

ALTA LOMA SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, June 14, 2023
6:00 PM

Alta Loma School District Support Center
9390 Base Line Road
Alta Loma, California

Motion

1st 2nd App

A. OPEN SESSION

B. CALL TO ORDER AND ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PUBLIC COMMENT ANNOUNCEMENT

The Board of Trustees welcomes comments from visitors, employees, employee groups, parent organizations and students. Prior to addressing the Board please complete the comment form located at the west entrance and give it to the Superintendent's Administrative Assistant.

The Board has set aside 45 minutes for the Public Comment, allowing a maximum of 3 minutes per individual.

The Public comment period is the opportunity for the public to address the Board on (1) items on the public session agenda; (2) items on the closed session agenda; and (3) other topics within the jurisdiction of the Board.

In accordance with the Brown Act, the Board will limit any responses to public comment to brief statements, referral to staff or referral to a future Board agenda.

PLEASE NOTE: There will not be a separate opportunity to comment at the time each agenda item is addressed by the Board, unless the item specifically involves an agenda item public hearing. All public comment will be heard during the agenda item public comment section.

Action

E. ADOPTION OF AGENDA

Action

F. APPROVAL OF MINUTES

(Minutes of the 6/07/23 meeting will be approved at the 8/2/23 meeting)

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from Adriana Mohler at (909) 484-5151, Extension 102003, by FAX (909) 484-5155 or email at amohler@alsd.org. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

Documents supporting agenda items are available for public inspection at the Alta Loma School District Support Center, 9390 Base Line Road and on the District website at www.alsd.k12.ca.us.

G. RECOGNITIONS AND PRESENTATIONS

An opportunity to honor students, employees, and community members for outstanding achievement. Information regarding district events is also available at each meeting.

H. PUBLIC COMMENT

Consistent with the Public Comment Announcement above, this is the opportunity for the public to address the Board on (1) items on the public session agenda; (2) items on the closed session agenda; and (3) other topics within the jurisdiction of the Board.

I. PUBLIC HEARING

J. BOARD REPORT

An opportunity for board members to discuss items as follows:

1. Conferences, workshops, and meetings
2. School visitations and activities
3. CSBA and/or SBCSBA activities

Any other topics will be discussed at the agenda item(s).

K. SUPERINTENDENT & STAFF REPORTS

An opportunity for the Superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities such as:

1. Curriculum/instructional updates
 - a. Local Indicators
2. Timely events/information
3. District activities

Action

L. CONSENT CALENDAR

Actions proposed for Consent Calendar (block vote) items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the block vote items. Consent Calendar items are voted on at one time, although any such item can be considered separately at a Board member's request.

1. Recommend the Board approve routine agreements with the following vendors, and authorize Superintendent Smith and/or applicable administrators to sign all related documents:
 - 1) Global CTI; 2) Maxim Healthcare Staffing; 3) Teen Truth. (pp. 1-2)

2. Recommend the Board approve payments to vendors in Board Payment Report, as presented. (p. 3)
3. Recommend the Board approve employment, terminations, resignations, leaves and temporary assignments, as presented. (pp. 4-8)
4. Recommend the Board accept the following donations:
 - a. Donation of \$50,000 from Stork PFSA to Stork Elementary School's Student Fundraiser Account to be used to enhance the instructional program. (No exhibit)
5. Recommend the Board authorize Board Members, Buller, Chung, Davies, Hurley, Martinez, Superintendent Smith, Associate Superintendent Hart, and Assistant Superintendents, Carlson and Pierce to attend CSBA's Annual Education Conference in San Francisco, CA, November 30 – December 2, 2023 and approve all related expenses. (No exhibit)
6. Amend Board Policies
Second Reading
 BP 5144 – Discipline
 BP 5144.1 – Suspension and Expulsion/Due Process
 AR 5144.1 - Suspension and Expulsion/Due Process
 (pp. 9-44)
7. Adopt Job Description
Second Reading
 • Child Nutrition Operations Coordinator
 (pp. 45-51)

M. CURRICULUM AND INSTRUCTION

- | | | |
|--------|---|-------------------------|
| Action | 1. Recommend the Board approve Alta Loma School District's 2023-24 Local Control Accountability Plan (LCAP) as presented. (p. 52) | _____

_____ |
| Action | 2. Recommend the Board approve the contract with Braille Abilities, LLC for the 2022-2023 extended school year (ESY) for \$9,000 and for the 2023-2024 school year for \$139,000, for a total amount not-to-exceed \$148,000 and authorize Superintendent Sherry Smith and/or Associate Superintendent Eric Hart to sign all related documents. (pp. 53-83) | _____

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N. BUSINESS AND FINANCIAL PROCEDURES

- | | | |
|--------|--|-------------------------|
| Action | 1. Recommend the Board approve the proposed 2023-24 Alta Loma School District Budget as presented. (p. 84) | _____

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| Action | 2. Recommend the Board authorize the Alta Loma School District to utilize approved competitive bids from other school districts Child Nutrition purchases and authorize Superintendent Sherry Smith and/or Associate Superintendent Eric Hart to sign all Related documents. (p. 85) | _____

_____ |

		Motion		
		<u>1st</u>	<u>2nd</u>	<u>App</u>
Action	3. Recommend the Board authorize the Alta Loma School District to utilize approved competitive bids from Super Cooperative for Child Nutrition purchases and authorize Superintendent Sherry Smith and/or Associate Superintendent Eric Hart to sign all Related documents. (p. 86)	—	—	—
Action	4. Recommend the Board authorize the Alta Loma School District to utilize approved competitive bids from Pomona Valley Cooperative School Districts for Child Nutrition purchases and authorize Superintendent Sherry Smith and/or Associate Superintendent Eric Hart to sign all related documents. (p. 87)	—	—	—
Action	5. Recommend the Board authorize the Alta Loma School District to utilize approved competitive bids from the Pomona Unified Collaborative for Child Nutrition purchases and authorize Superintendent Sherry Smith and/or Associate Superintendent Eric Hart to sign all related documents. (p. 88)	—	—	—
Action	6. Recommend the Board grant permission to Advertise Bids for the Carnelian Playground Equipment Relocation Project Bid #2022-23-05 and authorize Superintendent Sherry Smith and/or Associate Superintendent Eric Hart to sign all related documents. (p. 89)	—	—	—

O. HUMAN RESOURCES

Action	1. Recommend the Board approve Resolution No. 06-14-23(a) designating the week of October 8-14, 2023 as <i>Week of the School Administrator</i> per Education Code §44045.1 (pp. 90-91)	—	—	—
Action	2. Recommend the Board adopt resolution designating the week of May 6 through May 10, 2024 as <i>Teacher Appreciation Week</i> and designating May 18, 2024 as <i>California Day of the Teacher</i> . (p. 92)	—	—	—
Action	3. Recommend the Board adopt resolution designating the week of May 13 through May 17, 2024 as <i>Classified School Employee Week</i> . (p. 93)	—	—	—
Action	4. Recommend the Board consider and approve amendments to the Contract for Employment of the Superintendent. (p. 94)	—	—	—
Action	5. Recommend the Board consider and approve amendments to the Contract for Employment of the Associate Superintendent, Administrative Services. (p. 95)	—	—	—
Action	6. Recommend the Board consider and approve the Employment Contract of Dr. Christina Pierce as the Assistant Superintendent of Educational Services for the term July 1, 2023 – June 30, 2026. (pp. 96-100)	—	—	—
Action	7. Recommend the Board approve the revised Management Salary Schedule to include the salary range for the position of Child Nutrition Operations Coordinator, as presented. (pp. 101-102)	—	—	—

P. BOARD INFORMATION/DISCUSSION

1. Adopt Job Description
First Reading
School Counselor
(pp. 103-108)
2. Governance Calendar
(pp. 109-110)

Q. FUTURE AGENDA ITEMS

R. ANNOUNCEMENTS

1. The date of the next regular meeting of the Board of Trustees is Wednesday, August 2, 2023, 6:00 PM at the Alta Loma School District Support Center, 9390 Base Line Road.

S. CLOSED SESSION

Adjourn to Closed Session for the purpose of discussing matters expressly authorized by Government Code §3549.1, 54956.9, 54956.9(d), 54957, and 54957.6.

- ☒ 1. Public Employee Performance Evaluation/Employment – Superintendent.
- ☐ 2. Conference with labor negotiator Sherry Smith, Superintendent, Eric Hart, Associate Superintendent, Administrative Services, Donna Carlson, Assistant Superintendent, Human Resources and other negotiation team members.
 - a. Alta Loma Educators Association (ALEA).
- ☒ 3. Conference with labor negotiators for unrepresented employees:
 - a. Certificated and Classified Management, and Confidential. Agency representative - Superintendent.
 - b. Classified Employees and Proctors. Agency representative – Superintendent.
 - c. Superintendent. Agency representative – Board of Trustees.
- ☐ 4. Student disciplinary/expulsion/readmission matters.
- ☐ 5. Public Employee Employment/Discipline/Dismissal/Release.
- ☒ 6. Conference with Legal Counsel – Existing/Potential Litigation (Government Code §54956.9(d)(1), and §54956.9(d)(2))
 - a. OAH 2023030527
 - b. Case # CIV SB 2304148

T. OPEN SESSION

1. Required announcements (if any) regarding closed session action.

U. ADJOURNMENT



Administrative Services Memorandum

To: Dr. Sherry Smith, Superintendent

From: *EH* Eric Hart, Associate Superintendent, Administrative Services

Date: June 14, 2023

Subject: Approval of Routine Agreements

BACKGROUND: Board Policy 3300 (Expenditures/Expending Authority) requires that all agreements must be approved or ratified by the Board.

RATIONALE: The attached list summarizes the agreements that require Board approval. The summary lists the vendors, a description of services and comments and responsible administrator/manager.

FUNDING: Per attached requisition summary.

RECOMMENDATION: Recommend the Board approve routine agreements with the following vendors:

1. Global CTI
2. Maxim Healthcare Staffing
3. Teen Truth

VENDOR	DESCRIPTION/COST	RESPONSIBLE ADMINISTRATOR OR MANAGER
Global CTI	Annual fee for Mitel Support switches and software from April 25, 2023 through April 24, 2024. Total cost is \$25,100.	Director, MOT
Maxim Healthcare Staffing	Increase purchase order for Instructional Aide and Behavior Intervention Aide positions for the 2022-23 school year and ESY from a total not-to-exceed \$270,000 to \$370,000.	Director, Special Education/Pupil Services
Teen Truth	Assembly and leadership summit fee for Vineyard Junior High students on September 19, 2023. Deposit and prepayment are required. Total cost is \$4,950.	Principal



Administrative Services Memorandum

To: Dr. Sherry Smith, Superintendent

From: Eric Hart, Associate Superintendent, Administrative Services

Date: June 14, 2023

Subject: Approval of District Purchase Orders and Payments to Vendors

Total of Purchase Orders: \$899,903.01


Total Payments to Vendors (All Funds): \$743,731.25

RECOMMENDATION: Recommend the Board approve purchase orders and payments to vendors in the Board Purchase Order Report and Board Payment Report as presented.



Human Resources Memorandum

To: Dr. Sherry Smith, Superintendent

From:  Donna Carlson, Assistant Superintendent, Human Resources

Date: June 14, 2023

Subject: Approval of Routine Personnel Items

RECOMMENDATION: Recommend the Board approve appointments, terminations, status changes and leaves of absence as presented.

ALTA LOMA SCHOOL DISTRICT
BOARD OF TRUSTEES
June 14, 2023

CERTIFICATED PERSONNEL

I. RECOMMENDED APPOINTMENTS

(Pending approval of new position/salary placement)

NAME	EFFECTIVE	ASSIGNMENT/ SITE	POSITION CODE/SALARY
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Administrative

None

Temporary

None

Temporary Extension

None

Probationary 1

None

Probationary 2

None

II. CHANGE OF STATUS

(Change in site or hours)

NAME	EFFECTIVE	STATUS	ASSIGNMENT
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Leave of Absence

NAME	EFFECTIVE	ASSIGNMENT/SITE/CODE
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None

Return from Leave of Absence

NAME	EFFECTIVE	POSITION/SITE/CODE
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Andres, Bridget	05/25/23	Teacher, 2nd Grade, Hermosa Elementary, CETEAC0010
Wolf, Alexis	05/25/23	Teacher, 5th Grade, Hermosa Elementary, CETEAC0494

ALTA LOMA SCHOOL DISTRICT
BOARD OF TRUSTEES
June 14, 2023

CERTIFICATED PERSONNEL (continued)

III. OTHER PERSONNEL
(Stipends & Limited Assignments)

NAME	EFFECTIVE	ASSIGNMENT
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None

IV. RESIGNATIONS

NAME	EFFECTIVE	POSITION/SITE/CODE
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Dorr, Clarissa	5/24/23	Teacher, Secondary, Alta Loma Junior High, CETEAC0025
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V. TERMINATION OF EMPLOYMENT

EMPLOYEE	EFFECTIVE	POSITION/SITE/CODE
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None

ALTA LOMA SCHOOL DISTRICT
BOARD OF TRUSTEES
June 14, 2023

CLASSIFIED PERSONNEL

I. RECOMMENDED APPOINTMENTS

(Pending approval of new position/salary placement)

NAME	EFFECTIVE	ASSIGNMENT/ SITE	CODE/SALARY/HOURS
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None

Short Term Appointment

None

II. CHANGE OF STATUS

(Change in site, position or hours)

NAME	EFFECTIVE	STATUS	ASSIGNMENT
Cockrell, Tracy	07/01/22	From:	Administrative Secretary, Human Resources, DSC, CLSCTY0029, Salary 45-F, 8 hours a day
		To:	Administrative Assistant, Human Resources, Salary 17-V
Jefferson, Yvonne	08/03/23	From:	Child Nutrition Worker, Hermosa Elementary, CLCNWK0003, Salary 26-E, 3.5 hours a day
		To:	3.75 hours a day
Masropian, April	08/03/23	From:	Child Nutrition Worker, Vineyard Junior High, CLCNWK0031, Salary 26-C, 3.5 hours a day
		To:	4 hours a day
Odell, Mercy	08/03/23	From:	Child Nutrition Worker, Hermosa Elementary, CLCNWK0039, Salary 26-B, 2.5 hours a day
		To:	2.75 hours a day
Surgent, Diana	08/03/23	From:	Child Nutrition Worker, Vineyard Junior High, CLCNWK0028, Salary 26-B, 3.5 hours a day
		To:	4 hours a day

Leave of Absence

NAME	EFFECTIVE	POSITION/SITE/CODE
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None

ALTA LOMA SCHOOL DISTRICT
BOARD OF TRUSTEES
June 14, 2023

CLASSIFIED PERSONNEL (continued)

Return from Leave of Absence

NAME	EFFECTIVE	POSITION/SITE/CODE
Allen, Lakeisha	05/25/23	Instructional Aide, Title 1, Banyan Elementary, CLAIDE0095
Nollola, Andrea	05/26/23	ELO-P Activities/Enrichment Assistant, Alta Loma Elementary, CLCCRE0029

III. CHANGE OF CALENDAR

NAME	EFFECTIVE	POSITION/SITE/CODE	CALENDAR
None			

IV. OTHER PERSONNEL
(Stipends & Limited Assignments)

Classified in Lieu of Certificated Staff

NAME	EFFECTIVE	ASSIGNMENT/ SITE	CODE/SALARY
None			

V. RESIGNATIONS


NAME	EFFECTIVE	ASSIGNMENT
DeLaRosa, Miechelle	5/24/23	Parent Ambassador, Banyan Elementary, Timecard Position

VI. TERMINATION OF EMPLOYMENT

EMPLOYEE	EFFECTIVE	POSITION/SITE/CODE
None		



Superintendent's Memorandum

To: Board of Trustees
From:  Dr. Sherry Smith, Superintendent
Date: June 14, 2023
Subject: Amend Board Policies Related to Students.

BACKGROUND: In order to keep Board Policies in compliance with applicable State and Federal laws, as well as to create consistency of format within all Board Policies, the District contracted with the California School Boards Association to facilitate the review and revision of all Board Policies.

Second Reading

BP 5144 – Discipline
BP 5144.1 Suspension and Expulsion/Due Process
AR 5144.1 Suspension and Expulsion/Due Process

RATIONALE: This action will amend the policies to be compliant with current State and Federal Law and current practices.

FUNDING: There is no fiscal impact to this action.

RECOMMENDATION: Recommend the Board amend Board Policies Related to Students, as presented.

Alta Loma SD

Board Policy

Students

BP 5144(a)

DISCIPLINE

The Board of Trustees ~~desires~~ *is committed* to provide~~ing~~ a safe, supportive, and positive school environment conducive to student learning and *achievement and desires* to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, *provision of appropriate intervention and support*, and parent/*guardian* involvement can minimize the need for disciplinary *measures that exclude students from instruction as a means for correcting student misbehavior*.

The Superintendent or designee shall ~~approve, for each school, a complement of~~ *develop* effective, age-appropriate strategies for ~~correcting~~ *maintaining a positive school climate and correcting* student *misbehavior at District schools*. Such ~~The~~ strategies may include, but are not limited to, conferences with students and their parents/guardians; use of study, guidance, or other intervention-related teams; and enrollment in a program teaching prosocial behavior or anger management. Staff shall use preventative measures and positive conflict resolution techniques ~~whenever possible~~ *shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of District discipline policies and practices*.

