

Since 1862

Board of Trustees

Michelle Rutledge, *Board President* ~ Madeleine Sloane, *Trustee* ~ Jason Snell, *Trustee*

AGENDA

Regular Meeting of the Nicasio School District Board of Trustees

Thursday, November 8, 2018 5pm

Nicasio School Library, 5555 Nicasio Valley Road, California

OPEN SESSION

1. **Call to Order** Michelle Rutledge, Board President
 - a. Patriotic Moment
 - b. Roll Call
 - c. Trustee/Superintendent Announcements Trustees/Interim Superintendent
 - d. Principal Announcements..... Barbara Snekkevik, Principal
 - e. Nicasio School Foundation Update Mark Burton, NSF Board Member
2. **Approval and Adoption of Agenda** Michelle Rutledge, Board President
3. **Consent Agenda** Michelle Rutledge, Board President
 - a. Approval of Minutes: Oct. 4, 2018 Regular Meeting and Oct. 4, 2018 Special Meeting Dr. Jan La Torre-Derby, Interim Supt.
 - b. Ratify Warrants Paid: October 2018 Margie Bonardi, Chief Business Official
 - c. 2018-19 Master Contract with Bay Area Community Resources..... Dr. Jan La Torre-Derby, Interim Supt.
 - d. 2018-19 Master Contract with Dragonfly Therapeutics.... Dr. Jan La Torre-Derby, Interim Supt.
4. **Discussion**
 - a. CA Department of Education Dashboard Annual Update.. Barbara Snekkevik, Principal
5. **Action Items**
 - a. Application to Establish State Funded PreK-School Program Dr. Jan La Torre-Derby, Interim Supt.
 - b. Board Policy #6153 Field Trips *Revision*: Second Reading... Dr. Jan La Torre-Derby, Interim Supt.
 - c. Board Policy #4160 Assault by Pupil Against Employee New: Second Reading Dr. Jan La Torre-Derby, Interim Supt.
 - d. Year-End Field Trip Proposal Grades 3/4/5 and 6/7/8 Barbara Snekkevik, Principal
6. **Conclusion** Michelle Rutledge, Board President
 - a. Agenda items for upcoming Board Agenda: Dec. 6, 2018 4pm
 - b. Adjournment

If you need assistance to access the Board meeting room or to otherwise participate at the meeting, please submit a written request to Nicasio School District Superintendent at P.O. Box 711, Nicasio, CA 94946 or office@nicasioschool.org. Notification at least 48 hours prior to the meeting will better enable the District to make reasonable accommodations in accordance with the Americans with Disabilities Act.

Nicasio School District

Since 1862

Agenda Item # 3a

Board of Trustees

Michelle Rutledge, Board President ~ Madeleine Sloane, Trustee ~ Jason Snell, Trustee

MINUTES

Regular Meeting of the Nicasio School District Board of Trustees

Thursday, October 4, 2018 4pm

Nicasio School Library, 5555 Nicasio Valley Road, California

OPEN SESSION

1. **Call to Order** at 4:10pm

- a. **Patriotic Moment** There was an observation that regardless of the varied responses it evoked, the recent "test" emergency text message sent by the U.S. president was an event which united the entire nation.

- b. **Roll Call** In attendance: **Trustees Michelle Rutledge and Jason Snell** Absent: **Trustee Madeleine Sloane** Also in attendance: **Interim Superintendent Jan La Torre-Derby, Ed.D., Principal Barbara Snekkevik, Chief Business Official Margie Bonardi and Office Manager/District Secretary Mikki McIntyre**

c. **Trustee/Superintendent Announcements** Dr. La Torre-Derby reported the following:

- She attended Oct. 3 School Safety training presented by the Marin County Sheriff's Department
- On Oct. 4, she met with Nancy Wolf, retired principal of Bodega Bay School , and Shoreline Acres Private Preschool Director Daphne Cummings to discuss key components of establishing a pre-kindergarten program.
- A Sept. 27 meeting with Bonny White, Deputy Director of Marin County Free Library Services was focused on refining a services agreement with the District.
- Dr. La Torre-Derby encouraged the governance team to join her at the Oct. 23 (4pm) Schools Rule formal presentation of funds which have been raised by the foundation to support all districts in Marin County.

d. **Principal Announcements** Principal Snekkevik reported on the following:

- Back to School Night, September 13th
- "Coco" Movie Night, October 12th
- Staff Professional Development Day, October 15th
- Walk-A-Thon, October 18th
- Schools Rule Distribution Event, October 23rd
- CAASPP score reports received and sent to families (grades 3-8)
- School Assembly, September 26th
- Student recognition for September life skill, *Inclusion*
- Spirit Day (Color Day), September 28th

- October life skill: *Wellness*
- California Poets in the Schools Program began October 4th
- Teacher of the Month, Janis Yerington
- Marin County School Safety Summit and presentation by Sandy Hook Promise, October 3rd
- Suicide Prevention/Postvention Training by Rebecca Minnich of MCOE, October 3rd
- Staff Professional Development (Data Inquiry), October 5th
- Annual inspections completed (fire alarms, fire extinguishers, septic tank)
- School is now connected to faster Inyo internet connection
- Met with Sara Jones and Bonnie White of Marin County Library to discuss a collaboration to update school library, September 20th
- Water leak discovered on campus, September 20th. Supplemental water was purchased.

2. **Approval and Adoption of Agenda**

Action: **M/S: Snell/Rutledge** to approve and adopt Open Session Agenda **Vote: 2/0** Ayes: Snell, Rutledge; Noes: None

3. **Consent Agenda**

- Approval of Minutes: Sept. 5 2018 Regular Meeting Ratify Warrants Paid: Aug. 25 – Sept. 25, 2018
- Quarterly Report on Williams Uniform Complaints (Jul-Sept 2018)

Action: **M/S: Snell/Rutledge** to approve Consent Agenda **Vote: 2/0** Ayes: Snell, Rutledge; Noes: None

7. **PUBLIC HEARING** on Pupil Textbooks and Instructional Materials – Education code 60019 establishes steps and procedures to ensure the availability of textbooks and instructional materials. The procedures require that the District offices take appropriate action to ensure the availability of textbooks and instructional materials annually. The public hearing opened at 5:35pm.

- Principal Snekkevik summarized the status of current instructional materials and anticipated adoptions. She noted there has been no new adoption in math, and that the District will adopt new science curriculum once the state releases new curriculum for science. She said Study Sync is currently being piloted in the middle school classroom, and although there is no new foreign language curriculum, the school has received a newer edition from the publisher. The purchase of online curriculum is being evaluated, and meanwhile, the teacher has created a lot of instructional materials.
- There was no public comment. The hearing was closed at 5:41pm.

8. **Action Items**

a. **Resolution 2018-19 #3 Regarding Sufficiency or Insufficiency of Instructional Materials**

Action: **M/S: Snell/Rutledge** to approve Resolution 2018-19 #3 Regarding Sufficiency or Insufficiency of Instructional Materials **Roll Call Vote: 2/0** Ayes: Snell, Rutledge; Noes: None

b. **Board Policy #6153 Field Trips Revision: First Reading**

Principal Snekkevik explained that the proposed board policy (BP) revision gives the District the ability to make a down payment on a field trip, and the revised administrative regulations (AR) raises the maximum cost per child to current “going rates” for field trips. She added that no student may be denied participation on a field trip due to inability to pay, and if fundraising efforts and Foundation contributions are not sufficient, the District will pay the balance. There was discussion about various elements of the existing BP/AR. Staff was asked to research inquiries related to medical authorization, funding, costs per student and resources. There

were also requests for several changes in verbiage and punctuation.

