance	Fire & Life Safety	Structural Safety	Total Due
Filing Fee	\$6,450.00	\$5,400.00	\$14,130.00	\$25,980.00
Additional Fee	\$0.00	\$0.00	\$0.00	\$0.00
Further Fee	\$0.00	\$0.00	\$0.00	\$0.00

DGS Links

- [DGS Home](#)
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Plan/Field Review Fee Calculator

Project submitted to DSA

- on or after 5/1/2021
- between 3/1/2019 and 4/30/2021
- between 10/1/2017 and 2/28/2019
- between 2/1/2016 and 9/30/2017
- between 12/1/2014 and 1/31/2016
- between 6/1/2013 and 11/30/2014
- between 2/16/2010 and 5/31/2013
- before 2/1/2010

Project Type: **Select project type**

School(K-12) ▼

Estimated Amt: 2200000

Contracted Amt: 0

Construction Change Document Amt: 0

Delta HS Cafeteria Remodel

Check review(s) for project

- Access Compliance
- Fire & Life Safety
- Structural Safety

Calculate

Fees may be mailed or hand delivered. DSA also accepts payments by credit card or electronic check online through a third-party software run by Fiserv at [DSA Filing, Invoice & Re-Exam Fees](http://www3.thepayplace.com/ca/dgsdsa/firfees) (www3.thepayplace.com/ca/dgsdsa/firfees). Proof of online payment must be submitted as directed in procedure PR 20-02: *Online Payments for Plan Review Filing Fees, Plan/Field Review Fee Invoices & Project Certification Re-Examination Fees.*

	Access Compliance	Fire & Life Safety	Structural Safety	Total Due
Filing Fee	\$6,450.00	\$5,400.00	\$14,130.00	\$25,980.00
Additional Fee	\$0.00	\$0.00	\$0.00	\$0.00
Further Fee	\$0.00	\$0.00	\$0.00	\$0.00

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