~~Board policies and administrative regulations shall outline acceptable student conduct and provide the basis for sound disciplinary practices.~~

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as *detention*, suspension and expulsion, shall be imposed only when required by law and when other means of correction have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with District regulations. (Education Code 49005.2)

(cf. 5131.41 – Use of Seclusion and Restraint)

DISCIPLINE (continued)

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs. ~~However, the rules shall be~~ consistent with law, board policy, and District regulations. The Board, at an open meeting, ~~may~~ **shall** review the approved school discipline rules for consistency with board policy and state law. ***Site-level disciplinary rules shall be included in the District's comprehensive safety plan.*** (Education Code 32282, 35291.5)

(cf. 0450 – Comprehensive Safety Plan)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. ~~When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline.~~ When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, ***well-being***, and opportunity to learn.

~~Persistently disruptive students may be assigned to alternative programs or removed from school in accordance with law, board policy, and administrative regulation.~~

Referrals to Law Enforcement

The Superintendent or designee will ensure there are clear, uniform, and objective criteria for law enforcement involvement in student incidents occurring at District schools or school related events. The Superintendent or designee will also ensure equal treatment of students on the basis of race, color, and national origin in the referral of students to law enforcement, including to School Resource Officers (SROs).

School administrators, in partnership with the community and parents, have exclusive authority over school discipline issues. At all times, school administrators and not law enforcement are responsible for student discipline matters. Law enforcement referrals shall not be used to engage in disputes that are solely related to issues of school discipline. School administrators/staff will only contact law enforcement regarding student behavior for major threats to school safety or serious school-based criminal conduct that cannot be safely and appropriately handled by a school's internal disciplinary procedures, or as required by law under Section 48902 of the California Education Code. Law enforcement shall not be asked by school staff to interview or collect evidence for District disciplinary purposes, including expulsion matters.

Site administration shall contact the student's parent/guardian and shall document all referrals to law enforcement. The District will document all referrals to law enforcement consistent with 34 C.F.R. § 100.6(b) and its system for tracking school discipline actions as described in Administrative Regulation (AR) 5144.

DISCIPLINE (continued)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the District's nondiscrimination policies. Similarly, all referrals to law enforcement, including the School Resource Office, shall be done pursuant to the District's nondiscrimination policies. Staff shall not use or permit the use of actual or perceived race, color, ethnicity, or nationality when determining whether to make a referral to law enforcement.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing *consistent the skills needed to effectively and equitably implement the disciplinary strategies adopted for District schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application.* ~~implementing effective disciplinary~~ *accountability and positive intervention* techniques, and ~~establishing the tools to form strong,~~ cooperative relationships with parents/guardians.

The Superintendent or designee will also provide relevant training for District and site administrators, teachers, school security, and other staff as appropriate, as well as SROs and other law enforcement officers who will respond to incidents at District schools or to school-related activities, regarding the District's policies for notifying law enforcement regarding student behavior. Such training will include the District's non-discrimination obligations under Title VI, the role of school employees and not law enforcement in addressing student discipline matters except as described above in AR 5144, and documentation of all law enforcement referrals as described in AR 5144.

Corporal Punishment

~~Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49001)~~

~~However, corporal punishment does not include any pain or discomfort suffered by a student as a result of his/her voluntary participation in an athletic or other recreational competition or activity. In addition, an employee's use of force that is reasonable and necessary to protect himself/herself, students, staff, or other persons, to prevent damage to property, or to obtain possession of weapons or other dangerous objects within the control of the student is not corporal punishment. (Education Code 49001)~~

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the District's Local Control and Accountability Plan, as required by law.

DISCIPLINE (continued)

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in District schools in the immediately preceding school year and their effect on student learning.

Policy
adopted: August 23, 2006
amended: July 21, 2021

ALTA LOMA SCHOOL DISTRICT
Alta Loma, California

Alta Loma SD

Board Policy

Students

BP 5144.1(a)

SUSPENSION AND EXPULSION/DUE PROCESS

The Board of Trustees desires to provide District students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of District students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying Administrative Regulation.

(cf. 5144 – Discipline)

(cf. 6154 –Homework/Makeup Work)

Except when otherwise permitted by law, a student may be suspended or expelled only when ~~his/her~~ **the** behavior is related to a school activity or school attendance occurring within any District school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

(cf. 5131.2 – Bullying)

(cf. 5145.7 –Sexual Harassment)

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the District's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying Administrative Regulation, or when ~~his/her~~ **the student's** presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student ~~in grades K-3~~ may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261,266c, 286,~~287~~, 288, 288a, or 289, *or former 288a*, or committing a sexual battery as defined in Penal Code 243.4

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying Administrative Regulation ~~under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12,"~~ the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying Administrative Regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and Administrative Regulation. (Education Code 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall ~~annually present to the Board a report of the~~ *maintain* outcome data *related to student suspensions and expulsions in accordance with which the District is required to collect pursuant to* Education Code 48900.8 and 48916.1, including, *but not limited to* the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. *For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.*

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the District is meeting its goals for improving school climate as specified in its Local Control and Accountability Plan.

Policy
adopted: August 23, 2006
amended: September 18, 2013
April 4, 2018

ALTA LOMA SCHOOL DISTRICT
Alta Loma, California

Alta Loma SD

Administrative Regulation

Students

AR 5144.1(a)

SUSPENSION AND EXPULSION /DUE PROCESS

Definitions

Suspension ~~from school~~ means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Trustees for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910-, *so long as R* removal from a particular class ~~shall~~ *does* not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control; or the general supervision, of school personnel. (Education Code 48925)

~~Day means a calendar day unless otherwise specifically provided. (Education Code 48925)~~

~~School day means a day upon which the schools of the District are in session or weekdays during the summer recess. (Education Code 48925)~~

~~Student includes a student's parent/guardian or legal counsel. (Education Code 48925)~~

~~Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)~~

~~School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(s))~~

SUSPENSION AND EXPULSION /DUE PROCESS (continued)**Notice of Regulations**

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, *including* suspension and expulsion. (Education Code ~~35291~~, 48900.1, 48980)

Grounds for Suspension and Expulsion: ~~Grades K-12~~ 8

~~Any student, Acts for which a student~~, including a student with disabilities, may be ~~subject to suspension or expulsion when it is determined that he/she~~ suspended or expelled shall be only those specified as follows and in the sections “Additional Grounds for Suspension and Expulsion: Grades 4-12” and “Additional Grounds for Suspension and Expulsion: Grades 9-12” below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person: willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

~~A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(s))~~

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))
3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid, substance or material and represented same as controlled substance, alcohol beverage, or intoxicant. (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))
7. Stole or attempted to steal school property or private property. (Education Code 48900(g))
8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This restriction shall not prohibit a student from using or possessing ~~his/her~~ **their** own prescription products. (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))
10. Unlawfully possessed, ~~or unlawfully~~ offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))
11. Knowingly received stolen school property or private property. (Education Code 48900(l))
12. Possessed an imitation firearm. (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))
13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, **287**, 288, ~~288a~~, ~~or 289~~, **or former 288a**, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing ~~as defined in Education Code 48900(q).~~ (Education Code 48900(q))

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

Hazing means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to ~~himself/herself~~ or ~~his/her~~ property; cause the student to experience a substantially detrimental effect on ~~his/her~~ physical or mental health; or cause the student to experience substantial interferences with ~~his/her~~ academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. **(Education Code 48900(r))**

(cf. 5131.2 – Bullying)

Bullying ~~shall~~ includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 **and below in the section “Additional Grounds for Suspension and Expulsion: Grades 4-8,”**~~(items #20-22 below)~~, that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the **creation or transmission of a communication originated on or off the school site by means of an electronic device**, including, but not limited to, ~~a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager,~~ **of a communication including, but not limited to: (Education Code 48900(r)).** ~~A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.~~

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

- a. A message, text, sound, video or image*
- b. A post on social network Internet website, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.*

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of ~~his/her~~ *the student's* age, or for a person of ~~his/her~~ *the student's* age with ~~his/her~~ *and* disability. (Education Code 48900(r))

Burn page means an internet website created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Credible impersonation means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))

False profile means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))

An electronic act is not considered pervasive conduct solely on the basis that is has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

- 18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
- 19. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person, or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

SUSPENSION AND EXPULSION /DUE PROCESS (continued)**Additional Grounds for Suspension and Expulsion: Grades 4-12**

~~Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))~~

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that ~~he/she~~ *the student*:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means ~~that~~ conduct *which*, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against District personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

~~A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any District school or within any other school district, at any time, including, but not limited to, the following: (Education Code 48900(s))~~

1. ~~While on school grounds~~
2. ~~While going to or coming from school~~

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

3. ~~During the lunch period, whether on or off the school campus~~

4. ~~During, going to, or coming from a school-sponsored activity~~

Suspension from Class by a Teacher

A teacher may suspend a student, ~~including a grade K-3 student~~, from class for the remainder of the day and the following day for ~~disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 19~~ under "Grounds for Suspension and Expulsion: Grades K-812" ***above or for disruption or willful defiance at any grade level, including grades K-8.*** (Education Code 48910)

When ~~removing~~ ***suspending*** a student from ~~his/her~~ class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, ~~he/she~~ ***the student*** shall be appropriately supervised during the class periods from which ~~he/she~~ ***the student*** has been removed. (Education Code 48910)

As soon as possible, ***after the teacher decides to suspend the student***, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the ~~removal~~ ***suspension***. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student ~~removed-suspended~~ from class shall not be returned to class during the period of ~~removal~~ ***the suspension*** without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student ~~removed-suspended~~ from class shall not be placed in another regular class during the period of ~~removal~~ ***suspension***. However, if a student is assigned to more than one class per day, ~~he/she may be placed in any other~~ ***continue to attend other*** regular classes except those held at the same time as the class from which the student was ~~removed~~ ***suspended***. (Education Code 48910)

A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 489100)

The teacher of any class from which a student is ~~removed~~ ***suspended*** may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

~~Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a~~

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

~~teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)~~

~~The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.~~

~~This notice shall also:~~

- ~~1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date~~
- ~~-~~
- ~~2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student~~
- ~~-~~
- ~~3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1~~

~~The Superintendent or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)~~

- ~~1. Possessing, as verified by a District employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence~~
- ~~-~~
- ~~2. Brandishing a knife, as defined in Education Code 48915(g)~~
- ~~-~~
- ~~3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058~~
- ~~-~~
- ~~4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266e, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4~~
- ~~-~~
- ~~5. Possession of an explosive as defined in 18 USC 921~~

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

under "Authority to Expel" ~~and for which he/she is required to~~ **a recommendation of expulsion *is required***. (Education Code 48915(c))

~~However, if~~ The Superintendent, principal, or designee may impose a suspension ~~upon~~ **for** a first offense if ~~he/she~~ **it is** determined that the student violated any of items #1-5 listed in "Grounds for Suspension and Expulsion: **Grades K-8**" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension ~~or supervised suspension~~ upon a student, **including supervised suspension**, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

(cf. 5144 – Discipline)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year; ~~unless for purposes of adjustment the~~ **However, if a** student enrolls in or is transferred to another regular school, an opportunity school **or class**, or continuation school or class **for the purpose of adjustment, the student may be suspended for not more than** ~~in which case suspension shall not exceed 30 school days in any school year. The District may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year.~~ (Education Code 48903, 48911, 48912)

~~However, this~~ **These** restrictions on the number of days of suspension ~~does~~ **shall** not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912) ~~The Superintendent or designee may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)~~

Due Process Procedures for Suspension

Suspensions shall be ~~initiated according to~~ **imposed in accordance with** the following procedures:

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the principal, designee, or the Superintendent with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, *including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5*, and the evidence against ~~him/her~~ the student, *and* shall be given the opportunity to present ~~his/her~~ *the student's* version and evidence in support of ~~his/her~~ *the student's* defense. (Education Code 48911)

This conference may be omitted if the principal, designee, or the Superintendent determines that an emergency situation exists. ~~An emergency situation involves~~ *involving* a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, ~~both the parent/guardian and the student,~~ *the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker,* shall be notified of the student's right to *a conference and the right to* return to school for the purpose of ~~a~~ *the* conference. The conference shall be held within two school days, unless the student waives ~~his/her~~ *the* right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. *(Education Code 48911)*
3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, *or if the student is foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker and, if applicable, the county social worker in person, by email, or by telephone or in person.* Whenever a student is suspended, the parent/guardian, *or, if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, the county social worker,* shall *also* be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

4. In addition, the notice may state the date and time when the student may return to school.

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

~~If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to _____ such _____ requests _____ without _____ delay.~~

4. 5. Parent/Guardian Conference: Whenever a student is suspended, school officials may **conduct a meeting** with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and if applicable, the county social worker, the notice may state that the law requires such individuals to ~~While the parent/guardian is required to respond to the request without delay. to a request for a conference about a student's behavior, no penalties may be imposed on the student~~ *However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rightsholder, attorney, and county social worker, or an Indian child's tribal social worker, and if applicable, the county social worker, to attend such a conference. The student may not be denied readmission instatement solely because the parent/guardian such individuals failed to attend the conference.* (Education Code 48911)

5. 6. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, **provided the following requirements are followed:** (Education Code 48911(g))

~~a. Any~~ *The extension of the original period of suspension shall be* ~~is~~ preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

~~b. Extension of the suspension may be made only if~~ *The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process.* (Education Code 48911)

Foster Youth

- c. If the student involved is a foster youth *or Indian child*, the Superintendent or designee shall notify the District's *educational liaison for foster youth* of the need to invite the *foster youth's educational rightsholder, student's attorney and a representative of the*

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

~~appropriate county child welfare agency~~ **social worker**, to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

- d.* If the student involved is a homeless child or youth, the Superintendent or designee shall notify the District liaison for homeless students. (Education Code 48918.1)
- e.* In *lieu or in* addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct ~~his/her~~ **the** behavior and keep ~~him/her~~ **the student** in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion: *Grades K-8*," "*Additional Grounds for Suspension and Expulsion: Grades 4-8*" above and within the limits specified in "Suspension by Superintendent, Principal or Principal's Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information **that would violate** ~~ing~~ a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and ~~his/her~~ parent/guardian with written notice of the closed session by **registered mail**, certified mail **or personal service**. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian, *or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker*, in person, *by email*, or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

~~A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)~~

~~The Board may also order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer or administrative panel, based on either or both of the following finding(s): (Education Code 48915(b) and (e))~~

- ~~1. That other means of correction are not feasible or have repeatedly failed to bring about proper _____ conduct~~
- ~~2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others~~

~~Mandatory Recommendation for Expulsion~~

Unless the Superintendent, principal, or designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, ~~he/she shall~~ *the Superintendent, principal or designee shall* recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife ~~as defined in Education Code 48915(g)~~, explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-110589, except for
 - a. ~~The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or~~
 - b. ~~The student's possession of over-the counter medication for his/her use~~ *by the student for other medication prescribed for him/her by a physician* *medical purposes*
 - c. *Medication prescribed for the student by a physician*
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee
In determining whether ~~or not~~ to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

~~Mandatory Recommendation and Mandatory Expulsion~~

~~The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(e))~~

- ~~1. Possessing, as verified by a District employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence~~

~~However, possession of an imitation firearm, as defined in Education Code 48900(m), shall not be regarded as an offense requiring a mandatory recommendation for expulsion and mandatory expulsion.~~
- ~~2. Brandishing a knife as defined in Education Code 48915(g) at another person~~
- ~~3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058~~

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

4. ~~Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266e, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4~~
5. ~~Possessing an explosive as defined in 18 USC 921~~

~~Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)~~

Student's Right to Expulsion Hearing

~~The~~ *Any student recommended for expulsion shall be* is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that ~~one of the acts listed under "Grounds for Suspension and Expulsion" has occurred~~ *the student has committed the act(s) that form the basis for the expulsion recommendation* (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the *regular* school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an ~~expellable~~ offense *for which the student may be expelled*, the Superintendent, principal, or designee shall offer the student, ~~and his/her~~ *the student's parent/guardian, or when applicable, other person holding the right to make educational decisions for the student*, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

offer shall be made only after ~~the student or his/her parent/guardian has been given~~ written notice of the expulsion hearing pursuant to Education Code 48918 ***has been given.***

The stipulation agreement shall be in writing and shall be signed by the student, ~~and his/her~~ ***the student's*** parent/guardian, or when applicable, the person holding the right to make educational decisions for the student. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of ~~his/her~~ ***the*** right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student, ***the student's*** ~~and his/her~~ parent/guardian, ***or, when applicable, the person holding the right to make educational decisions for the student,*** shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, ~~he/she~~ ***the Superintendent or designee*** shall give the complaining witness a copy of the District's suspension and expulsion policy and regulation and shall advise the witness of ~~his/her~~ ***the*** right to: (Education Code 48918.5)