Action: There was no action. BP/AR#6153 will be brought back to the Board for a second reading and approval following clarification of issues raised and editing modifications as noted.

c. **Board Policy #4160 Assault by Pupil Against Employee New: First Reading**

A trustee commended the policy's intended purpose to protect teachers and staff.

Action: There was no action. BP#4160 will be brought back to the Board for a second reading and approval at a future meeting.

c. **School Safety Plan Update 2018**

Action: **M/S: Snell/Rutledge** to approve School Safety Plan Update 2018 **Vote: 2/0** Ayes: Snell, Rutledge; Noes: None

d. **Annual Title III Local Plan for English Learners**

Action: **M/S: Snell/Rutledge** to approve Annual Title III Local Plan for English Learners **Vote: 2/0** Ayes: Snell, Rutledge; Noes: None

a. **Conclusion**

b. Agenda items for upcoming Board Agendas

a. Nov. 8, 2018 5pm

- i. Grades 3/4/5 and 6/7/8 Year-End Field Trips
- ii. Second reading BP/AR #6153 Field Trips
- iii. Second reading BP #4160 Pupil Assault against Employee

b. Dec. 6, 2018 4pm

- i. Organizational Meeting
- ii. Swearing-in of Two New Trustees
- iii. First Interim Budget Report
- iv. Interdistrict Transfer Requests into NSD - Application Timeframe and Enrollment Capacities for 2019-20

a. **Adjournment**

Action: **M/S: Snell/Rutledge** to adjourn meeting at 5:11pm **Vote: 2/0** Ayes: Snell, Rutledge; Noes: None

Respectfully submitted,

Mikki McIntyre

☐ Unadopted ☐ Adopted

Madeleine Sloane, Board Clerk

Board of Trustees

Michelle Rutledge, *Board President* ~ Madeleine Sloane, *Trustee* ~ Jason Snell, *Trustee*

MINUTES

BUDGET WORKSHOP

Special Meeting of the Nicasio School District Board of Trustees

Thursday, October 4, 2018 5:00pm

Nicasio School Library, 5555 Nicasio Valley Road, California

1. **Call to Order** at 5:11pm
2. **Roll Call** In attendance: **Trustees Michelle Rutledge and Jason Snell** Late Arrival: **Trustee Madeleine Sloane** Also in attendance: **MCOE Assistant Superintendent Kate Lane, Interim Superintendent Jan La Torre-Derby, Ed.D., Principal Barbara Snekkevik, Chief Business Official Margie Bonardi and Office Manager/District Secretary Mikki McIntyre**
3. **Approval and Adoption of Agenda**
Action: **M/S: Snell/Rutledge** to approve and adopt Special meeting Agenda **Vote: 2/0** Ayes: Snell, Rutledge; Noes: None
4. **Public Comment**
There was no public comment.
5. **Budget Workshop**
The trustees, staff and community members discussed the Nicasio School District budget, potential future revenue, and multi-year projections. Topics of discussion included increased revenue, consideration of on-site pre-kindergarten, potential partnerships, District of Choice consideration in order to collect revenues for Interdistrict Transfer (IDT) students, and school configuration/restructuring of the middle school.

At the conclusion of the workshop, participants were congratulated by MCOE Assistant Superintendent Kate Lane for taking the important step of holding such discussions. It was agreed that the community needs to be informed about the District's finances and involved in the process of determining the future of the District. There was also consensus that much data gathering needs to take place prior to any decisions being made.
6. **Adjournment**
Action: **M/S: Sloane/Snell** to adjourn meeting at 6:50pm **Vote: 3/0** Ayes: Sloane, Snell; Noes: None

Respectfully submitted,

Mikki McIntyre

☐ Unadopted

☐ Adopted

Madeleine Sloane, Board Clerk

Nicasio School District

Agenda Item # 2

Since 1862

Board of Trustees

Michelle Rutledge, Board President ~ Madeleine Sloane, Trustee ~ Jason Snell, Trustee

AGENDA

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Thursday, November 8, 2018 5pm

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OPEN SESSION

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Nicasio School District

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MINUTES

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c. **School Safety Plan Update 2018**

Action: **M/S: Snell/Rutledge** to approve School Safety Plan Update 2018 **Vote: 2/0** Ayes: Snell, Rutledge; Noes: None

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Respectfully submitted,

Mikki McIntyre

☐ Unadopted ☐ Adopted

Madeleine Sloane, Board Clerk

Board of Trustees

Michelle Rutledge, Board President ~ Madeleine Sloane, Trustee ~ Jason Snell, Trustee

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6. **Adjournment**
Action: **M/S: Sloane/Snell** to adjourn meeting at 6:50pm **Vote: 3/0** Ayes: Sloane, Snell; Noes: None

Respectfully submitted,

Mikki McIntyre

☐ Unadopted

☐ Adopted

Madeleine Sloane, Board Clerk

Nicasio School District

Since 1862

Board of Trustees

Michelle Rutledge, *Board President* ~ Madeleine Sloane, *Trustee* ~ Jason Snell, *Trustee*

To: Nicasio School District Board of Trustees
From: Margie Bonardi, Chief Business Official
Date: November 8, 2018
Re: Consent: Approval of Warrants (LCAP Goals 1,2,3,4)

Objective: To approve monthly warrants

Background:

Warrants are processed monthly and reflect the expenditures for Nicasio School and District. October warrants include: employee payroll, district operations, safety, instructional materials, supplies, and state and county required expenditures.

Funding Source/Cost:

LCFF Funds/October 2018 Total for all batches: \$ 35,024.24
Batches 12, 13, 14, 15, 16, 17, 18

Recommendation:

Staff recommends approval of the Warrants.

APY250 L.00.05

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/03/2018

10/31/18 PAGE 1

DISTRICT: 031 NICASIO SCHOOL DISTRICT
BATCH: 0012 GF 09/28/18
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20211879	000568/	AT&T				
		PO-190002	1. 01-0000-0-5970.00-0000-2700-000-000-000	INV 000011921457		86.33
			WARRANT TOTAL			\$86.33
20211880	001440/	BILL PARDINI TRUCKING				
		PO-190142	1. 01-0000-0-5839.00-0000-8200-000-000-000	INV 45927		250.00
			WARRANT TOTAL			\$250.00
20211881	001441/	MAS				
		PO-190141	1. 01-0000-0-5300.00-0000-7100-000-000-000	2018-19 DUES		500.00
			WARRANT TOTAL			\$500.00
20211882	001180/	MICHELLE MCINTYRE				
		PV-190013	01-0000-0-4300.00-0000-8200-000-000-000	REIMB MM ANT BAIT		31.51
			WARRANT TOTAL			\$31.51
20211883	001323/	NORTH BAY TAXI				
		PO-190039	1. 01-6500-0-5840.00-5770-3600-000-707-000	AUG 2018 BILLING		1,120.00
			WARRANT TOTAL			\$1,120.00
20211884	000007/	OFFICE DEPOT				
		PO-190139	2. 01-0000-0-4300.00-0000-2700-000-000-000	203952954001		139.99
			2. 01-0000-0-4300.00-0000-2700-000-000-000	203955729001		25.38
			2. 01-0000-0-4300.00-0000-2700-000-000-000	203955728001		22.91
			1. 01-1100-0-4300.00-1110-1010-000-000-000	203952954001		154.43
			WARRANT TOTAL			\$342.71
20211885	000012/	P G & E				
		PO-190026	1. 01-0000-0-5510.00-0000-8200-000-000-000	4964672870-6		28.49
			WARRANT TOTAL			\$28.49
20211886	000141/	PEARSON EDUCATION INC				
		PO-190107	1. 01-6300-0-4200.00-1110-1010-000-000-000	INV 4025648417		14.00
			WARRANT TOTAL			\$14.00
20211887	001430/	SCHOOL SAFETY SOLUTION				
		PO-190131	1. 01-0000-0-4300.00-0000-8100-000-000-000	INV 08/28/18		323.74

APY250 L.00.05

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/03/2018

10/31/18 PAGE 2

DISTRICT: 031 NICASIO SCHOOL DISTRICT
BATCH: 0012 GF 09/28/18
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
WARRANT TOTAL						\$323.74
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	9	TOTAL AMOUNT OF CHECKS:	\$2,696.78*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	9	TOTAL AMOUNT:	\$2,696.78*
*** BATCH TOTALS ***			TOTAL NUMBER OF CHECKS:	9	TOTAL AMOUNT OF CHECKS:	\$2,696.78*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	9	TOTAL AMOUNT:	\$2,696.78*

APY250 L.00.05

Marin County Office of Education
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/03/2018

10/31/18 PAGE 3

DISTRICT: 031 NICASIO SCHOOL DISTRICT
 BATCH: 0013 GF PGE
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y	OBJT SO	GOAL FUNC LOC ACT GRP	DESCRIPTION
20211888	000012/	P G & E				
	PO-190026	1.	01-0000-0-5510.00-0000-8200-000-000-000		INV 8516765363-4	681.98
					WARRANT TOTAL	\$681.98
*** FUND	TOTALS ***					
			TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	\$681.98*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	1	TOTAL AMOUNT:	\$681.98*
*** BATCH TOTALS ***						
			TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	\$681.98*
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			TOTAL PAYMENTS:	1	TOTAL AMOUNT:	\$681.98*
*** DISTRICT TOTALS ***						
			TOTAL NUMBER OF CHECKS:	10	TOTAL AMOUNT OF CHECKS:	\$3,378.76*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	10	TOTAL AMOUNT:	\$3,378.76*

APY250 L.00.05

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/10/2018

10/31/18 PAGE 1

DISTRICT: 031 NICASIO SCHOOL DISTRICT
BATCH: 0014 GENERAL FUND 10/6/18
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20212679	000922/	AMERIGAS													
		PO-190001	1.	01-0000-0-5505.00-0000-8200-000-000-000									INV 3082979204		436.34
		WARRANT TOTAL													\$436.34
20212680	001399/	BACR													
		PO-190038	1.	01-6500-0-5840.00-5770-3120-000-000-000									INV 1909021		4,500.00
		WARRANT TOTAL													\$4,500.00
20212681	001086/	FIREMASTER													
		PO-190010	1.	01-0000-0-5620.00-0000-8100-000-000-000									INV 0000578310		439.00
		WARRANT TOTAL													\$439.00
20212682	001358/	MARIN COUNTY ASSESSOR-RECORDER													
		PV-190014		01-0000-0-5839.00-0000-7300-000-000-000									TAX ROLE DATA		112.00
		WARRANT TOTAL													\$112.00
20212683	000007/	OFFICE DEPOT													
		PV-190015		01-1100-0-4300.00-1110-1010-000-345-000									PO 190143 PENCIL SHARP		32.36
		WARRANT TOTAL													\$32.36
20212684	000750/	POSTMASTER													
		PO-190028	1.	01-0000-0-5960.00-0000-2700-000-000-000									PO Box # 711 Nicasio School		274.00
		WARRANT TOTAL													\$274.00
20212685	001204/	PROTECTION ONE ALARM MONITORIN													
		PO-190029	1.	01-0000-0-5620.00-0000-8300-000-000-000									124897861 10/01-10/31/18		93.45
		WARRANT TOTAL													\$93.45
20212686	000016/	SCHOLASTIC MAGAZINES													
		PO-190104	1.	01-1100-0-4300.00-1110-1010-000-678-000									M6505403		223.61
		WARRANT TOTAL													\$223.61
20212687	001260/	SILYCO													
		PO-190033	1.	01-0000-0-5840.00-1110-1010-000-000-000									INV SEP2018		700.00
		WARRANT TOTAL													\$700.00
20212688	000024/	STATE OF CALIFORNIA													
		PV-190016		01-0000-0-9515.00-0000-0000-000-000-000									3RD QT SUI		35.74

APY250 L.00.05

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/10/2018

10/31/18 PAGE 2

DISTRICT: 031 NICASIO SCHOOL DISTRICT
BATCH: 0014 GENERAL FUND 10/6/18
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		AMOUNT
-----						-----
WARRANT TOTAL						\$35.74
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	10	TOTAL AMOUNT OF CHECKS:	\$6,846.50*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	10	TOTAL AMOUNT:	\$6,846.50*
*** BATCH TOTALS ***			TOTAL NUMBER OF CHECKS:	10	TOTAL AMOUNT OF CHECKS:	\$6,846.50*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	10	TOTAL AMOUNT:	\$6,846.50*
*** DISTRICT TOTALS ***			TOTAL NUMBER OF CHECKS:	10	TOTAL AMOUNT OF CHECKS:	\$6,846.50*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	10	TOTAL AMOUNT:	\$6,846.50*