- ~~1.~~ Receive five days' notice of ~~his/her~~ ***the*** scheduled testimony at the hearing
- ~~2.~~ Have up to two adult support persons of ~~his/her~~ choosing present ~~in~~ ***at*** the hearing at the time ~~he/she~~ ***the witness*** testifies
- ~~3.~~ Have a closed hearing during the time ~~he/she~~ ***the witness*** testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of District disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the District to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).
5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case, and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student *or Indian child*, the Superintendent or designee shall also send notice of the hearing to the *foster youth's educational rights holder, student's attorney and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, a representative of an appropriate child welfare agency* at least 10 *calendar* days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the District liaison for homeless students at least 10 *calendar* days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding ~~the provisions of Government Code 54953 and~~ Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public ~~unless another student's~~ *to the extent that* privacy rights ~~would be of other students are not~~ violated. (Education Code 48918(e))
2. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student shall also be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to ~~have his/her testimony heard~~ *testify* in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including but not limited to videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

- ~~2.~~ 3. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
- ~~3.~~ 4 Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #46 below. (Education Code 48918(i))

4. 5.Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion; *Grades K-8,*" "*Additional Grounds for Suspension and Expulsion; Grades 4-8*" above. (Education Code 48918(h))
6. Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. 7.Testimony by Complaining Witnesses: The following procedures shall be observed when ~~a~~ hearings involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to a parent/guardian or legal counsel, present during ~~his/her~~ *the* testimony.
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - d. The person presiding over the hearing may remove a support person whom ~~he/she~~ *finds* is disrupting the hearing.
 - e. If one or both support persons are also witnesses, the hearing shall be conducted according to ~~to~~ *with* Penal Code 868.5.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
 - g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the District shall provide a nonthreatening environment.
 - i. The District shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which ~~he/she~~ **the complaining witness** may leave the hearing room.
 - iii. The person conducting the hearing may:
 - 1. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - 2. Limit the time for taking the testimony of a complaining witness to ~~the hours he/she is normally in school~~ **hours**, if there is no good cause to take the testimony during other hours
 - 3. Permit one of the support persons to accompany the complaining witness to the witness stand
- ~~6. Decision Within 10 School Days: The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))~~
- ~~7.8. Decision: Within 40 School Days: If † The Board's does not meet on a weekly basis, its decision on as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))~~

SUSPENSION AND EXPULSION /DUE PROCESS (continued)**Alternative Expulsion Hearing: Hearing Officer or Administrative Panel**

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. ~~Alternatively, †~~ The Board may *also* appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(~~d~~))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures ~~as apply~~ *applicable* to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918 (*a*) *and* (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated *and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian*. ~~† The Superintendent or designee shall place~~ *consult with the parent/guardian and student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with District staff, including the student's teachers and with the student's parent/guardian. Regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made.* The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion ~~for a period of one year. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation.~~ (Education Code 48917, 48918)

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or ~~public~~ **open** session by the Board, a hearing officer, or an administrative panel, or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board ~~at a~~ **in** public ~~meeting~~. (Education Code 48918(j))

~~If the Board's conducts the hearing and reaches a decision not to expel, this decision shall be final, and the student shall be reinstated immediately. If the decision is to not expel, the student shall be reinstated immediately.~~ If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the District. For a student expelled for any ~~act listed under "Mandatory Recommendation and Mandatory Expulsion"~~ **act listed in the section "Authority to Expel" in the accompanying Board policy above**, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment ~~of the student~~ at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, and other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: *Grades K-8,*" "*Additional Grounds for Suspension and Expulsion: Grades 4-8*" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and ~~his/her~~ parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. *The seriousness of the misconduct*
3. The student's attitude toward the misconduct and ~~his/her~~ willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:
(Education Code 48917)

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

SUSPENSION AND EXPULSION /DUE PROCESS (continued)

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: *Grades K-8,*" "*Additional Grounds for Suspension and Expulsion: Grades 4-8,*" above or violates any of the District's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a District school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the time of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board of Education. (Education Code 48917)

Appeal

If a student is expelled from school, ~~¶~~ the student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion ~~action-order~~ is suspended and the student is placed on probation. (Education Code 48919)

~~The~~ *If the* student ~~shall~~ submits a written request for a copy of the written transcripts and supporting documents from the District simultaneously with the filing of the notice of appeal with the County Board, ~~¶~~ the District shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notifications to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. ~~In addition, law enforcement authorities shall be notified regarding any acts by students or nonstudents regarding~~ **or of any student acts involving** the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at ~~such a site~~ **any of these**
3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the **student's** parent/guardian, **or other person holding the right to make educational decisions for the**

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

student, and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and *the student's* parent/guardian *or other person holding the right to make educational decisions for the student* shall be asked to indicate in writing their willingness to comply with these regulations.

2. The Superintendent or designee shall transmit to the Board ~~his/her~~ *a* recommendation regarding readmission. The Board shall consider this recommendation in closed session. ~~if information would be disclosed in violation of Education Code 49073-49079.~~ If a written request for open session is received from the *student's* parent/guardian *or other person holding the right to make educational decisions for the student*, or adult student, it shall be honored *to the extent that privacy rights of other students are not violated.*
3. If the readmission is granted, the Superintendent or designee shall notify the student and *the student's* parent/guardian, *or other person holding the right to make educational decisions for the student*, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. ~~(Education Code 48916)~~
6. The Board shall provide written notice to the expelled student and *the student's* parent/guardian, *or other person holding the right to make educational decisions for the student*, describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. ~~(Education Code 48916)~~

No student shall be denied readmission into the District based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The ~~Board~~ *District* shall maintain a record of each suspension and expulsion, including its specific cause(s). *(Education Code 48900.8)*

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

~~The e~~ Expulsion records *of any student* shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by ~~the admitting~~ *that* school. (Education Code 48900.8, 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this District. (Education Code 48915.1)

~~Outcome Data~~

~~The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)~~

- ~~1. The number of students recommended for expulsion~~
~~-~~
- ~~2. The specific grounds for each recommended expulsion~~
~~-~~
- ~~3. Whether the student was subsequently expelled~~
~~-~~
- ~~4. Whether the expulsion order was suspended~~
~~-~~
- ~~5. The type of referral made after the expulsion~~
- ~~6. The disposition of the student after the end of the expulsion period~~


Regulation
adopted: August 23, 2006
revised: September 18, 2013
April 4, 2018

ALTA LOMA SCHOOL DISTRICT
Alta Loma, California



Human Resources Memorandum

To: Dr. Sherry Smith, Superintendent

From:  Donna Carlson, Assistant Superintendent, Human Resources

Date: June 14, 2023

Subject: Job Description: Child Nutrition Operations Coordinator

BACKGROUND: To generate additional support for the Child Nutrition Department, a new job description has been developed. The Child Nutrition Operations Coordinator will be responsible for planning, organizing, coordinating, and supervising the District-wide food service programs and operations.

Second Reading

RATIONALE: The job description outlines the essential duties, qualifications and physical demands of the Child Nutrition Operations Coordinator.

FUNDING: The Child Nutrition Operations Coordinator will be placed on the Management Salary Schedule. This position is fully funded by the Child Nutrition Services budget and there is no cost to the general fund.

RECOMMENDATION: Recommend that the Board approve the job description for Child Nutrition Operations Coordinator, as presented.

ALTA LOMA SCHOOL DISTRICT

CHILD NUTRITION OPERATIONS COORDINATOR

DEFINITION

Under the supervision of the Director of Child Nutrition, responsible for planning, organizing, coordinating, and supervising the District-wide food service programs and operations; monitors, reviews, trains, and evaluates the performance of assigned Child Nutrition personnel; assures compliance with federal, state, local and District laws, regulations, policies and procedures related to the Child Nutrition Program; ensures that the work of the site Child Nutrition Lead is carried out in the Lead's absence. Handles other operational duties as assigned.

ESSENTIAL DUTIES

- *Plan, organize, coordinate, and supervise the District-wide food service and Child Nutrition programs and operations; develop and review work schedules and production standards.*
- *Assure compliance with federal, state, local and District laws, regulations, policies and procedures related to the USDA food programs (i.e. National School Lunch and Breakfast program, summer programs, commodities, etc.).*
- *Participate and assist with audits.*
- *Supervise and evaluate the performance of assigned staff; interview and select employees; recommend transfer, reassignment, termination and disciplinary action.*
- *Plan, develop, coordinate, and arrange for appropriate training of food service personnel.*
- *Assist with analysis of financial reports and cost effectiveness of programs.*
- *Communicate with food service staff, school administrators, site personnel, and parents, to implement improvements and changes and respond to issues and concerns related to food preparation, service, menus, facilities and equipment.*
- *Provide support for the purchase and acquisition of food service equipment, supplies, commodities, and associated products. Schedule maintenance and repairs for food service equipment.*
- *Respond to refrigeration monitoring alerts, electrical outages and disasters that may impact meal preparation and proper food storage. Provide maintenance to equipment temperature monitoring systems.*
- *Review and sign timecards.*
- *Assist with special diets and modified menu planning for students with allergies and/or medical needs.*
- *Provide training to site staff and procure food items for modified menus.*
- *Prepare appropriate memos and communications to site staff, parents, students, and vendors.*
- *Prepare a variety of related reports, such as individual site files and inventory, site visitation reports, menu planning worksheets, nutritional analysis, and others; analyze and review reports from food service staff and assure accuracy.*
- *Plan, coordinate and participate in food service catering and special functions events including after-hours events.*
- *Recommend and assist in the development and implementation of department goals and objectives. Implement policies and procedures. Stay current with changes in federal, state and local policies and regulations.*
- *Plans and participates in Nutrition Advisory Councils or similar student meetings to gain input on acceptable student menu items.*
- *Assist with District Wellness Committee meetings, goals, and communications.*
- *Train school staff and Parent Teachers Association representatives on competitive food sales compliance.*
- *Provide technical assistance and training in basic food service activities such as food preparation, sanitation procedures and safe operation of equipment to food service personnel.*

ALTA LOMA SCHOOL DISTRICT

CHILD NUTRITION OPERATIONS COORDINATOR - Page 2

- *Drive vehicle to work sites and may transport food and supplies.*
- *Substitute for site Child Nutrition Leads in the Lead's absence and ensure that the work of other food service personnel is carried out in their absence.*
- *Schedule substitute staff as needed to ensure smooth operation of site kitchens.*
- *Plan and participate in employee onboarding and trainings.*
- *Operate a variety of standard kitchen and office equipment.*
- *Visit cafeteria sites to monitor procedures; instruct employees on techniques to improve efficiency, productivity, and enhance customer service; discuss concerns with site leads and assist in resolutions; suggest new and revised procedures.*
- *Provide basic instruction to employees at school sites in the use of computers and department software programs.*
- *Assist with the meal application process.*
- *Assist with menu planning, standardizing recipes, researching product availability, and production sheet preparation.*
- *Assist with kitchen planning and design.*
- *Work collaboratively with Child Nutrition office personnel on special projects to meet the goals of the department.*
- *Maintain a positive atmosphere for students and staff.*
- *Establish and maintain cooperative relationships with management, other employees and persons contacted through the course of work.*
- *Maintain a high level of ethical behavior and confidentiality of information about students and staff.*
- *Attend a variety of meetings, conferences, District in-service trainings and workshops as required.*
- *Provide direction to the Child Nutrition department in the absence of the Director.*
- *Perform related duties as assigned.*

QUALIFICATIONS

Knowledge of:

All aspects of food service operations including goals, objectives, activities, cooking, baking and food preparation procedures;

Quantity food preparation, food marketing and merchandising;

Nutritional and operational requirements of the National School Lunch and Breakfast Programs and related Federal and State regulations, including the evaluation of applications for free and reduced priced meals; use and care of kitchen equipment and menu planning requirements;

Methods and techniques of personnel organization, training, and supervision;

Procedures used in ordering, receiving, storing and inventorying food and supplies;

Health and safety rules and regulations pertaining to food establishments, including sanitation and maintenance regulations;

Correct English usage, grammar, spelling, punctuation and vocabulary;

District organization, operations, policies and objectives;

Oral and written communications skills;

Interpersonal skills using tact, patience, and courtesy.

Ability to:

Plan, develop, design and implement training for Child Nutrition personnel;

Carry out the work of Child Nutrition Leads and others in their absences;

Instruct others in basic, new and revised food service techniques;

ALTA LOMA SCHOOL DISTRICT

CHILD NUTRITION OPERATIONS COORDINATOR - Page 3

*Make arithmetic calculations quickly and accurately and maintain accurate records;
Understand and carry out oral and written directions;
Read, interpret and follow rules, regulations, policies, and procedures;
Effectively organize, schedule, and lead food service personnel;
Train, supervise and evaluate personnel;
Maintain records and prepare reports;
Communicate effectively both orally and in writing;
Compile data and prepare clear and concise reports;
Operate a variety of food processing equipment;
Analyze situations accurately and adopt an effective course of action;
Take initiative and work independently with little direction;
Meet demanding schedules, timelines and work under pressure;
Establish and maintain cooperative working relationships;
Use good judgment in the application of District and school policies;
Accept change positively and support new ideas and methodologies;
Relate effectively with diverse staff, students and community members;
Maintain consistent, regular and punctual attendance;
Follow District, state and federal rules, policies, regulations and laws;
Work effectively as a member of a team.*

EXPERIENCE AND EDUCATION

A Bachelor's degree with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field,

or a Bachelor's degree in any academic major and at least two years of relevant School Nutrition Program experience,

or an Associate's degree with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business or a related field; and at least two years of relevant School Nutrition Program experience.

LICENSE AND CERTIFICATE REQUIREMENTS

A current ServSafe® Food Manager Certificate is required at time of application and certification must be maintained throughout employment.

Possession of a valid California driver's license and evidence of insurability.

Registered Dietitian Preferred.

SUMMARY OF PHYSICAL DEMANDS RATINGS

The following analysis entails an evaluation of the "Physical Demands" factors of the job as it exists. This method provides a basis for permitting modification to fit the capabilities and needs of workers with disabilities.

Rating Symbol Key:

NP = Not Present – Does not exist

O = Occasionally – Up to 1/3 of the time

F = Frequently – From 1/3 to 2/3 of the time

C = Constantly – 2/3 or more of the time

ALTA LOMA SCHOOL DISTRICT

CHILD NUTRITION OPERATIONS COORDINATOR - Page 4

- 1. STRENGTH:**
 - A. Standing** 40%
 - Walking** 45%
 - Sitting** 15%
 - B. Lifting** F 40 lbs.
 - Carrying** F 40 lbs.
 - Pushing** C 40 lbs.
 - Pulling** C 40 lbs.
- 2. CLIMBING** O
- BALANCING** O
- 3. STOOPING** O
- KNEELING** O
- CROUCHING** O
- CRAWLING** NP
- 4. REACHING** C
- HANDLING** C
- FINGERING** O
- FEELING** O
- 5. TALKING:**
 - Ordinary** C
 - Other** O**HEARING:**
 - Conversations** C
 - Other Sounds** O
- 6. SEEING**
 - Acuity, Near** C
 - Acuity, Far** F
 - Depth Perception** NP
 - Accommodation** O
 - Color Vision** NP
 - Field of Vision** O
- 7. PHYSICAL DEMANDS RATING SUMMARY: Medium Work: 2 3 (4) (5) (6) (DOL Physical Demand Categories 1 to 6 are very significant to the customary performance of the job if contained in parentheses).**

ALTA LOMA SCHOOL DISTRICT

CHILD NUTRITION OPERATIONS COORDINATOR - Page 5

- 8. PHYSICAL DEMAND COMMENTS:** Long periods of standing, standing on cement floors. Examples of lifting/carrying/pushing/pulling are #10 cans, trays, carts, hand trucks; reaching/handling are stocking supplies, chopping tomatoes; talking and hearing are normal conversations; visual acuity is monitoring kitchen and students.

SUMMARY OF ENVIRONMENTAL CONDITIONS RATINGS

The following analysis represents an evaluation of the surroundings in which the job is performed. Environmental Conditions must by definition be specific and related to the job.

Key to Environmental Factors Rating:

NP = Not present in the job environment
S = Seldom – Under 5% of work day
O = Occasionally – Up to 1/3 of the time
F = Frequently – From 1/3 to 2/3 of the time
C = Constantly – 2/3 or more time

1. ENVIRONMENT:

Inside 100% Outside 0%

Comments regarding "Inside/Outside work site location" = Primary activity of job performed inside

2. EXTREME COLD

S

Comments regarding "Extreme Cold" = Refrigeration units

3. EXTREME HEAT

S

Comments regarding "Extreme Heat" = Stoves, ovens, fryers

4. WET/HUMID

S

5. NOISE

80 decibels

VIBRATION

NP

Comments regarding "Noise" = Normal working conditions

6. HAZARDS:

Mechanical

O

Explosives

NP

Electrical

S

Radiant Energy

NP

Burns

S

Other Hazard/s

O

Comments regarding "Mechanical Hazards" = Mixer, slicer

Comments regarding "Electrical Hazards" = Electrical appliances

Comments regarding "Burn Hazards" = Oven, steam tables

Comments regarding "Other Hazardous Conditions" = Wet surfaces on floor

ALTA LOMA SCHOOL DISTRICT

CHILD NUTRITION OPERATIONS COORDINATOR - Page 6

7. ATMOSPHERIC CONDITIONS:

<i>Fumes</i>	<i>F</i>
<i>Mists</i>	<i>NP</i>
<i>Odors</i>	<i>S</i>
<i>Gasses</i>	<i>NP</i>
<i>Dusts</i>	<i>O</i>
<i>Poor Ventilation</i>	<i>O</i>
<i>Other Atmospheric Hazards</i>	<i>NP</i>

Comments regarding "Fume Exposure" = Solvents, ovens

Comments regarding "Odor Exposure" = Oven cleaners, bleach, cleaner

Comments regarding "Dust Exposure" = Flour, pollen

Comments regarding "Poor Ventilation Conditions" = Not a problem if window is open, or fan is on.

8. PROTECTIVE CLOTHING – DEVICES: *Latex/mesh gloves, hairnets, back braces, ax, fire extinguisher, aprons, rubber mats*

9. E. C. SUMMARY: *Inside Work: (2) (3) (4) 5 (6) (7). Numbers encircled by () indicate significant involvement of factors enumerated and rated above.*



Educational Services Memorandum

To: Dr. Sherry Smith, Superintendent

From: CP Chris Deegan, Associate Superintendent, Educational Services

Date: June 14, 2023

Subject: Approval of Alta Loma School District's 2023-24 Local Control Accountability Plan (LCAP)

BACKGROUND: The Local Control Funding Formula (LCFF) requires that all California districts develop a Local Control Accountability Plan (LCAP) that defines how funds will be spent in accordance to District goals and actions aligned to the eight state priorities. The development of the plan includes input from parents, teachers, staff, and students.

RATIONALE: Funding received by the District supports basic services, operational expenses and achievement for all students. The Local Control Accountability Plan sets goals, actions, and expenditures over the next three years.


FUNDING: Funds received through the Local Control Funding Formula that includes both basic and supplemental funds.

RECOMMENDATION: Recommend the Board approve Alta Loma School District's 2023-24 Local Control Accountability Plan (LCAP) as presented.



Educational Services Memorandum

To: Dr. Sherry Smith, Superintendent

From:  Chris Deegan, Associate Superintendent, Educational Services

Date: June 14, 2023


Subject: Approval of Contract with Braille Abilities, LLC

BACKGROUND: The Special Education Department needs to contract for services to be provided to students who are blind or visually impaired. Historically these services have been provided through the San Bernardino County Superintendent of Schools (SBCSS) as a fee-for-service, however SBCSS is unable to provide services to some students due to staffing shortages.

RATIONALE: Braille Abilities, LLC, a non-public agency certified by the California Department of Education, will provide services that include support from a Teacher of the Visually Impaired (TVI), Orientation and Mobility (O&M) and Braille Translation. Services are to be provided in compliance with a student's individual education program (IEP). These services are to be provided during the 2022-2023 extended school year (ESY) and the 2023-2024 school year.

FUNDING: The cost for the Braille Abilities LLC, 2022-2023 extended school year (ESY) is \$9,000 and for the 2023-2024 school year is \$139,000. The total cost not-to-exceed is \$148,000.

RECOMMENDATION: Recommend the Board approve the contract with Braille Abilities, LLC for the 2022-2023 extended school year (ESY) for \$9,000 and the 2023-2024 school year for \$139,000, for a total amount not-to-exceed \$148,000 and authorize Superintendent Sherry Smith and/or Associate Superintendent Eric Hart to sign all related documents.

Prepared By:  Lisabeth Piña, Director of Special Education

CONTRACTOR: BRAILLE ABILITIES LLC

LOCAL EDUCATION AGENCY: ALTA LOMA SCHOOL DISTRICT

BRAILLE ABILITIES LLC
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on June 1, 2023 between ALTA LOMA SCHOOL DISTRICT herein after referred to as the local educational agency ("LEA") and BRAILLE ABILITIES LLC, hereinafter referred to as "CONTRACTOR" for purposes of providing special education and/or related services to students with exceptional needs.

It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any 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"). Unless otherwise agreed in writing, these forms 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 a student's enrollment. LEA and CONTRACTOR shall enter into an ISA and subsequently maintain an active 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.

2. CERTIFICATION AND LICENSES

With respect to CONTRACTOR's certification, LEA requires that CONTRACTOR comply with all CDE certification requirements while providing services during the term of this contract to LEA students. Failure to notify the LEA 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 Master Contract by the LEA. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA in writing within five (5) days in the event that a provider's credential or license is revoked, not authorized or renewed following payment by LEA for services authorized by a Temporary County Certificate, and/or there exists a lapse in authorized coverage dates. CONTRACTOR shall notify the designated LEA within five (5) business days should changes to key demographics occur, such as changes in name, address, phone number, or key administrative staff.

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 pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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 policies and 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 applicable policies/procedures and shall indemnify LEA under the provisions of Section 16 of this Contract for such failure.

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from June 1, 2023 to June 30, 2024. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years.

If the current master contract expires while actively negotiating rates, LEA shall continue to pay CONTRACTOR invoices that are properly submitted for services rendered to LEA students at the last approved master contract rates until the mutually agreed rates are approved.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA, and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such a ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA. An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, LEA and 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 provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP.

CONTRACTOR may terminate this Master Contract or an Individual Services Agreement "for cause." For the purposes of this section, "for cause" shall be defined as follows: (1) the student requires services beyond the capacity of the CONTRACTOR's certification, or (2) the student's continued presence materially and adversely affects the provision of services to other students, or (3) the student presents a safety risk to other students or staff. 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 student to the public school program at an IEP team meeting. CONTRACTOR shall notify LEA in writing of intent to terminate ISA. LEA shall notify student's parent or educational rights holder in writing of notice of CONTRACTOR's intent to terminate ISA. CONTRACTOR enrollment forms shall include information about this contractual provision. ISAs may be also terminated before twenty (20) days if done pursuant to an IEP team decision (e.g., student found no longer eligible for service or changing to a District provider). When CONTRACTOR terminates the ISA, CONTRACTOR shall cooperate with LEA in convening an IEP team meeting to determine student's subsequent offer of FAPE. Upon CONTRACTOR request, LEA will determine an alternate IEP team meeting site.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services related to: direct and consult services from a teacher of the visually impaired, direct and consult orientation and mobility service, and all braille transcription services unless the CONTRACTOR and LEA agree otherwise in the ISA. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within ten (10) school days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours agreed upon in an ISA but not provided to a student as a result of CONTRACTOR's lack of provision of services, excluding service hours missed due to properly documented student absence or student refusal of services. When missed services are made up, CONTRACTOR shall submit a properly prepared invoice to LEA to bill for the provision of those services for which the LEA withheld prorated payment. LEA shall compensate CONTRACTOR for approved compensatory services hours at the rates specified by the current contract.

Subject to CONTRACTOR's right to terminate this Master Contract or an ISA as set forth in Sections 6 and 14, if a parent contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall continue to serve the student pursuant to the student's ISA during the term of the Master Contract unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall cooperate with LEA decisions concerning changes in placement. Nothing herein shall be construed to mean that CONTRACTOR consents to the jurisdiction of OAH.

When it is necessary to extend services beyond the ISA ending date, a "stay-put" ISA will be executed within ten (10) school days of the ending date of the CONTRACTOR's last executed ISA.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means BRAILLE ABILITIES LLC and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for CONTRACTOR.
- 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 State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing ("CTC"), 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. 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 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. (Title 5 of the California Code of Regulations Section 3001 (r)).
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but 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 guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

- iii. 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,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or CONTRACTOR under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and 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 faxed, emailed with verification of receipt, mailed by first class United States Postal Service, electronically delivered or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student 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; 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; absence verification records (parent/doctor notes, telephone logs, and related documents); 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 certifications by-laws; lists of current board of directors/trustees, if incorporated; statement 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; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain 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 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, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTORS shall comply with California Education Code § 56504, which ensures parents the right and opportunity to examine all school records of his or her child and to receive copies of these records within five (5) business days after making a request either orally or in writing.

CONTRACTOR agrees, in the event of agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. LEA shall have access to and receive copies of any and all records upon request within five (5) businessdays.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement 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.

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 the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master 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. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to

conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. CONTRACTOR may submit requested modifications and/or amendments to LEA for consideration.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated by either the CONTRACTOR or LEA as set forth below. To terminate the Master Contract or ISA either party shall give twenty (20) days prior written notice.

CONTRACTOR may terminate the Master Contract or an ISA “for cause.” For purposes of this section “for cause”) shall be defined as follows: (1) the student requires services beyond the capacity of CONTRACTOR’s certification, or (2) the student’s continued presence materially and adversely affects the provision of services to other students, or (3) the student presents a safety risk to other students or staff. 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 student to the public school program at an IEP team meeting. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6.

In the event of the closure of CONTRACTOR, the LEA will be given as much notice as is reasonably possible but in no case less than thirty (30) days written notice unless due to unavoidable accident or natural disaster.

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 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.

At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, 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.

LEA may terminate this Master Contract or an ISA, by written notice of default to CONTRACTOR, in any one of the following circumstances:

- a. CONTRACTOR fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by LEA;
- b. CONTRACTOR fails to perform so as to endanger performance of this Agreement in accordance with its terms;
- c. CONTRACTOR fails to comply with any of the material terms and conditions of this Agreement. Such termination shall become effective immediately if CONTRACTOR does not cure such failure within a period of thirty (20) days after written notice of default by LEA, unless the required cure cannot reasonably be completed within that time; in such cases, the cure period may be extended by mutual written agreement between LEA and CONTRACTOR;
- d. The other party is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a receiver is appointed or any proceeding is demanded by, for or against the other under any provision of the Federal Bankruptcy Act or any amendment thereof;

- e. In instances where an issue occurs with CONTRACTOR that the LEA determines is an immediate threat to student health or safety or when there is documentation that CONTRACTOR has been unable to provide services required on IEP/ISA, LEA may terminate a CONTRACTOR student's ISA and/or reassign student to an alternative CONTRACTOR without providing 20 days' notice.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of this Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations.

15. INSURANCE

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A. General Liability Insurance

General Aggregate: \$2,000,000 (annual)
General Liability: \$1,000,000 per occurrence

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance**, if required by State Law, CONTRACTOR agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder.

C. Automobile Liability Insurance:

\$1,000,000 limit of liability minimum

D. Professional Liability Insurance:

\$1,000,000 limit of liability minimum

- E. **Contractor**, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. **Any deductibles** or self-insured retentions above \$100,000 must be declared to and approved by the LEA.

If LEA or Contractor determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations

16. INDEMNIFICATION AND HOLD HARMLESS

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 Master 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).

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 Master 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).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate pertinent provisions of this Master Contract in all subcontracts where the subcontract is providing services under the provisions of the Master Contract. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificate of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA Board of Education as an additional insured.

A subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 39 Clearance Requirements and Section 40 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

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 and 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. An attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a 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 student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the 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, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR acknowledges that its authorized representative understands no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within 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.

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 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.

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 student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the CONTRACTOR consistent with the student's IEP and as specified in the ISA. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the 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 the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the 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 CONTRACTOR or transfers out of the LEA's district.

If an IEP team determines that a student requires an assistive technology device, software, or equipment (collectively "equipment"), based upon assessed needs, which is beyond the scope of equipment necessary for CONTRACTOR to provide the services it has been contracted to provide or which must be used exclusively by the student, it is the LEA's responsibility to provide the equipment listed on that student's IEP and ISA, and if necessary to provide training on the use of the device or equipment. 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 CONTRACTOR or transfers out of the LEA's district.

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 a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the 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 free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR services shall be provided consistent with the area of certification specified by CDE Certification and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. 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, 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. Licensed Children's Institution (LCI) contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract.

CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

The total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

LEA acknowledges and agrees that for every one (1) hour a week of Visually Impaired Services, CONTRACTOR may require up to thirty (30) minutes to prepare materials and plan for that lesson. LEA acknowledges and agrees that for every one (1) hour a week of Orientation and Mobility Services, CONTRACTOR may require up to fifteen (15) minutes to prepare materials and plan for that lesson. Such planning and preparation does constitute a billable service hour(s).

24. CALENDARS

CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, and Independence Day. In addition, CONTRACTOR will be closing on the following dates:

- November 20, 2023 to November 24, 2023
- December 18, 2023 to January 5, 2024
- Five (5) school days for Spring Break to be determined by CONTRACTOR. CONTRACTOR shall provide LEA of determine dates at least thirty (30) days in advance.

CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar (with the exception of the above dates) or as specified in the LEA student's IEP and ISA. If LEA student has services scheduled on the above referenced dates per student's IEP and ISA, CONTRACTOR shall work with LEA to schedule a reasonable time to substitute the performance by mutual agreement of the parties.

Unless otherwise specified in the LEA student's IEP and 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 the LEA calendar unless otherwise specified in the LEA student's IEP and ISA.

25. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this Agreement and requested by and in the format required by the LEA. It is understood that all CONTRACTORS shall utilize the LEA approved electronic IEP system for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall

provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

26. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

27. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. CONTRACTOR's mileage, drive time, and attendance at such meetings does constitute a billable service hour(s).

28. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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 federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy regarding emergency interventions and behavioral emergency reports. If required or specified by the LEA, CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies, which will be paid for by the LEA. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to 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 individual with exceptional needs, 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.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days. CONTRACTOR's attendance at such meeting does constitute a billable servicehour(s).

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.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

29. STUDENT DISCIPLINE

CONTRACTOR will not be responsible for disciplining student. When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately

submit a written report to the LEA and a manifestation IEP team meeting shall be scheduled. Attendance at such meetings does constitute a billable service hour(s). Written reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the action taken by CONTRACTOR; and the rationale for such action. A copy of the student's behavior plan, if any, shall be submitted with the written report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

30. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the 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).)

Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that one (1) hour of attendance at the initial and/or annual IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract. Any additional time of CONTRACTOR's over this one (1) hour of attendance at the initial and/or annual IEP meeting does constitute as billable service hour(s).

CONTRACTOR's attendance at any IEP meetings beyond the initial and/or annual IEP meeting does constitute as billable service hour(s).

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA shall provide training for CONTRACTOR to assure 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 student dis-enrolls from the CONTRACTOR, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

31. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children.

32. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office 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/Individual and Family Service Plan ("IFSP").

33. 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 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 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

34. 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 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 the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, 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. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress 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 student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team 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. This does constitute a billable service hour(s).

CONTRACTOR is responsible for all assessments regarding the updating of goals and objectives, progress reporting, behavior intervention and transition plans, and the development of present levels of performance. This does constitute a billable service hour(s).

All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be approved separately by mutual agreement of the parties.

Supervision provided by a qualified individual 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 bill LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

35. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

36. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries.

37. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the CONTRACTOR service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

38. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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.

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) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review. This review will address programmatic aspects of the CONTRACTOR, compliance with relevant state and federal regulations, and Master Contract compliance. 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.

PERSONNEL

39. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code 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. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. 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 students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the CONTRACTOR. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the CONTRACTOR. 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.

40. 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 license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered. 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 each special education teacher holds a valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)). The authorizations of the classroom teacher's credential(s) must align with the eligibilities of all of the students served within the classroom. Any misalignment shall require an IEP team meeting decision as to whether or not the classroom is appropriate to meet the needs of the applicable student(s). CONTRACTOR shall be responsible for the costs of providing compensatory hours awarded to student resulting from teacher credential misalignment.

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.* 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 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment, (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

41. 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 provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) 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 forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The 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 Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

42. STAFF ABSENCE

If CONTRACTOR's service provider has a planned absence, CONTRACTOR shall provide "make-up" services in advance of the planned absence or after the planned absence.

In the event of an unplanned absence of CONTRACTOR's service provider, CONTRACTOR may provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute if one is available.

It is understood that the parent of a 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.

43. 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 CONTRACTOR shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by CONTRACTOR's working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

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 the 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 CONTRACTOR service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

For any CONTRACTOR service where an additional service if provider of CONTRACTOR is requested or required by LEA or parent of student, LEA shall compensate time of CONTRACTOR and time of additional service provider(s).

44. NONSOLICITATION OF CONTRACTOR'S SERVICE PROVIDERS

LEA acknowledges and agrees that for the period beginning on the date of this Agreement with CONTRACTOR through the one-year period following the completion of this Agreement with CONTRACTOR, LEA will not directly or indirectly or through associates, agents, or employees, solicit, recruit or promote the solicitation or recruitment of any service provider, employee or consultant of the CONTRACTOR for the purpose of encouraging that service provider, employee or consultant to leave the CONTRACTOR's employ or sever an agreement for services.

HEALTH AND SAFETY MANDATES

45. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall ensure it receives and maintains documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

Pursuant to the requirements of the Drug Free Workplace, U.S. Code, Title 41, Section 701, CONTRACTOR will provide a drug free workplace.

46. ADMINISTRATION OF MEDICATION

CONTRACTOR shall not be responsible for assisting students with the administration of prescription and/or over-the-counter medication.

47. 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 the procedures specified in LEA Procedures.

48. 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. 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 assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

49. SEXUAL HARASSMENT AND ANTI-HARASSMENT/DISCRIMINATION

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.