APY250 L.00.05

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/19/2018

10/31/18 PAGE 1

DISTRICT: 031 NICASIO SCHOOL DISTRICT
BATCH: 0015 GENERAL FUND 10/14/18
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION			
20213946	001416/	MARGIE BONARDI				
		PV-190020	01-0000-0-4300.00-0000-7300-000-000-000	REIMBURSE M BONARDI OFFICE SUP		83.20
			WARRANT TOTAL			\$83.20
20213947	001409/	EMERALD BEHAVIOR				
		PO-190145	1. 01-6500-0-5840.00-5770-3120-000-000-000	Inv 3325		1,692.75
			WARRANT TOTAL			\$1,692.75
20213948	000807/	JERRY & DON'S PUMP & WELL				
		PO-190012	1. 01-0000-0-5535.00-0000-8200-000-000-000	Inv 0131544-IN		994.49
			WARRANT TOTAL			\$994.49
20213949	000740/	LIBRARY WORLD INC				
		PO-190013	1. 01-5830-0-5840.00-1110-1010-000-000-000	Inv 2018-7965		439.00
			WARRANT TOTAL			\$439.00
20213950	001180/	MICHELLE MCINTYRE				
		PV-190017	01-0000-0-4300.00-0000-2700-000-000-000	REIMB M MCINTYRE SUPPLIES		13.12
			WARRANT TOTAL			\$13.12
20213951	001444/	ROBERT MECHFESSEL				
		PO-190144	1. 01-0000-0-4300.00-0000-8100-000-000-000	REIMB FOR REPAIR MATERIALS		76.94
			WARRANT TOTAL			\$76.94
20213952	000021/	RECOLOGY				
		PO-190030	1. 01-0000-0-5550.00-0000-8200-000-000-000	Acct 1811889740 9/1 to 9/30		250.40
			WARRANT TOTAL			\$250.40
20213953	001272/	RAUL SALDANA				
		PO-190031	1. 01-0000-0-5840.00-0000-8100-000-000-000	SEPT AND OCT 2018 PAYMENTS		800.00
			WARRANT TOTAL			\$800.00
20213954	001418/	BARBARA SNEKKEVIK				
		PV-190018	01-0000-0-4300.00-0000-2700-000-000-000	REIMB B SNEKKEVIK		12.67
			01-0000-0-4300.00-0000-8200-000-000-000	REIMB B SNEKKEVIK		60.29
			01-1100-0-4300.00-1110-1010-000-000-000	REIMB B SNEKKEVIK		63.57

APY250 L.00.05

Marin County Office of Education
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/19/2018

10/31/18 PAGE 2

DISTRICT: 031 NICASIO SCHOOL DISTRICT
 BATCH: 0015 GENERAL FUND 10/14/18
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
	PV-190019		01-1100-0-4300.00-1110-1010-000-000-000		REIMB B SNEKKEVIK PD ACTIVITY	58.91
			WARRANT TOTAL			\$195.44
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	9	TOTAL AMOUNT OF CHECKS:	\$4,545.34*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	9	TOTAL AMOUNT:	\$4,545.34*
*** BATCH TOTALS ***			TOTAL NUMBER OF CHECKS:	9	TOTAL AMOUNT OF CHECKS:	\$4,545.34*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	9	TOTAL AMOUNT:	\$4,545.34*
*** DISTRICT TOTALS ***			TOTAL NUMBER OF CHECKS:	9	TOTAL AMOUNT OF CHECKS:	\$4,545.34*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	9	TOTAL AMOUNT:	\$4,545.34*

APY250 L.00.05

Marin County Office of Education
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/24/2018

10/31/18 PAGE 1

DISTRICT: 031 NICASIO SCHOOL DISTRICT

BATCH: 0016 10/17/18 GF

FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20214275	000567/	NICASIO REVOLVING CASH				
		RC-190001	01-0000-0-5960.00-0000-2700-000-000-000	REIMB POSTAGE		108.70
		RC-190002	01-0000-0-5960.00-0000-2700-000-000-000	REPLENISH POSTGE		111.87
		WARRANT TOTAL				\$220.57
20214276	000007/	OFFICE DEPOT				
		PO-190121	1. 01-1100-0-4300.00-1110-1010-000-012-000	185130993001		158.08
		WARRANT TOTAL				\$158.08
*** FUND TOTALS ***		TOTAL NUMBER OF CHECKS:		2	TOTAL AMOUNT OF CHECKS:	\$378.65*
		TOTAL ACH GENERATED:		0	TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:		0	TOTAL AMOUNT OF EFT:	\$.00*
		TOTAL PAYMENTS:		2	TOTAL AMOUNT:	\$378.65*
*** BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:		2	TOTAL AMOUNT OF CHECKS:	\$378.65*
		TOTAL ACH GENERATED:		0	TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:		0	TOTAL AMOUNT OF EFT:	\$.00*
		TOTAL PAYMENTS:		2	TOTAL AMOUNT:	\$378.65*
*** DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:		2	TOTAL AMOUNT OF CHECKS:	\$378.65*
		TOTAL ACH GENERATED:		0	TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:		0	TOTAL AMOUNT OF EFT:	\$.00*
		TOTAL PAYMENTS:		2	TOTAL AMOUNT:	\$378.65*

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Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/31/2018

10/31/18 PAGE 1

DISTRICT: 031 NICASIO SCHOOL DISTRICT
BATCH: 0017 GF 10-31-18
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION			
20215000	000568/	AT&T				
		PO-190002 1. 01-0000-0-5970.00-0000-2700-000-000-000	000012060097			88.32
		WARRANT TOTAL				\$88.32
20215001	001419/	AYS ENGINEERING GROUP				
		PO-190004 1. 01-0000-0-5540.00-0000-8200-000-000-000	INV 5710			788.72
		WARRANT TOTAL				\$788.72
20215002	001049/	BLICK ART MATERIALS				
		PO-190146 2. 01-9320-0-4300.00-1451-1010-000-000-000	INV 296039			141.76
		1. 01-9320-0-4300.00-1451-1010-000-000-020	INV 296039			271.00
		WARRANT TOTAL				\$412.76
20215003	001409/	EMERALD BEHAVIOR				
		PO-190160 1. 01-6500-0-5840.00-5770-3120-000-000-000	INV 3354			1,720.50
		WARRANT TOTAL				\$1,720.50
20215004	001412/	FARMHOUSE TEACHING SERVICES				
		PO-190158 1. 01-1100-0-5840.00-1110-1010-000-000-000	NICASIO FIRST AID/CPR			650.00
		WARRANT TOTAL				\$650.00
20215005	001428/	HOME DEPOT CREDIT SERVICES				
		PO-190124 2. 01-0000-0-4300.00-0000-8200-000-000-000	9466330			784.67
		1. 01-0000-0-4410.00-0000-8100-000-000-000	6187551			2,461.61
		WARRANT TOTAL				\$3,246.28
20215006	001149/	MARIN COUNTY OFFICE OF ED				
		PV-190022 01-0000-0-9521.00-0000-0000-000-000-000	COBRA L ROGERS			1,049.26
		01-0000-0-9526.00-0000-0000-000-000-000	KAISER			2,073.03
		01-0000-0-9529.00-0000-0000-000-000-000	VISION			74.75
		WARRANT TOTAL				\$3,197.04
20215007	000276/	MARIN SCHOOLS INSURANCE				
		PV-190021 01-0000-0-9528.00-0000-0000-000-000-000	SEPT PREMIUM			510.75
		01-0000-0-9528.00-0000-0000-000-000-000	OCT PREMIUM			602.95

APY250 L.00.05

Marin County Office of Education
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/31/2018