CONTRACTOR and LEA shall have an anti-harassment and nondiscrimination policy that clearly prohibits and describes the kinds of conduct that constitutes sexual and gender identity harassment as well as harassment or discrimination based upon race, color, religion, medical condition, disability, age, citizenship, or other class protected by , 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 and other 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.

LEA and CONTRACTOR are committed to the provision and enforcement of a safe and discrimination free workplace, including harassment and retaliation, in accordance with federal and state laws, rules, and regulations. LEA and CONTRACTOR have responsibilities to prohibit their staff from engaging in any behaviors would create an intimidating, hostile, or offensive work environment, and to protect individuals from retaliation for reporting, testifying, investigating, or disciplining those involved in practices in violation of federal and state equal employment and opportunity laws.

50. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

FINANCIAL

51. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this 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 bi-monthly invoices and related documents to LEA for payment within four (4) days of the 1st and within four (4) days of the 15th for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: 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; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of CONTRACTOR administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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 thirty (30) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in the LEA. 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 thirty (30) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission or initial rebilling/retroactive billing/supplemental billing for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the 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 the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

LEA shall reimburse CONTRACTOR at the then current Federal IRS mileage reimbursement rate for all service related commutes. In addition, CONTRACTOR's drive time does constitute a billable service hour(s).

52. 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 CONTRACTOR was provided 24 hours advance notice of student absence 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(c)(2); (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 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; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the 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 Authorized LEA's 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 the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction.

This shall be the final LEA determination regarding the withholding of payment. If CONTRACTOR is dissatisfied with the LEA determination, CONTRACTOR may appeal the dispute in accordance with applicable administrative procedures or seek declaratory relief subject to any claims presentation requirement.

53. 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 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 students.

54. PAYMENT FOR ABSENCES

CONTRACTOR STAFF ABSENCE

When CONTRACTOR's service provider is absent, CONTRACTOR attempt to 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. 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.

Make-up sessions may be spread out over multiple sessions. 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.

CONTRACTOR STUDENT ABSENCE

When reasonably possible, LEA shall provide twenty-four (24) hour notice of the absence of student or refusal of services to CONTRACTOR. If twenty-four (24) hour notice of absence of student or refusal of services is not provided to CONTRACTOR, CONTRACTOR will attempt to provide services to an alternative LEA student when reasonably possible. LEA shall remain responsible for the payment of services. If CONTRACTOR is unable to provide services to an alternative LEA student, LEA will still be responsible for compensating for CONTRACTOR time. It is understood that if a student/school cancels a planned session within 48 hours of that planned session that both drive time and full scheduled session time will be billed to the LEA. If the CONTRACTOR arrives at the school location and the student is absent, mileage for the drive will also be invoiced.

55. LEA CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. LEA School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. 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. For students whose IEP/ISA deems in-person services are required, drive time will be charged from assigned teacher's home office to school or student locations as if school were occurring regularly, if 55 a) and 55 b) are met. This includes drive time that would have been charged for in person services, when services have moved to a virtual model, only due to LEA closure or LEA service provision adjustment due to an emergency.

56. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); staff lists specifying credentials held, business

licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; liability and worker's compensation insurance policies; state CONTRACTOR certifications; by-laws; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall 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's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

57. RATE SCHEDULE

LEA shall provide CONTRACTOR with Rate Schedule prior to the execution of this Agreement. This Rate Schedule may limit the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Both parties agree to mutual intent to engage in the rate negotiation process. However, no Rate Agreement of any kind (including a "contract to negotiate") will exist between the parties until they have signed a final formal written agreement.

Per Diem rates for 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 included in final Rate Schedule.

58. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

- a) The 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) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on June 1, 2023 and terminates on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

LEA

LEA Name

By: _____ By: _____
Signature Date Signature Date

Name and Title of Authorized Representative Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Name and Title
	LEA
Address	Address
City State Zip	City State Zip
Phone Fax	Phone Fax
Email	Email



Phone: (760) 282-4441

info@brailleabilities.com

Providing high-quality specialized services for students with blindness and visual impairment.

Contracted Rate Sheet – Effective June 1, 2023

Service	Rate
Teacher of the Visually Impaired	\$165.00 per hour
Orientation and Mobility	\$165.00 per hour
Literary Braille Transcription	\$45 per hour
Nemeth Code Braille Transcription	\$45 per hour
Assessments	Rate
Functional Vision and Learning Media Assessment	\$200.00 per hour
Orientation & Mobility Assessment	\$200.00 per hour

We charge above hourly rates for drive time port-to-port plus mileage at current IRS Rate.

Above rates apply to direct and virtual services plus lesson prep and documentation.

Braille delivered electronically to emboss on site. \$0.25 per page additional cost to emboss and deliver.

We will help you through the low-incidence reimbursement process. All paperwork required to prepare your low-incidence funding reimbursement requests for services rendered will be sent in a .zip file by April 1, 2024.



Administrative Services Memorandum

To: Dr. Sherry Smith, Superintendent

From: *EH* Eric Hart, Associate Superintendent, Administrative Services

Date: June 14, 2023

Subject: Adoption of Alta Loma School District Budget for 2023-24 School Year

BACKGROUND: State law requires governing boards of school districts to conduct a public hearing and adopt an annual budget before July 1. Although the State Budget will likely not be approved prior to the District Budget approval, the District has the ability to adjust their budget within 45 days of State Budget approval to incorporate any changes.

RATIONALE: In order to continue business and to comply with applicable law, the Board must adopt a budget.

FUNDING: Sources of revenue and allocations, and plans for expenditure of funds are indicated in the budget document.


RECOMMENDATION: Recommend the Board adopt the proposed 2023-24 Alta Loma School District Budget as presented.

Prepared by: *RP* Ryan Peterson, Director, Fiscal Services



Administrative Services Memorandum

To: Dr. Sherry Smith, Superintendent

From:  Eric Hart, Associate Superintendent, Administrative Services

Date: June 14, 2023

Subject: Authorization to Utilize Approved Competitive Bids from Other School Districts for Child Nutrition Purchases

BACKGROUND:

The California Public Contract Code 20118 authorizes public entities to participate in the legal bid contracts of other school districts, Joint Powers Authorities (JPA), cities, counties, and State of California, thus saving the otherwise necessary time and expense of preparing and advertising bid packages for similar items.

District/Agency	Bid No.	Products	Renewal Year
Moreno Valley USD Board Approved 5/9/23	#20-21-18	Fresh Produce	2
Hesperia USD Board Approved 6/7/21	#21-008-Nutrition Services	Dairy Products	2

RATIONALE:

California Public Contract Code, Section 20118, authorizes school districts to order against competitive bids prepared by other school districts, commonly referred to as "piggyback orders," provided such authority is granted by the Board at the time of bid preparation and award. Approval to utilize the above districts' competitive bids will enable Alta Loma School District to benefit from favorable prices obtained elsewhere as well as reduce District ordering times and advertising costs.

FUNDING:

Child Nutrition Fund (Fund 13)

RECOMMENDATION:

Recommend the Board authorize the Alta Loma School District to utilize approved competitive bids from other school districts for Child Nutrition purchases and authorize Superintendent Sherry Smith and/or Associate Superintendent Eric Hart to sign all related documents.


Prepared By: 

Heather Sloan, Director, Child Nutrition



Administrative Services Memorandum

To: Dr. Sherry Smith, Superintendent

From:  Eric Hart, Associate Superintendent, Administrative Services

Date: June 14, 2023

Subject: Authorization to Utilize Approved Competitive Bids from the Super Cooperative for Child Nutrition Purchases


BACKGROUND: Alta Loma School District is a member of the 232 district Super Cooperative school food purchasing group. The group combines purchasing needs to increase bid value and thus secure best pricing. Bid responsibilities are managed by the lead agency.

District/Agency	Bid No.	Products	Renewal Year
Santa Clarita Food Services Board Approved 12/15/22	#1901	Distribution of USDA Foods	4

RATIONALE: These bids are not considered “piggyback” bids, as Alta Loma School District is named in the bid documents as a member district, and our usage is included in the award.

FUNDING: Child Nutrition Fund (Fund 13)

RECOMMENDATION: Recommend the Board authorize the Alta Loma School District to utilize approved competitive bids from Super Cooperative for Child Nutrition purchases and authorize Superintendent Sherry Smith and/or Associate Superintendent Eric Hart to sign all related documents.

Prepared By:  Heather Sloan, Director, Child Nutrition



Administrative Services Memorandum

To: Dr. Sherry Smith, Superintendent

From: EH Eric Hart, Associate Superintendent, Administrative Services

Date: June 14, 2023

Subject: Authorization to Utilize Approved Competitive Bids from Pomona Valley Cooperative School Districts for Child Nutrition Purchases


BACKGROUND: Alta Loma School District is a member of the 13 district Pomona Valley Cooperative purchasing group. The group combines purchasing needs to increase bid value and thus secure best pricing through economies of scale. Bid responsibilities are rotated amongst group members on an annual basis.

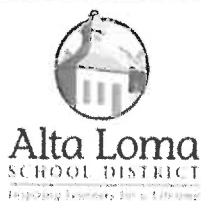
District/Agency	Bid No.	Products	Renewal Year
Moreno Valley USD Board Approval 5/9/23	#22-23-04	Snack Food & Beverage Services	NEW
Ontario-Montclair SD Board Approved 5/18/23	#C-234-001	Paper Products & Supplies	NEW

RATIONALE: These bids are not considered “piggyback” bids, as all 13 member districts are named in the bid document, thus it is a group purchasing effort. Alta Loma School District is named in the bid documents and advertisements, and our usage is included in the award.

FUNDING: Child Nutrition Fund (Fund 13)

RECOMMENDATION: Recommend the Board authorize the Alta Loma School District to utilize approved competitive bids from Pomona Valley Cooperative School Districts for Child Nutrition purchases and authorize Superintendent Sherry Smith and/or Associate Superintendent Eric Hart to sign all related documents.

Prepared By:  Heather Sloan, Director, Child Nutrition



Administrative Services Memorandum

To: Dr. Sherry Smith, Superintendent

From: ~~Eric~~ Eric Hart, Associate Superintendent, Administrative Services

Date: June 14, 2023

Subject: Authorization to Utilize Approved Competitive Distribution Bid from the Pomona Unified Collaborative for Child Nutrition Purchases

BACKGROUND:

Alta Loma School District is a member of the Pomona Unified Collaborative purchasing group. The group combines purchasing needs to increase bid value and thus secure best pricing through economies of scale. Pomona Unified is the Lead District on this bid.

District/Agency	Bid No.	Products	Renewal Year
Pomona USD Board Approved 5/17/23	#09(22-23)FN	Distribution of USDA Foods and Commercial Food Products	NEW

RATIONALE:

This bid is not considered a "piggyback" bid, as all member districts are named in the bid document, thus it is a group purchasing effort. Alta Loma School District is named in the bid documents and advertisements, and our usage is included in the award.

FUNDING:

Child Nutrition Fund (Fund 13)

RECOMMENDATION:

Recommend the Board authorize the Alta Loma School District to utilize approved competitive bid from the Pomona Unified Collaborative for Child Nutrition purchases and authorize Superintendent Sherry Smith and/or Associate Superintendent Eric Hart to sign all related documents.

Prepared By:

Heather Sloan, Director, Child Nutrition



Administrative Services Memorandum

To: Dr. Sherry Smith, Superintendent

From:  Eric Hart, Associate Superintendent, Administrative Services

Date: June 14, 2023

Subject: Permission to Advertise Bids for the Carnelian Playground Equipment Relocation Project Bid #2022-23-05

BACKGROUND: The District is currently planning to formally bid for the relocation of playground equipment at Carnelian Elementary.

In order to have an anticipated Board award in August, the District will need to advertise bids during summer of 2023. Any award recommendations will be presented to the Board of Trustees for final action.

RATIONALE: In order to maximize our window of opportunity, an August bid award would likely allow construction to begin in early fall of 2023. This action begins the formal bidding process for a Public Works Project.

FUNDING: Unrestricted General Fund

RECOMMENDATION: Recommend the Board grant permission to Advertise Bids for the Carnelian Playground Equipment Relocation Project Bid #2022-23-05 and authorize Superintendent Sherry Smith and/or Associate Superintendent Eric Hart to sign all related documents.



Superintendent's Memorandum

To: Board of Trustees

From: Dr. Sherry Smith, Superintendent

Date: June 14, 2023

Subject: Resolution No. 06-14-23(a) Declaring the Week of October 8-14, 2023 as Week of the School Administrator

BACKGROUND: The California Department of Education encourages school districts to designate the second full week in the month of October of each year to recognize school administrators in accordance with California Education Code §44015.1.

RATIONALE: In observance of the importance of educational leadership at the school, school district, and county levels, the second full week in the month of October of each year shall be designated as Week of the School Administrator. Schools, school districts, and county superintendents of schools are encouraged to observe the week with public recognition of the contribution that school administrators make to successful pupil achievement.

FUNDING: Adoption of this resolution will have no effect on the District's budget.

RECOMMENDATION: Recommend that the Board approve Resolution No. 06-14-23(a), designating the week of October 8-14, 2023 as Week of the School Administrator per Education Code §44015.1.

ALTA LOMA SCHOOL DISTRICT
June 14, 2023

WEEK OF THE SCHOOL ADMINISTRATOR

October 8 – 14, 2023

WHEREAS, Leadership Matters for California’s public education system and the more than 6 million students it serves;

WHEREAS, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

WHEREAS, The title “school administrator” is a broad term used to define many education leadership posts. Superintendents, associate superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, Public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, Research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared the second full week of October as the “Week of the School Administrator” in Education Code 44015.1; and

WHEREAS, The future of California’s public education system depends upon the quality of its leadership; now therefore

BE IT RESOLVED, by the ALTA LOMA SCHOOL DISTRICT that all school leaders be commended for the contributions they make to successful student achievement.

ALTA LOMA SCHOOL DISTRICT
June 14, 2023

TEACHER APPRECIATION WEEK

May 6 - 10, 2024

WHEREAS, teachers of the Alta Loma School District have a high degree of skill and training; and,

WHEREAS, these teachers are called upon daily to use these skills for the benefit of the students in their care; and,

WHEREAS, these students experience social, emotional, and academic growth due to the teachers' skills and devotion; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Alta Loma School District designates the week of May 6 – 10, 2024 as Teacher Appreciation Week, specifically recognizing May 8th as California Day of the Teacher, taking this opportunity to recognize each teacher for outstanding contributions to the students in the Alta Loma School District and to say, on behalf of all the students, thank you.

Brad Buller, President
Board of Trustees
Alta Loma School District

ALTA LOMA SCHOOL DISTRICT
June 14, 2023

CLASSIFIED SCHOOL EMPLOYEE WEEK
MAY 13 - 17, 2024

WHEREAS, classified school employees provide invaluable services to the Alta Loma School District,

WHEREAS, classified school employees contribute to the establishment and promotion of a positive environment; and,

WHEREAS, classified school employees play a vital role in providing for the welfare and safety of the children; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Alta Loma School District hereby recognizes and wishes to honor the contribution of the classified school employees and declares the week of May 13 - May 17, 2024 as Classified School Employee Week for the Alta Loma School District.

Brad Buller, President
Board of Trustees
Alta Loma School District

AMENDMENT NO. 1

TO THE SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This amendment No. 1 to the Superintendent's Contract of Employment ("Contract") dated June 15, 2022, between the ALTA LOMA SCHOOL DISTRICT ("District") acting through its Board of Trustees ("Board") and Sherry Smith, Superintendent ("Superintendent"), is made with reference to the following facts:

RECITALS

- A. Superintendent and Board have entered into a contract for employment dated June 15, 2022 (hereinafter "Contract");
- B. It is the Board's desire to amend the contract as stated below.

NOW THEREFORE, it is agreed by and between the parties as follows:

- 1. Paragraph 1 of the Contract shall be modified to read as follows:

Superintendent shall be employed by Board pursuant to the terms and conditions of this Contract for a term commencing July 1, 2023, to and including June 30, 2027.

- 2. Paragraph 4 of the Contract shall be modified to read as follows:

The District shall provide Superintendent with dental benefits and the Kaiser plan of choice at no cost.

- 3. Paragraph 6 of the Contract shall be modified to read as follows:

If Superintendent retires from the District in good standing and remains retired under STRS, he/she shall be provided the same medical insurance provided to other certificated employees. To qualify for such coverage, the Superintendent must have retired at or after the age of 58 and have been a full-time employee of the District, not including leave status, for at least 5 years prior to retirement and active full-time status the last two (2) years before retirement.

- 4. Except as modified herein, all remaining terms and conditions for the Contract shall continue in full force and effect.

Date: June 14, 2023

Alta Loma School District

By _____

By _____

Sherry Smith
Superintendent

Brad Buller
President, Board of Trustees

Date of Board of Trustees approval in open session: June 14, 2023

AMENDMENT NO. 2

TO THE ASSOCIATE SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This amendment No. 2 to the Associate Superintendent's Contract of Employment dated June 2, 2021, between the ALTA LOMA SCHOOL DISTRICT ("District") acting through its Board of Trustees ("Board") and Eric Hart, Associate Superintendent, Administrative Services ("Associate Superintendent") is made with reference to the following facts:

RECITALS

- A. Associate Superintendent and Board have entered into a contract for employment dated June 2, 2021 (hereinafter "Contract");
- B. It is the Board's desire to amend the contract as stated below.

NOW THEREFORE, it is agreed by and between the parties as follows:

- 1. Paragraph I. of the Contract shall be modified to read as follows:

The term of employment for the Associate Superintendent shall be for a period of four (4) years commencing July 1, 2023 and ending on June 30, 2027, and shall be subject to the terms and conditions herein set forth.

- 2. Paragraph V. of the Contract shall be modified to read as follows:

B. Professional Activities. The District encourages the Associate Superintendent, Administrative Services to participate in professional organizations and activities, provided that such participation is consistent with his overall responsibilities to the District, and provided further, that such participation does not interfere with the satisfactory performance of his duties and obligations to the District. The District shall provide the Associate Superintendent, Administrative Services membership in ACSA (Association of California School Administrators) and one other organization with Superintendent approval.

- 3. Except as modified herein, all remaining terms and conditions for the Contract shall continue in full force and effect.

Date: June 14, 2023

Alta Loma School District

By _____

By _____

Eric Hart
Associate Superintendent,
Administrative Services

Brad Buller
President, Board of Trustees

Date of Board of Trustees approval in open session: June 14, 2023



Human Resources Memorandum

To: Dr. Sherry Smith, Superintendent

From: Donna Carlson, Assistant Superintendent, Human Resources

Date: June 14, 2023

Subject: Employment Contract for Assistant Superintendent, Educational Services

BACKGROUND: Christina Pierce was appointed to the position of Assistant Superintendent of Educational Services on May 17, 2023, pending approval of the employment contract.

Government Code Section 54953, which is part of the Brown Act, was amended in January 2017, to require that financial terms of all executive employment contracts be verbally summarized before approval by the Board. This agenda item addresses the contract, which is to be approved at a Regular Board Meeting, in Open Session, and is to include a verbal outline of the financial terms of the contract.

RATIONALE: Upon approval of this contract and effective July 1, 2023, Christina Pierce will replace current Associate Superintendent of Educational Services, Christopher Deegan, who resigned effective June 30, 2023.

FUNDING: This position will be funded from the Unrestricted General Fund.

RECOMMENDATION: Recommend the Board approve the Employment Contract for Christina Pierce as Assistant Superintendent of Educational Services, for the term of July 1, 2023 to June 30, 2026, as presented.

To be read by the Board President in Open Session before the contract is approved:

COMPENSATION: Assistant Superintendent, Educational Services will receive a salary in the amount of one hundred ninety-five thousand dollars (\$195,000) per year. Such salary shall be paid in 12 equal monthly installments. In each year of this Contract, Assistant Superintendent, Educational Services' salary shall be increased by the same percentage as any cost-of-living adjustment applied to the Certificated Salary Schedule. The compensation provided by this paragraph shall be considered as part of total compensation for STRS purposes to the maximum extent permitted by law.

FRINGE BENEFITS: The Assistant Superintendent, Educational Services shall be provided with the same health and welfare and other fringe benefits afforded to District certificated employees subject to the same terms and conditions and District contributions as those benefits may change from time to time. This agreement also provides that no additional reimbursement of expenses will be authorized for transportation, or other incidental expenses of the Assistant Superintendent, Educational Services in performing her duties and responsibilities, except as provided in Paragraph II B of the Employment Contract.

**ALTA LOMA SCHOOL DISTRICT
9390 BASE LINE ROAD, ALTA LOMA, CA 91701**

**CONTRACT FOR EMPLOYMENT FOR ASSISTANT SUPERINTENDENT
OF EDUCATIONAL SERVICES**

PREAMBLE

The following is an agreement between the Board of Trustees of the Alta Loma School District, hereinafter referred to as "Board", and Christina Pierce, hereinafter referred to as "Assistant Superintendent, Educational Services."

RECITALS

I. SALARY

The term of employment for the Assistant Superintendent, Educational Services shall be for a period of three years, commencing July 1, 2023, and ending June 30, 2026 and shall be subject to the terms and conditions herein set forth.

- The salary for the Assistant Superintendent, Educational Services shall be \$195,000 per year (\$16,250 per month). Such salary shall be paid in 12 equal monthly installments. In each year of this Contract, Assistant Superintendent, Educational Services' salary shall be increased by the same percentage as any cost-of-living adjustment applied to the Certificated Salary Schedule.
- The compensation provided by this paragraph shall be considered as part of total compensation for STRS purposes to the maximum extent permitted by law.
- The Assistant Superintendent, Educational Services shall be provided with the same health and welfare and other fringe benefits afforded to District certificated employees subject to the same terms and conditions and District contributions as those benefits may change from time to time.
- This agreement also provides that no additional reimbursement of expenses will be authorized for transportation, or other incidental expenses of the Assistant Superintendent, Educational Services in performing her duties and responsibilities, except as provided in Paragraph II B below.

II. DUTIES AND RESPONSIBILITIES

- A. The Assistant Superintendent, Educational Services shall serve as the executive officer of the Educational Services Division under the general supervision of the Superintendent. She shall perform, in a manner satisfactory to the Superintendent, those tasks and functions as set forth in the job description and standards of performance as directed by the Superintendent.
- B. The Assistant Superintendent, Educational Services shall render 227 work days, as designated by the Superintendent, of full and regular services to the Alta Loma School District during the balance of the period covered by this agreement. The District provides no paid vacations or holidays as part of this agreement. With the District's advance written permission, the Assistant Superintendent has the option to work up to 15 additional days per year at her regular daily rate. The additional compensation provided by this paragraph may be attributed to the Defined Benefit Supplement Program for STRS purposes.

- C. The Assistant Superintendent, Educational Services is expected to attend appropriate professional meetings at local, state, and national levels. Attendance and expenses will be in accordance with District policy.

III. OUTSIDE PROFESSIONAL ACTIVITIES

With prior approval of the Superintendent, the Assistant Superintendent, Educational Services may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations; said outside activities may be performed for compensation provided they do not interfere with or conflict with the Assistant Superintendent, Educational Services' performance of her duties under this agreement and are not incompatible with the Assistant Superintendent's employment with the District.

IV. EVALUATION

The annual evaluation of the Assistant Superintendent, Educational Services shall be based on (1) the position description, (2) areas mutually agreed upon between the Assistant Superintendent and the Superintendent, and (3) specified District goals and objectives in accordance with the procedures outlined in District policies.

V. BENEFITS

- A. *Retirement Benefit.* If the Assistant Superintendent retires from the District in good standing and remains retired under STRS, she shall be provided the same medical insurance provided to other certificated employees. To qualify for such coverage, the Assistant Superintendent must have retired at or after the age of 58 and have been a full-time employee of the District, not including leave status, for at least 10 years prior to retirement and active full-time status the last two (2) years before retirement.
- B. *Professional Activities.* The District encourages the Assistant Superintendent, Educational Services to participate in professional organizations and activities, provided that such participation is consistent with her overall responsibilities to the District, and provided further, that such participation does not interfere with the satisfactory performance of her duties and obligations to the District. The District shall provide the Assistant Superintendent, Educational Services membership in ACSA (Association of California School Administrators) and one other organization with Superintendent approval.

VI. INDEMNIFICATION

The Board agrees to defend, hold harmless and indemnify the Assistant Superintendent, Educational Services from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent, Educational Services in her capacity for acts arising out of her employment with the District, or in her official capacity as agent and employee of the District except for actions initiated

by the District; provided that she did not act or fail to act because of actual fraud, corruption or malice.

VII. REQUIRED PROVISION - ABUSE OF OFFICE

In accordance with the requirements of AB 1344, in the event this contract is terminated, any cash settlement to the Assistant Superintendent, Educational Services related to such termination shall be fully reimbursed to the District in the event the Assistant Superintendent, Educational Services is later convicted of a crime involving an abuse of office or position as described in Government Code section 53243.4. In addition, any funds paid for salary during a paid administrative leave pending an investigation into, or funds paid for criminal defense of, charges of abuse of office or position shall be fully reimbursed to the District in the event the Assistant Superintendent, Educational Services is later convicted of such crime.

GENERAL PROVISIONS

This contract may be terminated only by one of the procedures described in the following paragraphs.

- A. Termination by Mutual Consent – Board and Assistant Superintendent may, by mutual written agreement, terminate this Contract at any time.
- B. Termination by Assistant Superintendent – Notwithstanding any other provision, Assistant Superintendent may terminate this Contract by providing Board with written notice of intent to terminate at least 90 days prior to the termination date. Assistant Superintendent and Board may mutually agree to a termination notice period of fewer than 90 days.
- C. Termination by Board for Cause – This Contract may be terminated for cause at any time in accordance with Board Policy, applicable statutory provisions, and the terms of this subparagraph. For purposes of this Contract, “cause” includes any material breach of this Contract, any failure of Assistant Superintendent to perform the duties prescribed for them by Board, and/or any of the grounds enumerated in Education Code section 44932.
- D. Termination by Board without Cause - Board unilaterally and without cause may terminate this Contract. The maximum cash settlement an employee may receive shall be equal to the monthly salary of the employee multiplied by the number of months on the unexpired term of the contract or eighteen (18) months, whichever is less, and shall not include non-cash items such as for health benefits.
- E. Non-renewal of Contract - Notwithstanding any other provisions of this Contract or District policies and regulation, Board may elect not to renew this Contract, or not to reemploy Assistant Superintendent upon expiration of this Contract, by giving Assistant Superintendent written notice of nonrenewal at least 45 days in advance of the expiration of this Contract pursuant to Education Code section 35031. Assistant Superintendent shall provide the Board with written notice of this provision at least 90

days in advance of the expiration of this Contract. Assistant Superintendent's failure to do so shall constitute a material breach of this Contract.

- F. Assistant Superintendent, Educational Services shall comply with all laws and Board rules, regulations and policies, which are hereby made part of the terms and conditions of this agreement by this reference as though fully set forth herein, including, but not limited to Government Code Sections 53260 and 53261.

This agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board of Trustees of the Alta Loma School District. In witness herein, we affix our signatures to this agreement as the full and complete understanding of the relationship between the parties thereto.

This contract is the full and complete agreement between the parties thereto; replaces all other agreements, contracts and amendments thereto between the parties; and can be changed or modified only in writing, signed by all parties or their successors-in-interest to this agreement.

BOARD OF TRUSTEES OF THE ALTA LOMA SCHOOL DISTRICT

By: _____
Board President

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Assistant Superintendent, Educational Services of the Alta Loma School District.


Christina Pierce
Assistant Superintendent, Educational Services

Date of Acceptance: _____



Human Resources Memorandum

To: Dr. Sherry Smith, Superintendent

From:  Donna Carlson, Assistant Superintendent, Human Resources

Date: June 14, 2023

Subject: Management Salary Schedule

BACKGROUND: The Board of Trustees has approved the adoption of a new job description for Child Nutrition Operations Coordinator.

RATIONALE: The current Management Salary Schedule needs to be revised to reflect the inclusion of the new job title.

FUNDING: There is no fiscal impact to the general fund for revising the Management Salary Schedule.

RECOMMENDATION: Recommend the Board approve the revised Management Salary Schedule to include the salary range for the position of Child Nutrition Operations Coordinator, as presented.

Alta Loma School District

Management Salary Schedule

6% Salary Increase Effective July 1, 2022

	Step I	Step II	Step III	Step IV	Step V	Work Year
Assistant Superintendent of Human Resources**	\$148,236	\$156,386	\$164,540	\$172,693	\$180,847	225 Days
Director of Special Education**	\$141,177	\$148,940	\$156,705	\$164,470	\$172,234	225 Days
Director of Student Services**	\$141,177	\$148,940	\$156,705	\$164,470	\$172,234	225 Days
Director of Educational Programs**	\$141,177	\$148,940	\$156,705	\$164,470	\$172,234	225 Days
Principal**	\$127,113	\$134,055	\$141,001	\$147,943	\$154,887	210 Days
Program Specialist**	\$114,262	\$120,494	\$126,722	\$132,954	\$139,186	210 Days
Junior High Assistant Principal**	\$112,930	\$119,139	\$125,350	\$131,560	\$137,770	210 Days
Junior High Dean of Students**	\$109,700	\$115,735	\$121,768	\$127,800	\$133,836	204 Days
Elementary Assistant Principal**	\$109,700	\$115,735	\$121,768	\$127,800	\$133,836	204 Days
Coordinator of Counseling Services**	\$105,556	\$111,314	\$117,067	\$122,824	\$128,582	194 Days
Coordinator of Instructional Technology**	\$105,556	\$111,314	\$117,067	\$122,824	\$128,582	194 Days
District Behavior Specialist**	\$100,530	\$106,014	\$111,493	\$116,975	\$122,459	194 Days
Psychologist - Behavior Interventionist**	\$100,530	\$106,014	\$111,493	\$116,975	\$122,459	194 Days
Psychologist **	\$100,530	\$106,014	\$111,493	\$116,975	\$122,459	194 Days
Psychologist/Clinical Counselor**	\$100,530	\$106,014	\$111,493	\$116,975	\$122,459	194 Days
Director of Fiscal Services*	\$100,273	\$105,788	\$111,303	\$116,818	\$122,330	225 Days
Director of Information Technology	\$95,498	\$100,751	\$106,002	\$111,254	\$116,505	225 Days
Director of Maintenance, Operations, & Transportation***	\$95,498	\$100,751	\$106,002	\$111,254	\$116,505	225 Days
Director of Child Nutrition*	\$95,498	\$100,751	\$106,002	\$111,254	\$116,505	225 Days
Network Specialist	\$87,294	\$92,044	\$96,800	\$101,553	\$106,307	225 Days
Coordinator of Purchasing, Warehouse, and Reprographics	\$80,713	\$85,152	\$89,835	\$94,775	\$99,986	225 Days
Expanded Learning Opportunity Program Coordinator	\$80,713	\$85,152	\$89,835	\$94,775	\$99,986	225 Days
Child Nutrition Operations Coordinator	\$80,713	\$85,152	\$89,835	\$94,775	\$99,986	225 Days
Facilities Supervisor	\$69,840	\$73,681	\$77,365	\$81,234	\$85,295	225 Days
Transportation Supervisor	\$69,840	\$73,681	\$77,365	\$81,234	\$85,295	225 Days
Administrative Assistants						
Executive Assistant to the Superintendent & Board of Trustees, (Confidential)	\$84,046	\$88,669	\$93,102	\$97,152	\$102,010	225 Days
Administrative Secretary – Administrative Services (Confidential)	\$70,910	\$74,810	\$78,551	\$82,478	\$86,476	225 Days
Administrative Secretary – Educational Services	\$70,910	\$74,810	\$78,551	\$82,478	\$86,476	225 Days
Administrative Assistant – Human Resources (Confidential)	\$61,339	\$64,715	\$68,090	\$71,461	\$74,835	225 Days

Note: Fringe benefit entitlement for Certificated and Classified Management/Confidential employees shall be in accordance with BP 4351.

* Placement contingent upon minimum education requirements.

**\$500 stipend for doctoral degree.


***Director of Maintenance, Operations, & Transportation Stipend: \$1000 monthly while overseeing Measure H Modernization projects.

Note: District Dental - no cost to full-time employees. District Medical - up to \$20,571 insurance allowance to full-time employees.

Updated 5/17/23-6/14/23



Human Resources Memorandum

To: Dr. Sherry Smith, Superintendent
From:  Donna Carlson, Assistant Superintendent, Human Resources
Date: June 14, 2023
Subject: Job Description: School Counselor

BACKGROUND: The District has seen an increased need for additional support for academics, social/emotional development and college/career readiness, as well as collaboration with District staff to support educational success at our school sites. Therefore, a new job description has been created for School Counselor.

First Reading

RATIONALE: The job description outlines the essential duties, qualifications and physical demands of the School Counselor.

FUNDING: The School Counselor will be placed on the Certificated Salary Schedule. The cost to the general fund will be approximately \$78,164, including benefits package. Actual cost will be determined by range and step placement on the salary schedule.

RECOMMENDATION: Recommend that the Board approve the job description for School Counselor, as presented.

ALTA LOMA SCHOOL DISTRICT

SCHOOL COUNSELOR

DEFINITION

Under the general supervision of site administration and the Director of Student Services, the school counselor provides a comprehensive school counseling program that addresses the academic, social/emotional development, and college/career readiness domains as outlined in the ASCA National Model. The school counselor supports students with academic and college/career readiness planning. The school counselor collaborates with teachers, administration, families, and other educational partners to support the educational success of all students. The school counselor provides proactive leadership using data-driven approaches to deliver activities and services that remove barriers to learning.