10/31/18 PAGE 2

DISTRICT: 031 NICASIO SCHOOL DISTRICT
 BATCH: 0017 GF 10-31-18
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
WARRANT TOTAL						\$1,113.70
20215008	001323/	NORTH BAY TAXI				
		PO-190039	1. 01-6500-0-5840.00-5770-3600-000-707-000	SEPT 2018		2,660.00
WARRANT TOTAL						\$2,660.00
20215009	000007/	OFFICE DEPOT				
		PO-190148	1. 01-0000-0-4300.00-0000-2700-000-000-000	216301443001		25.69
			2. 01-1100-0-4300.00-1110-1010-000-000-000	216301443001		8.68
WARRANT TOTAL						\$34.37
20215010	000012/	P G & E				
		PO-190026	1. 01-0000-0-5510.00-0000-8200-000-000-000	4964672870-6		53.07
WARRANT TOTAL						\$53.07
20215011	001158/	PAUL DOLCINI SEWER SVC & PLUMB				
		PO-190156	1. 01-0000-0-5610.00-0000-8100-000-000-000	10900		871.03
WARRANT TOTAL						\$871.03
20215012	001303/	SWRCB ACCOUNTING OFFICE				
		PO-190005	1. 01-0000-0-5839.00-0000-8200-000-000-000	INV EW-1018488		176.00
WARRANT TOTAL						\$176.00
20215013	001004/	COLIN WILLIAMS				
		PV-190023	01-9315-0-5819.00-1110-1010-000-678-000	REIMB FIELD TRIP EXP		72.00
		PV-190024	01-1100-0-4300.00-1110-1010-000-678-000	GARDEN SUPPLIES REIMB		22.13
WARRANT TOTAL						\$94.13
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS: 14	TOTAL AMOUNT OF CHECKS:		\$15,105.92*
			TOTAL ACH GENERATED: 0	TOTAL AMOUNT OF ACH:		\$.00*
			TOTAL EFT GENERATED: 0	TOTAL AMOUNT OF EFT:		\$.00*
			TOTAL PAYMENTS: 14	TOTAL AMOUNT:		\$15,105.92*

APY250 L.00.05

Marin County Office of Education
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/31/2018

10/31/18 PAGE 3

DISTRICT: 031 NICASIO SCHOOL DISTRICT

BATCH: 0017 GF 10-31-18

FUND : 14 DEFERRED MAINTENANCE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20215014	001260/	SILYCO				
		PV-190025	14-0000-0-4447.00-0000-8100-000-000-000	TECHNOLOGY SUPPLIES/EQUIP		3,171.92
			WARRANT TOTAL			\$3,171.92
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	\$3,171.92*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	1	TOTAL AMOUNT:	\$3,171.92*
*** BATCH TOTALS ***			TOTAL NUMBER OF CHECKS:	15	TOTAL AMOUNT OF CHECKS:	\$18,277.84*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	15	TOTAL AMOUNT:	\$18,277.84*

Nicasio School District

Since 1862

Board of Trustees

Michelle Rutledge, *Board President* ~ Madeleine Sloane, *Trustee* ~ Jason Snell, *Trustee*

To: **Nicasio School District Board of Trustees**
From: **Jan La Torre-Derby, Ed.D., Interim Superintendent**
Date: **November 8, 2018**
Re: **Consent: Contract with Bay Area Community Resources (BACR) for Counseling (LCAP Goals 2, 3)**

Objective:

To approve the BACR Contract for the 2018-19 school year

Background:

BACR provides counseling services for Nicasio students. The contract calls for 8 hours per week of counseling for Nicasio students.

Funding Source/Cost:

LCAP funds/ \$9000

Recommendation:

Staff recommends approval of the BACR Contract for counseling services.

*Nonpublic, Nonsectarian
School/Agency Services*

Bay Area Community Resources

Master Contract

2018-19

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Contract Year: 2018-2019

Contract Number: _____

LEA: NICASIO SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Bay Area Community Resources

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1) MASTER CONTRACT

- a) This Master Contract is entered into this 1st day of July, between the Nicasio School District (hereinafter referred to as "LEA") and Bay Area Community Resources (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Program (hereinafter referred to as "IEP"), and/or Individual Family Service Plan (hereinafter referred to as IFSP)
- b) The Collaborative: The Bay Area Collaborative represents ten (10) SELPAs and Member NPA/S (see appendix A for a complete listing and contact information). Nonpublic schools and nonpublic agencies that are contracting with in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

- c) NPA/Ss that are not a member of the Bay Area Collaborative should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and remain unchanged for the following year from July 1 through June 30, with no changes provided without written approval by both parties.
- d) Any CONTRACTOR not participating as a member of the Bay Area SELPA Collaborative shall individually negotiate rates following local SELPA and/or LEA procedures. Those CONTRACTORs shall notify the SELPA with whom they contract of any proposed rate changes effective July 1 by March 1 of the preceding year.
- e) The Bay Area SELPA Collaborative Chair shall maintain, annually update and disseminate to all LEAs, NPS/As who are members of the Collaborative, a master rate schedule reflecting such NPS/A rates.
- f) Upon CONTRACTOR's acceptance of a student referred by the LEA, the LEA shall complete an Individual Services Agreement (hereinafter referred to as "ISA") as specified in the LEA Procedures which shall identify the provider of each service required by the student's IEP/IFSP). For purposes of enrollment, the LEA must provide approval before any authorization for payment can be made. Such authorization may be provided electronically, by telecommunications, by mail or by fax. Unless otherwise agreed in writing, or in the student's ISA, CONTRACTOR acknowledges its obligation to provide all services specified in the pupil's IEP/IFSP. The LEA acknowledges its responsibility to pay for all services rendered to LEA students by CONTRACTOR. The ISA shall be executed within ninety (90) days of an LEA student's enrollment. (Education Code Section 56366(c)(1)) LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. CONTRACTOR shall notify the LEA in writing in advance of providing any service(s) when CONTRACTOR is unable to meet the requirements of this Master Contract or of any Individual Services Agreement.
- g) Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2) DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a) The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b) The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

- c) The term "credential" means a valid credential, life diploma, permit, a county office of education Temporary County Certificate 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, 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.
 - i) 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.
- 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, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f) Parent means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with 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.
- i) It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

3) TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. If the subsequent Master Contract has not been executed prior to June 30, 2019, this Contract shall remain in force and effect until terminated as provided herein or a new Master Contract is executed.

4) CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, CONTRACTOR that operates a non-public school or agency 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.*).

- a) If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses

from the appropriate licensing agency in both California and in the state where the LCI is located.

- b) A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA 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. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall be null and void.
- c) Notwithstanding the foregoing, if current (re)certification documents are not available through no fault of the NPS/A, this Master Contract shall remain in effect until such documents are made available to the NPS/A, which shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A. The NPS/A shall, within five (5) business days of any change in the status of its approved capacity to serve a specific number of students notify the LEA of the change.

5) COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

- a) During the term of this Master Contract the CONTRACTOR and the LEA shall comply with all applicable federal and state laws and regulations relating to the provision of special education and related services, and facilities for individuals with exceptional needs.
- b) CONTRACTOR shall also comply with all policies pursuant to the Local Plan, 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.
- c) CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Master Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with LEA policies.
- d) The CONTRACTOR shall comply with those policies, relating to among other things, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA pupil enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

6) RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

CONTRACTOR and LEA acknowledge and understands that either party may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a) or action by the CDE against the LEA.

7) INTEGRATION / CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

- a) This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. Upon written request, LEA agrees to make all of its policies and procedures available to CONTRACTOR, either electronically or by hard copy. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement with respect to the terms set forth in this Master Contract. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.
- b) CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.
- c) 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. 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.