ESSENTIAL DUTIES

- *Counsel students through the development of academic, college/career readiness and social/emotional plans*
- *Abide by the ASCA Ethical Guidelines for school counselors, which includes maintaining confidentiality and following FERPA guidelines regarding student information.*
- *Assist in providing orientation activities for incoming students and their families*
- *School counselors will provide interventions to address academic, college/career readiness, and social/emotional development.*
- *Counsels with students in groups and individually regarding personal and or social issues, such as anger management, bullying, peer relationships and academic or life skills*
- *Provides prevention and intervention services for students, such as conflict resolution and crisis intervention individually and in the classroom setting*
- *Monitor student progress and use data to provide services to those determined to be academically at promise and promote equity in order to access academic activities and to evaluate the program.*
- *Collaborates with teachers, staff, and parents in understanding and meeting the needs of students including being a resource to teachers; provides leadership in incorporating counseling and guidance materials into curriculum, staff development and parent education programs; assists families with school related problems and issues*
- *Refers students and their parents to appropriate resources, special programs, or outside agencies; refers to community-based resources, as needed*
- *Provide leadership in incorporating school counseling core curriculum into staff development and parent education programs*
- *Assist families with school related problems and issues and make information available to families*
- *Maintains records, meeting objectives and provides necessary data to demonstrate program effectiveness*
- *Collaborates with other professionals in enhancing the education of students*
- *Establishes and maintains effective relationships with staff and administrators*
- *Communicates with administrators, teachers and staff, students, parents, and the community regarding the counseling and guidance program and its role in the educational program*
- *Reviews the counseling and guidance program annually with fellow district counselors and administrators to align with standards using the ASCA National Standards*
- *Is available to provide crisis counseling during critical incidents or other situations as needed*

ALTA LOMA SCHOOL DISTRICT

SCHOOL COUNSELOR – Page 2

- *Performs other duties as assigned or as directed under the guidance of the site administrator or Director of Student Services*

QUALIFICATIONS

Knowledge of:

- *The ASCA National Model*
- *School based counseling and therapeutic techniques for neurodivergent student needs.*
- *Agencies and resources available to assist children.*
- *Advisement and academic planning addressing academic achievement, course planning and social/emotional development.*
- *Federal and state laws concerning individuals with special needs, family rights and counseling.*
- *Common mental health concerns; including anxiety, depression, and self-harming behaviors.*
- *Conflict resolution and peer relation strategies.*
- *Teamwork, communication and advocacy for students' social emotional needs.*
- *Healthy, competent and confident learners.*

Ability to:

- *Assist students in effectively analyzing and developing alternative solutions to behavioral, educational, social and emotional problems and concerns.*
- *Conduct, analyze and effectively utilize a variety of individual and group testing procedures and instruments applicable to the K-8 student.*
- *Collect, organize, and analyze student information through the use of educational historical data, test results and through the use of interview techniques; including universal screenings and knowledge of early intervention.*
- *Effectively deal with site and district personnel, parents, social service and youth service agencies in resolving student problems and concerns.*
- *Effectively participate in the planning and implementation of school guidance and curricular programs.*
- *Develop and implement school based counseling services.*
- *Provide in-service training.*
- *Work independently.*
- *Maintain accurate records.*
- *Meet established timelines.*
- *Establish and maintain cooperative working relationships among culturally and ethnically diverse groups, which may include parents, students, employees, coworkers, teachers and various District site administrators.*
- *Communicate effectively, both orally and in writing.*
- *Understand and carry out oral and written directions.*
- *Use software applications appropriate to assignment.*

DESIRED QUALIFICATIONS

- *Valid California Pupil Services Credential in School Counseling or School Psychology.*

ALTA LOMA SCHOOL DISTRICT

SCHOOL COUNSELOR – Page 3

- Knowledge of the Individual Education Program (IEP) process.
- Experience providing in-service training.
- Knowledge and/or experience with a Special Education Local Plan Area (SELPA), school district operations and an array of special education placement and service options.
- Experience working as a School District Psychologist and/or School Clinical Counselor.

EXPERIENCE, EDUCATION AND LICENSES

Experience:

Previous experience working with elementary school students in a counseling setting
Bilingual (English/Spanish) desirable

Education:

Master's Degree in School Counseling from an accredited college or university

Licenses and other Requirements:

Pupil Personnel Services

Department of Justice and FBI clearance

Possession of valid driver's license

Proof of insurability

SUMMARY OF PHYSICAL DEMANDS RATINGS

Report Identification Code:

The following analysis entails an evaluation of the "Physical Demands" factors of the job as it exists. This method provides a basis for permitting modification to fit the capabilities and needs of workers with disabilities:

Rating Symbol Key:

NP = Not Present - Does not exist

O = Occasionally - Up to 1/3 of the time

F = Frequently - From 1/3 to 2/3 of the time

C = Constantly - 2/3 or more of the time

1. STRENGTH:

A.	Standing		10%
	Walking		20%
	Sitting		70%
B.	Lifting	F	25 lbs.
	Carrying	F	25 lbs.
	Pushing	O	25 lbs.
	Pulling	O	25 lbs.

2. CLIMBING

O

BALANCING

NP

3.	<i>STOOPING</i>	<i>O</i>
	<i>KNEELING</i>	<i>O</i>
	<i>CROUCHING</i>	<i>O</i>
	<i>CRAWLING</i>	<i>O</i>

- | | | |
|----|------------------|---|
| 4. | REACHING | C |
| | HANDLING | C |
| | FINGERING | F |
| | FEELING | F |

5. **TALKING:**
- | | |
|-----------------|----------|
| <i>Ordinary</i> | <i>C</i> |
| <i>Other</i> | <i>O</i> |

- | | |
|----------------------|----------|
| HEARING: | |
| <i>Conversations</i> | <i>C</i> |
| <i>Other Sounds</i> | <i>O</i> |

- | | | |
|----|-------------------------|----------|
| 6. | SEEING: | |
| | <i>Acuity, Near</i> | <i>C</i> |
| | <i>Acuity, Far</i> | <i>F</i> |
| | <i>Depth Perception</i> | <i>O</i> |
| | <i>Accommodation</i> | <i>C</i> |
| | <i>Color Vision</i> | <i>O</i> |
| | <i>Field of Vision</i> | <i>O</i> |

7. **PHYSICAL DEMANDS RATING SUMMARY:** *Light Work: 2 3 (4) (5) (6)*
(DOL Physical Demand Categories 1 to 6 are very significant to the customary performance of the job if contained in parenthesis)

8. **PHYSICAL DEMAND COMMENTS:** Examples of lifting/carrying are: briefcase, testing materials; reaching/handling/fingering/feeling are telephone, test materials, computer; talking/hearing are normal conversations, counseling and administering tests; visual acuity is driving, preparing and receiving reports.

9. *EXPOSURE to hostile or abusive individuals is possible.*

The following analysis represents evaluation of the surroundings in which the job is performed. Environmental Conditions must by definition be specific and related to the job:

NP = Not Present in the Job Environment

S = Seldom - Under 5% of Work Day

O = Occasionally - Up to 1/3 Time

F = Frequently - From 1/3 to 2/3 Time

C = Constantly - 2/3 or More Time

ALTA LOMA SCHOOL DISTRICT

SCHOOL COUNSELOR – Page 5

1. **ENVIRONMENT:**
Inside 80% Outside 20%
2. **EXTREME COLD** *NP*
3. **EXTREME HEAT** *NP*
4. **WET/HUMID** *NP*
5. **NOISE (IN DECIBELS)** *80 decibels*
VIBRATION *NP*
6. **HAZARDS:**

<i>Mechanical</i>	<i>NP</i>
<i>Explosives</i>	<i>NP</i>
<i>Electrical</i>	<i>NP</i>
<i>Radiant Energy</i>	<i>NP</i>
<i>Burns</i>	<i>NP</i>
<i>Other Hazard/s</i>	<i>S</i>

Comments regarding "Other Hazard/s" = Aggressive students/parents
7. **ATMOSPHERIC CONDITIONS:**

<i>Fumes</i>	<i>NP</i>
<i>Mists</i>	<i>NP</i>
<i>Odors</i>	<i>NP</i>
<i>Gasses</i>	<i>NP</i>
<i>Dusts</i>	<i>NP</i>
<i>Poor Ventilation</i>	<i>O</i>
<i>Other Atmospheric Hazards</i>	<i>NP</i>

Comments Regarding "Poor Ventilation" = Interviewing in small rooms
8. **PROTECTIVE CLOTHING - DEVICES:** *Latex gloves*
9. **E. C. SUMMARY:** *Inside and Outside Work 2 3 4 5 6 7 Numbers encircled by () indicate significant involvement of factors enumerated and rated above.*
10. **SUMMARY ENVIRONMENTAL COMMENTS:** *Exposure to paper dusts, normal office noises and road vibrations while driving an automobile.*

Job Area	January	February	March	April	May	June	July	August	September	October	November	December
Board Mtg Dates	18th	1st & 15th	8th	5th & 19th	3rd & 17th	7th & 14th	dark	2nd	6th & 20th	18th	15th	13th
	Midyear Review/Check In Board Evaluation/ 1st Reading Board Calendar for 2023-2024	(1st) Approve Board Calendar Gov. Calendar	*special gov. workshop study: State of District	Conduct Board Self Evaluation -action plan-	(17th) Board Appreciation to Staff			Superintendent Goals Established (Closed)	CSBA Masters In Governance Begins		Designate Date for Annual Organizational Meeting	CSBA Annual Conf/ Annual Org. Mtg.
Effective Governance	VGE	(1st) Stork (15th) ALE	Hermosa	(5th) Jasper (19) Deer Cyn	(3) Vineyard			Carmelian	(6) Banyan (20) ALJH	Victoria Groves	Stork	ALE
Student Voice	Approve School Calendar		CSBA Policy Updates	Approve CSBA Policy Services		CSBA Policy Updates Student IDT Master Attendance Agreement (2026, every 5 years)		Approval of Consolidated Application and Reporting System	CSBA Policy Updates	Calendar Committee Convene		CSBA Policy Updates 1st Reading School Calendar
Policy Review	SPSAs (Consent) / School Accountability Report Card (SARC)	Post SARCs			Post LCAP Public Hearing Notice	(7th) LCAP Public Hearing ,Local Indicators/ (14th) LCAP Adoption		ELD Plan	LCAP Update			
Strategic Planning (LCAP)	Achievement Data Presentation		New Adoptions Update SBCSS MOU Data Sharing Services (15th) Comprehensive Safety Plans		Textbook Adoption Approval	(14th) Special Field Trips / Approval of Field Trips, Deposits and Prepayments		Post Public Hearing Notice - Adequate Inst. Supplies	(6th) Adequate Inst. Supplies / Summer Offerings Presentation	Achievement Data Presentation		
Student Achievement			Transportation Service Plan	District Solar Energy Update								
Facilities	Qualified Coaches	Intention to Release	RIF & Reassignment Notices by 14th	Recruitment & Hiring	Final RIF/ Hiring/ Retirement Celebration/ Hire summer staff	Recruitment & Hiring/Renewal of Assoc. Sup & Sup contracts		Convocation/ Alternate Credentials	(20th) Qualified Coaches			
Human Resources	Governor's January Budget				Governor's May Revise		State Adopted Budget			Collective Bargaining Begins		
Collective Bargaining												

Standardized Account Code Structure

FUND		RESOURCE		GOAL		FUNCTION		OBJECT		SCHOOL	
01	GENERAL FUND	0000	UNRESTRICTED (BASE - LCFF)	0000	UNDISTRIBUTED	1000-1999	INSTRUCTION	4000-4999	BOOKS, MATERIALS & SUPPLIES	000	DISTRICTWIDE
13	CAFETERIA FUND	0100	SUPPLEMENTAL - LCFF	1000	GENERAL EDUCATION SUMMARY	2000-2999	INSTRUCTION/ RELATED SERVICES	5000-5999	SERVICES & OTHER OPERATING EXPENDITURES	001	ALTA LOMA ELEMENTARY
21	BUILDING FUND	1100	LOTTERY - UNRESTRICTED	1110	REGULAR EDUCATION	3000-3999	PUPIL SERVICES	6000-6999	CAPITAL OUTLAY	002	CARNELIAN ELEMENTARY
		3010	TITLE I, PART A, BASIC GRANT	4760	BILINGUAL EDUCATION	5000-5999	COMMUNITY SERVICES			004	JASPER ELEMENTARY
		3220	CARES ACT	5760	SPECIAL EDUCATION, NONSEVERELY DISABLED AGES 5-22	7000-7999	GENERAL ADMINISTRATION			005	FLOYD M. STORK ELEMENTARY
		4035	Title II	8300	CHILD CARE SERVICES	8000-8999	PLANT SERVICES			006	DDHR CANYON ELEMENTARY
		4127	Title IV							007	HERMOSA ELEMENTARY
		4203	Title III							009	VICTORIA GROVES ELEMENTARY
		5310	CHILD NUTRITION							010	BANYAN ELEMENTARY
		6500	Special Education - State AB602							303	ALTA LOMA JUNIOR HIGH
		8150	RRMA Ongoing Maintenance							308	VINEYARD JUNIOR HIGH

The chart of accounts above is a list of the most frequently used codes based on the Standardized Account Code Structure (SACS) established by the California Department of Education (CDE). All fields used in the SACS must work together to form valid account code strings.

BEST NET CONSORTIUM
ACCOUNTS PAYABLE - BOARD PURCHASE ORDER REPORT

02 Alta Loma School District				Fiscal Year: 2023	
Purchase Order	Vendor	Description	Ln	Fu Rs Y Goal Func Obj Sch Mgmt	Encumbered
231487	TRAVELING TIDE POOLS	Traveling Tide Pool Experience	1	01-2600-0-8500-5000-5810-727-3600 Total	1,695.00 1,695.00
231488	CULVER NEWLIN INC	Kinder Furniture	1	01-0000-0-1110-1000-4410-002-5501 Total	9,009.79 9,009.79
231489	MARC LITTLE	MARC LITTLE Improv Assembly	1	01-2600-0-8500-5000-5810-000-3600 Total	4,826.00 4,826.00
231490	ACOSTA TREE SERVICE	GRNDS TREE TRIMMING-CARNELIAN	1	01-0000-0-0000-8211-5638-000-2095 Total	4,500.00 4,500.00
231491	ROYALTY GUTTERS LLC	GUTTER REPAIR/REPLACEMENT-HERM	1	01-8150-0-0000-8110-5631-000-2076 Total	8,300.00 8,300.00
231492	ODP BUSINESS SOLUTIONS LLC	SPECIAL ED	1	01-6500-0-5760-1110-4310-000-6323 Total	586.62 586.62
231493	HENRY SCHEIN INC	Warehouse / Health Order	1	01-0000-0-0000-0000-9320-000 Total	575.67 575.67
231494	PARADIGM HEALTHCARE	SPECIAL ED	1	01-9010-0-0000-2700-5810-000-660C Total	5,000.00 5,000.00
231495	COMMERCIAL DOOR METAL	M&O / DOOR REPAIRS-STORK	1	01-8150-0-0000-8530-6250-000-2076 Total	5,761.63 5,761.63
231496	GORM INC	CUSTODIAL SUPPLIES	1	01-0000-0-0000-8210-4370-000-2092 Total	3,041.46 3,041.46
231497	AGPARTS WORLDWIDE INC	IT Supplies	1	01-0000-0-0000-7700-4340-000-8305 Total	13,738.13 13,738.13
231498	ODP BUSINESS SOLUTIONS LLC	SPECIAL ED	1	01-6500-0-5760-1110-4310-000-6323 Total	51.59 51.59
231499	JENJO INK	Comic book class summer progra	1	01-2600-0-8500-5000-5810-000-3600 Total	3,600.00 3,600.00
231500	COURTNEY LABAT DAVALLE	Dance class for our summer pro	1	01-2600-0-8500-5000-5810-000-3600 Total	3,600.00 3,600.00

BEST NET CONSORTIUM
ACCOUNTS PAYABLE - BOARD PURCHASE ORDER REPORT

02 Alta Loma School District										Fiscal Year: 2023
Purchase Order	Vendor	Description	Ln	Fu	Rs	Y Goal	Func Obj	Sch Mgmt	Encumbered	
231501	NETRONIX INTEGRATION INC	M&O / SALTO SUPPLIES	1	01-8150-0-0000-8110-4380-000-2076					104.45	
			2	01-8150-0-0000-8110-4480-000-2076					2,821.69	
			Total						2,926.14	
231502	U.S. BANK - PARS #6745037701	Admin Services/PARS	1	01-0000-0-1110-1000-3931-000-2SRP					816,556.50	
			2	01-0000-0-8500-5000-3932-000-2SRP					15,874.43	
			Total						832,430.93	
231503	GORM INC	Warehouse / Health Order	1	01-0000-0-0000-0000-9320-000					260.05	
			Total						260.05	
		Purchase Order Count: 17	Grand Total						899,903.01	
	Fund Summary:		Fund 01						899,903.01	

Purchase Order Count: 17

The above Purchase Order(s) have been issued in accordance with the District's policies and procedures and are hereby recommended for approval.



Authorized Agent

BEST NET CONSORTIUM
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
 Board of Trustees Meeting 06/14/2023

Fiscal Year: 2023

02 Alta Loma School District

Transmittal Number: 23000797-0 AUDIT					
Reference	Vendor	Description	Amount		
PO230792-037	TILDEN-COIL CONSTRUCTORS INC	CONSTRUCTION MANAGEMENT SERVIC	49,628.82		
PO230792-038	TILDEN-COIL CONSTRUCTORS INC	CONSTRUCTION MANAGEMENT SERVIC	18,970.00		
PO230792-039	TILDEN-COIL CONSTRUCTORS INC	CONSTRUCTION MANAGEMENT SERVIC	57,674.77		
PO230792-040	TILDEN-COIL CONSTRUCTORS INC	CONSTRUCTION MANAGEMENT SERVIC	10,468.00		
		Total Payment Amount	136,741.59		
		Transmittal Total	136,741.59		
		Fund Summary:	Fund 21		
			136,741.59		
Transmittal Number: 23000798-0 AUDIT					
PO230714-008	GIANT SERVICES INC	2021-22-04 Hermosa Modernizat	243,158.00		
		Total Payment Amount	243,158.00		
		Transmittal Total	243,158.00		
		Fund Summary:	Fund 21		
			243,158.00		
Transmittal Number: 23000799-0					
PO230716-006	JANUS CORPORATION	2021-22-04 Hermosa Modernizat	45,442.14		
		Total Payment Amount	45,442.14		
		Transmittal Total	45,442.14		
		Fund Summary:	Fund 21		
			45,442.14		
Transmittal Number: 23000800-0 AUDIT					
PO230720-009	SPEC CONSTRUCTION CO. INC	2021-22-04 Hermosa Modernizat	173,698.00		
		Total Payment Amount	173,698.00		
		Transmittal Total	173,698.00		
		Fund Summary:	Fund 21		
			173,698.00		
Transmittal Number: 23000801-0					
PO230725-007	WEST-TECH MECHANICAL INC	2021-22-04 Hermosa Modernizati	14,011.55		

BEST NET CONSORTIUM
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
Board of Trustees Meeting 06/14/2023

Fiscal Year: 2023

02 Alta Loma School District

Transmittal Number: 23000801-0

Total Payment Amount 14,011.55
Transmittal Total 14,011.55
Fund Summary: Fund 21 14,011.55

Transmittal Number: 23000802-0 AUDIT

Reference Vendor
PO231480-001 BOWLERO

Description Amount
Bowlero Filed Trip 1,912.50
Total Payment Amount 1,912.50
Transmittal Total 1,912.50
Fund Summary: Fund 01 1,912.50

Transmittal Number: 23000802-0

PO231401-001 CENGAGE LEARNING

STUDENT MATH MATERIAL 7TH / 8T 24,105.84
Total Payment Amount 24,105.84

PO231485-001 PRISMATIC MAGIC LLC

Lasermania Assembly 899.00
Total Payment Amount 899.00

PO231451-001 SCHOOL HEALTH CORPORATION

WAREHOUSE/HEALTH 290.60
Total Payment Amount 290.60

PO231487-001 TRAVELING TIDE POOLS

Traveling Tide Pool Experience 1,695.00
Total Payment Amount 1,695.00

PO231483-001 WHEELS SQUARED BMX SHOW, LLC

Wheels Squared BMX Show Assebl 899.00
Total Payment Amount 899.00

Transmittal Total 27,889.44
Fund Summary: Fund 01 27,889.44

Transmittal Number: 23000803-0

MV230365-001 APARNA WARADE

Total Payment Amount 34.75

MV230366-001 DAVID NIENAS

50.80

BEST NET CONSORTIUM
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
Board of Trustees Meeting 06/14/2023

Fiscal Year: 2023

02 Alta Loma School District

Transmittal Number: 23000803-0

Reference	Vendor	Description	Total Payment Amount	Amount
MV230367-001	DAWN ANDERSON		50.80	22.95
				22.95
MV230368-001	DIANE MEYNDERT			8.75
				8.75
MV230369-001	FANG FANG LIU			38.55
				38.55
MV230370-001	INHUYUNG HWANG			24.70
				24.70
MV230371-001	MICHAEL TRINER			19.70
				19.70
MV230372-001	PATRICIA ORELLANA			20.85
				20.85
MV230373-001	TAMARA GHIBAUDO			301.50
				301.50
		Transmittal Total		522.55
		Fund Summary: Fund 13		522.55
SPECIAL ED				
		Total Payment Amount		19,495.68
				19,495.68
		Transmittal Total		19,495.68
		Fund Summary: Fund 01		19,495.68
DC / OPEN INSTR SUPPLIES				
DC / OPEN INSTR SUPPLIES				
ALE / OPEN INSTR SUPP				
				114.22
				479.66
				94.10

Transmittal Number: 23000804-0 AUDIT
PO230422-046 MAXIM HEALTHCARE STAFFING

Transmittal Number: 23000804-0
PO230149-027 ODP BUSINESS SOLUTIONS LLC
PO230149-028 ODP BUSINESS SOLUTIONS LLC
PO230156-028 ODP BUSINESS SOLUTIONS LLC

BEST NET CONSORTIUM
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
Board of Trustees Meeting 06/14/2023

02 Alta Loma School District

Fiscal Year: 2023

Transmittal Number: 2300804-0

Reference	Vendor	Description	Total Payment Amount	Amount
PO230193-069	SMART & FINAL	CC / SUPP OPEN,		388.17
PO230352-012	SMART & FINAL	ALJH / Open Supplies		376.22
		Total Payment Amount		764.39
		Transmittal Total		1,452.37
		Fund Summary: Fund 01		1,452.37

Transmittal Number: 2300805-0

PO230525-094	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins		132.12
PO230525-095	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins		73.26
PO230525-096	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins		82.64
PO230525-097	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins		54.48
PO230525-098	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins		179.48
PO230525-099	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins		30.05
PO230525-100	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins		65.19
PO230525-101	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins		45.97
PO230525-102	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins		10.05
PO230525-103	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins		7.89
		Total Payment Amount		681.13
		CC / SUPP OPEN,		284.06
		Total Payment Amount		284.06
		Transmittal Total		965.19
		Fund Summary: Fund 01		965.19

PO230193-070

SMART & FINAL

Transmittal Number: 2300806-0

PO230323-034	ODP BUSINESS SOLUTIONS LLC	JASPER / INST SUPPLIES		421.28
PO230323-035	ODP BUSINESS SOLUTIONS LLC	JASPER / INST SUPPLIES		72.06
PO230323-036	ODP BUSINESS SOLUTIONS LLC	JASPER / INST SUPPLIES		107.39
PO230323-037	ODP BUSINESS SOLUTIONS LLC	JASPER / INST SUPPLIES		37.54
PO230323-038	ODP BUSINESS SOLUTIONS LLC	JASPER / INST SUPPLIES		75.32
PO230323-039	ODP BUSINESS SOLUTIONS LLC	JASPER / INST SUPPLIES		33.14
PO230323-040	ODP BUSINESS SOLUTIONS LLC	JASPER / INST SUPPLIES		39.77
		Total Payment Amount		786.50

BEST NET CONSORTIUM
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
Board of Trustees Meeting 06/14/2023

02 Alta Loma School District

Fiscal Year: 2023

Transmittal Number: 23000806-0

Transmittal Total
786.50

Fund Summary: Fund 01
786.50

Transmittal Number: 23000807-0

Reference	Vendor	Description	Amount
PO230525-104	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins	13.46
PO230525-105	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins	581.29
PO230525-106	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins	272.23
		Total Payment Amount	866.98

Transmittal Total
866.98

Fund Summary: Fund 01
866.98

Transmittal Number: 23000808-0

MV230374-001 DINEEN VASQUEZ

Total Payment Amount
75.00
75.00

PO231359-001	ODP BUSINESS SOLUTIONS LLC	VG/ Teacher Supplies	144.73
PO231359-002	ODP BUSINESS SOLUTIONS LLC	VG/ Teacher Supplies	159.67
PO231359-003	ODP BUSINESS SOLUTIONS LLC	VG/ Teacher Supplies	13.00
PO231359-004	ODP BUSINESS SOLUTIONS LLC	VG/ Teacher Supplies	63.76
PO231359-005	ODP BUSINESS SOLUTIONS LLC	VG/ Teacher Supplies	122.20
PO231359-006	ODP BUSINESS SOLUTIONS LLC	VG/ Teacher Supplies	180.34
		Total Payment Amount	683.70

PO230193-071	SMART & FINAL	CC / SUPP OPEN,	723.59
PO230390-012	SMART & FINAL	ED SVCS / OPEN OFFICE SUPPLIES	25.96
		Total Payment Amount	749.55

Transmittal Total
1,508.25

Fund Summary: Fund 01
1,508.25

Transmittal Number: 23000809-0

PO231371-001	ODP BUSINESS SOLUTIONS LLC	Jasper / Classroom Supplies (C	72.91
PO231371-002	ODP BUSINESS SOLUTIONS LLC	Jasper / Classroom Supplies (C	56.62
PO231371-003	ODP BUSINESS SOLUTIONS LLC	Jasper / Classroom Supplies (C	225.03
PO231371-004	ODP BUSINESS SOLUTIONS LLC	Jasper / Classroom Supplies (C	30.33

BEST NET CONSORTIUM
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
Board of Trustees Meeting 06/14/2023

Fiscal Year: 2023

02 Alta Loma School District

Transmittal Number: 23000809-0				
Reference	Vendor	Description	Amount	
PO231371-005	ODP BUSINESS SOLUTIONS LLC	Jasper / Classroom Supplies (C	9.51	
PO231371-006	ODP BUSINESS SOLUTIONS LLC	Jasper / Classroom Supplies (C	32.16	
PO231371-007	ODP BUSINESS SOLUTIONS LLC	Jasper / Classroom Supplies (C	54.67	
PO231371-008	ODP BUSINESS SOLUTIONS LLC	Jasper / Classroom Supplies (C	127.65	
PO231371-009	ODP BUSINESS SOLUTIONS LLC	Jasper / Classroom Supplies (C	16.08	
		Total Payment Amount	624.96	
		Transmittal Total	624.96	
		Fund Summary: Fund 01	624.96	
Transmittal Number: 23000810-0				
PO230389-020	ODP BUSINESS SOLUTIONS LLC	HERMOSA / Open Instr Supp	40.81	
PO230389-021	ODP BUSINESS SOLUTIONS LLC	HERMOSA / Open Instr Supp	97.81	
PO230389-022	ODP BUSINESS SOLUTIONS LLC	HERMOSA / Open Instr Supp	72.36	
PO230389-023	ODP BUSINESS SOLUTIONS LLC	HERMOSA / Open Instr Supp	91.82	
PO230389-024	ODP BUSINESS SOLUTIONS LLC	HERMOSA / Open Instr Supp	16.08	
PO230389-025	ODP BUSINESS SOLUTIONS LLC	HERMOSA / Open Instr Supp	239.48	
PO230389-026	ODP BUSINESS SOLUTIONS LLC	HERMOSA / Open Instr Supp	78.84	
		Total Payment Amount	637.20	
		Transmittal Total	637.20	
		Fund Summary: Fund 01	637.20	
Transmittal Number: 23000811-0				
PO230525-107	ODP BUSINESS SOLUTIONS LLC	STRK /Office Depot Open PO/Ins	638.15	
PO231410-001	ODP BUSINESS SOLUTIONS LLC	VJH/FILE FOLDERS	54.71	
		Total Payment Amount	692.86	
		Transmittal Total	692.86	
		Fund Summary: Fund 01	692.86	
Transmittal Number: 23000812-0				
PV230833-001	GARCIA, ANGELICA		66.89	
		Total Payment Amount	66.89	
PO230190-004	ODP BUSINESS SOLUTIONS LLC	WAREHOUSE / OPEN OFFICE SUPPLI	18.95	

BEST NET CONSORTIUM
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
 Board of Trustees Meeting 06/14/2023

Fiscal Year: 2023

02 Alta Loma School District

Transmittal Number: 23000812-0			
Reference	Vendor	Description	Amount
PO230190-005	ODP BUSINESS SOLUTIONS LLC	WAREHOUSE / OPEN OFFICE SUPPLI	70.85
PO230522-009	ODP BUSINESS SOLUTIONS LLC	STRK / Office Depot Open PO/Pr	10.12
PO230522-010	ODP BUSINESS SOLUTIONS LLC	STRK / Office Depot Open PO/Pr	84.80
PO230522-011	ODP BUSINESS SOLUTIONS LLC	STRK / Office Depot Open PO/Pr	82.37
PO230522-012	ODP BUSINESS SOLUTIONS LLC	STRK / Office Depot Open PO/Pr	77.57
PO230522-013	ODP BUSINESS SOLUTIONS LLC	STRK / Office Depot Open PO/Pr	54.30
PO230522-014	ODP BUSINESS SOLUTIONS LLC	STRK / Office Depot Open PO/Pr	54.30
PO231372-001	ODP BUSINESS SOLUTIONS LLC	TK Instructional Supplies	352.84
		Total Payment Amount	806.10
		Transmittal Total	872.99
		Fund Summary: Fund 01	872.99
Transmittal Number: 23000813-0 AUDIT			
PO230598-010	GO ARCHITECTS INC	ADMIN SERVICES/HVAC UPGRADES	63,266.53
		Total Payment Amount	63,266.53
		Transmittal Total	63,266.53
		Fund Summary: Fund 01	63,266.53
Transmittal Number: 23000813-0			
PV230834-001	ALVARADO, AUDREY		500.00
		Total Payment Amount	500.00
PO230077-035	BAY ALARM	M&O / MAINTENANCE AGREEMENT	313.00
PO230077-036	BAY ALARM	M&O / MAINTENANCE AGREEMENT	209.00
		Total Payment Amount	522.00
PO231484-001	BEST BUBBLE PARTIES/BEST	Best Bubble Learning Assembly	355.00
		Total Payment Amount	355.00
PV230836-001	CARPENTER, TARA		66.72
		Total Payment Amount	66.72
PO231419-001	CHAFFEY JOINT UNION HIGH	Service Fees	256.52
		Total Payment Amount	256.52

BEST NET CONSORTIUM
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
 Board of Trustees Meeting 06/14/2023

Fiscal Year: 2023

02 Alta Loma School District

Transmittal Number: 23000813-0

Reference Vendor
 PV230840-001 GILLES, CALLAN

Amount
 487.08
 487.08

Description
 CLASS SUPPLIES
 Total Payment Amount

PV230835-001 HOFF, BRITTNEY

19.82
 19.82

Total Payment Amount

PV230837-001 LANDERS, MEGGAN

40.61
 40.61

Total Payment Amount

PV230839-001 LARRAGA, AMANDA

39.30
 39.30

Total Payment Amount

PV230838-001 LOMBARDO, TYLER

73.63
 73.63

Total Payment Amount

PO230260-011 SO. CALIFORNIA GAS COMPANY
 PO230262-011 SO. CALIFORNIA GAS COMPANY
 PO230270-010 SO. CALIFORNIA GAS COMPANY
 PO230325-012 SO. CALIFORNIA GAS COMPANY
 PO230330-007 SO. CALIFORNIA GAS COMPANY
 PO230335-011 SO. CALIFORNIA GAS COMPANY
 PO230341-011 SO. CALIFORNIA GAS COMPANY
 PO230345-011 SO. CALIFORNIA GAS COMPANY
 PO230348-011 SO. CALIFORNIA GAS COMPANY
 PO230355-011 SO. CALIFORNIA GAS COMPANY
 PO230364-011 SO. CALIFORNIA GAS COMPANY

GAS / VJH
 GAS / VG
 GAS / STRK
 GAS / JASP
 GAS / HERM
 GAS / DSC
 GAS / DC
 GAS / CARN
 GAS / BAN
 GAS / ALJH
 GAS / ALE

657.47
 239.67
 513.32
 286.06
 129.97
 310.49
 227.94
 387.77
 462.15
 601.20
 338.78
 4,154.82

Total Payment Amount

PO231463-001 SUPER DUPER PUBLICATIONS

DC/INSTR SUPPLIES

102.20
 102.20

Total Payment Amount

6,617.70

Transmittal Total

Fund Summary: Fund 01

6,617.70

Transmittal Number: 23000814-0
 PO231212-002 FOLLETT LIBRARY BOOK CO INC

books

410.16
 410.16

Total Payment Amount

BEST NET CONSORTIUM
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
 Board of Trustees Meeting 06/14/2023

Fiscal Year: 2023

02 Alta Loma School District

Transmittal Number: 23000814-0

Reference Vendor
 PO230010-010 NAPA AUTO PARTS

Description
 TRANSPORTATION / OPEN SUPPLIES
 Total Payment Amount

Amount
 1,507.87
 1,507.87

PO230150-053 ODP BUSINESS SOLUTIONS LLC
 PO230150-054 ODP BUSINESS SOLUTIONS LLC
 PO230150-055 ODP BUSINESS SOLUTIONS LLC
 PO230150-056 ODP BUSINESS SOLUTIONS LLC

VJH / OPEN PO - SCHOOL/OFFICE
 VJH / OPEN PO - SCHOOL/OFFICE
 VJH / OPEN PO - SCHOOL/OFFICE
 VJH / OPEN PO - SCHOOL/OFFICE
 Total Payment Amount

309.89
 12.55
 283.14
 44.66
 650.24

Transmittal Total

2,568.27

Fund Summary: Fund 01

2,568.27

Payment Count: 43 Transmittal Count: 21 Grand Total:

743,731.25

The above Payable transactions have been issued in accordance with the District's policies and procedures.
 It is recommended that the Board of Trustees approve them.



 Authorized Agent