8) INDIVIDUAL SERVICES AGREEMENT

- a) This contract shall include an Individual Services Agreement (ISA) developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA student's enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A).
- b) ISAs are void upon termination or expiration of the Master Contract. In the event that this Master Contract expires or terminates, CONTRACTOR and the LEA shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students, until such time as a new Master Contract is executed.
- c) Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP/IFSP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP/IFSP subject to all procedural safeguards required by law, including notice to and participation by the CONTRACTOR in the IEP Team meeting.
- d) Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP/IFSP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

- e) If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the California Office of Administrative Hearings (hereinafter referred to as "OAH"), CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.
- f) Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the local SELPA office prior to appeal to the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366 (C) (2).

ADMINISTRATION OF CONTRACT

9) 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 mail deposited with the United States Postal Service 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 both:

Name Barbara Snekkivik

LEA Nicasio School District

Address P.O. Box 711

City Nicasio State CA Zip 94946

Phone (415) 662-2184

Notices to CONTRACTOR shall be addressed as indicated on signature page.

10) MAINTENANCE OF RECORDS

- a) 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); 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, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; 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 nonpublic school and/or agency certifications; by-laws 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 cancelled checks or facsimile thereof.

- b) CONTRACTOR shall maintain LEA electronic and physical student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests thereof (California Education Code Section 49064). Such log shall be maintained as required and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such logs need to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record (Education Code Section 49064). CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records to LEA within five (5) business days. These records shall include, but not be limited to, the LEA student's current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

11) SEVERABILITY CLAUSE

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

12) SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR's successors and assignees. Contractor shall notify the LEA within 30 days of any change of ownership or corporate control.

13) VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where the LEA is located.

14) MODIFICATIONS AND AMENDMENTS

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 LEA shall provide the 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.

15) TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

This Master Contract may be terminated with or without cause by either the CONTRACTOR or LEA. To terminate the Master Contract either party shall give twenty (20) calendar days prior written notice (California Education Code Section 56366(a)(4)). 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) calendar days prior written notice (refer to Section 7).

In the event of the closure of a non-public school or agency, the LEA will be given as much notice as is reasonably possible.

16) INSURANCE

- a) CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.
- b) Prior to final approval of this Master Contract, CONTRACTOR shall deliver to the LEA a certificate of insurance for each required policy with insurers and additional insured policy endorsements for the comprehensive general liability insurance and comprehensive automobile liability insurance. If at any time said policies of insurance lapse or become canceled, this MASTER CONTRACT shall become void. The acceptance by LEA of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR.
- c) Insurance coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - ii) Insurance Services Office form number CA 0001 (Ed. 1/2010) covering Automobile Liability, code 1 (any auto).
- iii) Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$2,000,000/\$2,000,000/\$2,000,000.
- d) CONTRACTOR shall maintain limits of insurance no less than:

	Agencies with 1-5 providers	Agencies with 6+ providers and non-public school	Residential
General Liability			
Per occurrence	\$1,000,000	\$2,000,000	\$3,000,000
Fire damage	\$500,000	\$500,000	\$500,000
Medical expenses	\$5,000	\$5,000	\$5,000
Personal and adv. Injury	\$1,000,000	\$1,000,000	\$1,000,000
General aggregate	\$1,000,000	\$2,000,000	\$6,000,000
Business Auto Liability combined single limit	\$2,000,000	\$2,000,000	\$2,000,000
Professional Liability/Errors and Omissions coverage not to exclude sexual molestation and abuse coverage unless that coverage is afforded elsewhere in the commercial general liability insurance			
Per Occurrence	\$1,000,000	\$1,000,000	\$3,000,000
General Aggregate	\$3,000,000	\$3,000,000	\$6,000,000
Workers Compensation and Employers Liability	\$2,000,000	\$2,000,000	\$2,000,000

- e) For all insurance coverage procured by CONTRACTOR, the following terms apply:
- i) Any deductibles or self-insured retentions above \$25,000 must be declared in writing to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - ii) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a) The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 - b) For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 - c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, re-duced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.
 - f) Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.
 - g) The CONTRACTOR shall furnish the LEA with original or photocopies of endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance shall reference the contract number, the name of school or agency submitting the contract number, the name of school or agency submitting the certificate, an indication if the school or agency is an NPS or NPA, and the location of the school or agency submitting the certificate.
 - h) If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

17) INDEMNIFICATION AND HOLD HARMLESS

- a) 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 caused, in whole or in part, by negligence, intentional act or willful misconduct of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR.
- b) 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 gross negligence or willful act of LEA, including, without limitation, its agents, employees, subcontracts or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR indemnities).
- c) LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district 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.

18) INDEPENDENT CONTRACTOR

This Master Contract is by and between two independent entities that have an independent contractual relationship. 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 Master Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the LEA and CONTRACTOR and any of their employees, agents, affiliates or other representatives, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

19) SUBCONTRACTING

- a) CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall enter into an initial subcontract only with a provider who is certified as a nonpublic school or nonpublic agency to delivery any of the instructional or related services contemplated under this Master Contract. The LEA and the CONTRACTOR shall maintain a copy of the written approval. CONTRACTOR shall provide all required clearances for its employees, including, but not limited to fingerprint requirements, and tuberculosis. When subcontracting with a nonpublic agency, CONTRACTOR shall not charge LEA a higher rate than its own approved collaborative rate.

- b) Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 16. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 16. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affective the coverage required by this Master Contract. All subcontractors must meet the requirements as contained in Section 46 Fingerprint Clearance Requirements and Section 47 Staff Qualifications of this Master Contract.

20) CONFLICTS OF INTEREST

- a) CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP/IFSP team meetings acting as a student's advocate.
- b) Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

21) NON-DISCRIMINATION

CONTRACTOR programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

22) FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

- a) LEA shall provide CONTRACTOR with a copy of the IEP/IFSP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. Unless otherwise agreed to by the CONTRACTOR and the LEA, CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP/IFSP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP/IFSP (California Education Code Section 56366.10(a)).
- b) Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for LEA pupils, as specified in the LEA student's IEP/IFSP and ISA. Supplies and equipment purchased and/or provided by the LEA remains the property of the LEA. Supplies and/or equipment provided by the CONTRACTOR remains the property of the CONTRACTOR, if CONTRACTOR is not specifically reimbursed by the LEA for that specific supply or equipment. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA pupil's IEP/IFSP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA pupil's enrollment under the terms of this Master Contract).
- c) Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA pupil's receipt of special education and/or related services as specified in the LEA student's IEP/IFSP and ISA.

23) GENERAL PROGRAM OF INSTRUCTION

- a) General Program
 - i) All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. No service will be provided by the CONTRACTOR outside of the CONTRACTOR's certification unless otherwise agreed to by the LEA.
 - ii) When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding required courses of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP/IFSP and ISA. The State Standards and coursework selected for each student shall be aligned with the student's IEP/IFSP to meet the individual student's needs.

- iii) LEA students shall have access to the following educational materials, services, and programs that are consistent with each student's individualized educational program: (a) For kindergarten and grades 1-8 inclusive, state adopted Common Core State Standards ("CCSS") for curriculum and instructional materials; and for grades 9-12 inclusive, standards-aligned, core curriculum and instructional materials used by any local educational agency that contracts with the non-public, non-sectarian school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling (California Education Code 56366.10). CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA within 5 days upon request.
- iv) When NPS CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by LEA students leading toward graduation or completion of diploma requirements. When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and provided as specified in the LEA student's IEP/IFSP and ISA. The nonpublic agency providing Behavior Intervention Development services shall review or develop a written plan that specifies the nature of its' nonpublic agency service for each LEA pupil within thirty (30) days of enrollment which shall be available upon request. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present at the IEP meeting held to review and approve the plan. CONTRACTOR shall provide to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a Board Certified Behavior Analyst, or an appropriately trained professional.
- v) Except for emergency situations requiring a change of location in order to continue the education of LEA students, 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/IFSP 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, or the prior written consent of a parent, guardian or adult caregiver during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

b) Transportation Services:

- i) In the event that transportation services for a student served by CONTRACTOR pursuant to an Individual Services Agreement are to be provided by a party other than CONTRACTOR or the LEA or its transportation providers, such services shall be reflected in a separate agreement signed by the parties hereto, and provided to the LEA and SELPA Director by the CONTRACTOR. Except as provided below, CONTRACTOR shall compensate the transportation provider directly for such services, and shall charge the LEA for such services at the actual and reasonable rates billed by the transportation provider, plus a ten percent (.10) administrative fee, unless a "flat rate" is provided in the transportation contract. In the event that the transportation provider notifies the LEA or SELPA Director that CONTRACTOR is more than 90 days behind in payment for transportation services, LEA shall have the right, in its sole and exclusive discretion, but not the obligation, to make payment for such services directly to the transportation provider, and to deduct such payments from any sums owed to CONTRACTOR pursuant to this Master Contract and any Individual Services Agreement between the parties. In the event that the LEA makes direct payment of the transportation provider's charges, it shall be entitled to withhold both the transportation charges themselves and such additional amount as shall be reasonably necessary to compensate the LEA for the staff and other costs incurred in making direct payment of those charges. The remedies provided to the LEA pursuant to this Paragraph shall not be exclusive. CONTRACTOR shall not include transportation through the use of services or equipment owned, leased or contracted through the LEA unless expressly provided in the Individual Services Agreement for the student transported.
- ii) When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA student unless the LEA and the CONTRACTOR agree otherwise in writing.

24) INSTRUCTIONAL MINUTES

- a) When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools, unless otherwise specified in the student's IEP/IFSP, and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP/IFSP.
- b) For NPS students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP/IFSP, the number of instructional minutes, excluding recess, lunch, and passing time, shall be at least the minimum as specified in Education Code Sections 46110-46147, and in no case will be less than the amount as specified in the IEP/IFSP. In addition, the total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP/IFSP.

- c) When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP/IFSP.

25) CLASS SIZE

- a) When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per fourteen (14) pupils. Each classroom with 2 or more students shall be assigned at least one paraprofessional. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to sixteen (16) pupils when necessary to provide services to pupils with disabilities. For any billing period where the class size has exceeded sixteen (16) students for five consecutive school days, the CONTRACTOR shall have a 10% decrease in its approved daily rate for those LEA students that exceeded sixteen (16), for those days (over five).
- b) In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of student by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.
- c) CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

26) CALENDARS

- a) When CONTRACTOR is a Non-Public School, the CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days for the regular school year, plus extended school year billable days as determined by the IEP/IFSP team ((34 CFR § Section 300.106); a minimum of 20 instructional days (excluding July 4th). Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP/IFSP for each student. CONTRACTOR shall adhere to the requirements for providing Extended School Year as outlined in Title 5, Article 4 of the California Code of Regulations. Unless otherwise specified by the students IEP/IFSP, educational services shall occur at the school site.
- b) When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA developed/approved calendar; CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar, or as specified in the LEA pupil's IEP/IFSP and ISA. Unless otherwise specified in the LEA student's IEP/IFSP and ISA,

CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil'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/IFSP and ISA.

27) DATA REPORTING

- a) CONTRACTOR shall agree to provide 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 contract and requested by and in the format require by the LEA. CONTRACTOR shall provide the LEA with invoices, attendance reports and progress reports for LEA students enrolled in CONTRACTOR's nonpublic school or nonpublic agency.
- b) The LEA shall provide the CONTRACTORS 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 CONTRACTORS-provided forms at their discretion.

28) LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

- a) CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") placement options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.
- b) CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP/IFSP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP/IFSP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and that may be necessary to enable students to transition to less restrictive settings. The District has the responsibility to determine the offer of FAPE in the Least Restrictive Environment.
- c) When an IEP/IFSP team has determined that an LEA student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommendations to support the transition.

29) STATEWIDE ACHIEVEMENT TESTING

- a) When CONTRACTOR is a nonpublic school, CONTRACTOR shall be available to administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and English Language Proficiency Assessment for California (ELPAC) or alternate assessment for ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. In the event the LEA requests that the NPS administer the assessments, NPS staff will be trained by a contracting LEA in the administration of all State-wide assessments in accordance with

the guidelines of Ed Code 56385. Verification of training will be maintained with CONTRACTOR.

- b) NPS CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested, as determined by the student's IEP, by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A). Test results shall be made available to the CONTRACTOR by the LEA, if the results are not sent to the CONTRACTOR by the test publisher or CDE.
- c) LEA shall provide NPS with the SSID for each LEA student. LEA shall cooperate with CONTRACTOR to accommodate CONTRACTOR's testing window. (Education Code Section 56366(a)(8)(B))

30) ATTENDANCE AT DISTRICT MANDATED MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s). After attending one meeting during the school year (including Extended School Year), upon request, a CONTRACTOR who is providing NPA services may request payment for services for attending any additional meetings mandated by the LEA. The request for payment will be at the CONTRACTOR'S agreed upon hourly rate.

31) POSITIVE BEHAVIOR INTERVENTIONS

- a) CONTRACTOR shall comply with the requirements of Education Code section 56521.5 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges 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 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. NPS site based staff and relevant NPA staff will be trained in positive behavior strategies prior to working with students.
- b) CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (BER).

- c) CONTRACTOR providing behavior support shall ensure that all of its relevant staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Other contracted agency personnel shall be trained as needed. This is not to be construed as in lieu of general positive behavior management training.
- d) Staff will not participate in restraint of students until trained in crisis prevention programs. Evidence of training in a SELPA approved crisis intervention program to staff working in a staffing ratio of 1:1 with students with severe behavioral needs shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire as referenced above. If the training is not able to be provided within 30 days, the non-public school or agency will notify the LEA to determine a plan to provide the training in a timely manner.
- e) Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (BIP), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary 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.
- f) CONTRACTOR shall complete a BER 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 BER 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 does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, 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.
- g) 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:
 - i) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock

- ii) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual.
 - iii) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
 - iv) 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.
 - v) 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.
 - vi) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
 - vii) An intervention that precludes adequate supervision of the individual.
 - viii) An intervention that deprives the individual of one or more of his or her senses.
- h) NPS/NPA staff shall not use prone restraint.
- i) 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.

32) STUDENT DISCIPLINE

- a) CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.
- b) When NPS CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP/IFSP meeting no later than the tenth (10th) day of suspension. LEA shall notify and invite CONTRACTOR representatives to the IEP/IFSP team meeting where the manifestation determination will be made.

33) IEP / IFSP TEAM MEETINGS

- a) Upon referral of an LEA student to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that student's IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to

decline enrollment of any student, unless ordered by the Office of Administrative Hearing (OAH) or a Court of Competent Jurisdiction. CONTRACTOR shall notify the LEA written notification of its intent to decline enrollment of the LEA student.

- b) An IEP/IFSP 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 LEA student continue to be best met at the nonpublic school; and (3) whether changes to the LEA student's IEP/IFSP are necessary, including whether the student may be transitioned to a public school setting. With parent and LEA concurrence, an IEP team may excuse a required IEP team member either from the entire meeting or after the member's report.
- c) Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP/IFSP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP/IFSP team meetings regarding LEA students for whom ISAs have been or may be executed. A CONTRACTOR who is providing NPA services may request payment for services for attending any meeting that occurs after the Annual Review of the IEP/IFSP. 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/IFSP, 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/IFSP team meetings at a time and place that is mutually convenient to parents, 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.
- d) Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP/IFSP. 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/IFSP 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 placement is deemed lawful and appropriate by LEA or OAH.

34) SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A student in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a student in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the student's second year of high school, the CONTRACTOR shall schedule the student in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

35) 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").

36) COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Pupil 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), if applicable. CONTRACTOR shall include verification of these procedures to the LEA upon request.

37) LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

- a) Unless LEA requests in writing that progress reports be provided on a monthly basis, progress reports shall be sent by CONTRACTOR to LEA and parents no later than October 30th, January 30th, April 30th, and July 30th or as otherwise specified on the IEP/IFSP or requested in writing by the LEA, with respect to LEA students enrolled in CONTRACTOR's educational program. An updated report shall be submitted if there is no current progress report when LEA student is scheduled for a review by the LEA's IEP/IFSP team or when an LEA student's enrollment is terminated. Payment of invoices may be held until progress reports are provided. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s).
- b) CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP/IFSP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP/IFSP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation, such as test protocols and data collection, shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. Additional formalized standardized assessments shall be at the determination of the IEP team and the

responsibility of the LEA unless otherwise agreed upon between LEA and CONTRACTOR. If Contractor is asked to provide formalized standardized assessment, such service will be paid at the rate stated in Section 62.

38) TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR, at the close of each semester or upon LEA student transfer, shall prepare transcripts for LEA students in grades nine through twelve inclusive, and submit them to the LEA student's district of residence, for evaluation of progress toward completion of diploma requirements, or if appropriate, a Certificate of Completion, as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

39) LEA STUDENT CHANGE OF RESIDENCE

- a) Within three (3) school days after CONTRACTOR or LEA becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA and/or the LEA shall notify CONTRACTOR of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of the parent's obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.
- b) If the LEA student's change of residence is to a residence outside of LEA's service boundaries or CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence. LEAs will adhere to requirements for students identified as homeless or foster youth under current education code.

40) WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call with written submission within three (3) days.

41) PARENT ACCESS

- a) CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.
- b) CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for

providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

- c) 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 NPS/NPA service provider.
- d) For services provided in a student's home as specified in the IEP, CONTRACTOR must ensure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

42) SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

- a) If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and shall follow the procedures of the campus at which services are being provided.
- b) CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

43) LICENSED CHILDREN'S INSTITUTION CONTRACTORS

- a) If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 2016 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), A LCI shall not require that a student be placed in its nonpublic school as a condition of being placed in its residential facility.
- b) If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment, and 2) the educational placement and services specified in each student's IEP/IFSP at the time of enrollment.

44) STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

45) MONITORING

- a) CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.
- b) If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).
- c) During the term of this Master Contract, CONTRACTOR shall participate in a District Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.
- d) CONTRACTOR shall participate in compliance reviews of LEA in accordance with requirements of CDE. CONTRACTOR will use all SELPA IEP forms. CONTRACTOR will adhere to all SELPA assurances and procedures required for compliance.
- e) 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.
- f) When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 56366(a)(9) and 33126 and state guidelines.

PERSONNEL

46) FINGERPRINT CLEARANCE REQUIREMENTS

- a) CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 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, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA 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 LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

- b) According to Education Code sections 44237 and 56366.1 CONTRACTOR shall verify that it has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency who may have contact with students.** Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the 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 State Superintendent evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence with their "Custodian of Records", 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 upon request to the State Superintendent.

47) STAFF QUALIFICATIONS

- a) CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 5 of the California Code of Regulations sections 3064 and 3065.
- b) Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified. NPA/NPS staff shall be required to hold credentials and licenses within the state where they are providing services regardless of where the agency is located.
- c) CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

- d) Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.

48) VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

- a) CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, 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 by CONTRACTOR. CONTRACTOR shall notify the CDE and the LEA in writing as specified in the LEA Procedures and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.
- b) CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide special education services to LEA students. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures. CONTRACTOR will be considered to be in breach of this contract for any service provided by an unqualified provider or one who has an expired credential. In such an event, the provider shall be paid at 70% of the agreed upon rate.

49) STAFF ABSENCE

- a) When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided. If a teacher is absent and a non-qualified substitute has been provided, CONTRACTOR will notify the LEA immediately. The LEA will determine how to address the denial of FAPE.
- b) When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section eight (8) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides a mutually agreed upon plan 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. Provider shall notify LEA immediately of the development of the plan for any missed services that include: 5 or more consecutive days of specialized academic instruction (SAI) or more than 2 weeks of missed related services. CONTRACTOR shall not “bank” or “carry over” make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA.

HEALTH AND SAFETY MANDATES

50) HEALTH AND SAFETY

- a) 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. regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student. CONTRACTOR will comply with the requirements of California Education Code section 35021 et seq., regarding preventing registered sex offenders from volunteering and to request fingerprinting clearance of volunteers.
- b) CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 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.

51) FACILITIES, FACILITIES MODIFICATIONS AND FIRE DRILLS

- a) Facilities: CONTRACTOR shall provide special education and/or related services to LEA pupils in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related to, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR’s facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.
- b) Fire Drills: When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills monthly for elementary and intermediate students and twice per school year for secondary students, as required by Title 5 California Code of Regulations, Section 550.

52) ADMINISTRATION OF MEDICATION

- a) CONTRACTOR shall comply with the requirements of Federal Regulations and California Education Code and the California Code of Regulations, when CONTRACTOR serves an LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with

the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR:

- i) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and
 - ii) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.
- b) CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.
- c) CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders or current student's Individual Health Care Plan. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53) INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall notify the LEA within 12 hours of learning of any significant accident or incident. CONTRACTOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified in LEA Procedures.

54) MANDATED REPORTING REQUIREMENTS

- a) CONTRACTOR hereby agrees to annually train all staff members, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and California Education Code 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 notice acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.
- b) CONTRACTOR agrees to provide annual training to all employees regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. CONTRACTOR agrees that its obligations to report incidents of abuse or neglect to the LEA are in addition to, and not in lieu of, CONTRACTOR's obligation to immediately report suspected abuse or neglect to the appropriate public authorities; a written report should be submitted within 36 hours (PC 11166(a)). CONTRACTOR shall maintain confidential records of any report of suspected child abuse and shall inform the LEA by facsimile or email within 24 hours (and followed up with U.S. mail) of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member.

- c) CONTRACTOR shall notify the LEA of general concerns regarding the health and safety of a student that may impact the student's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

55) SEXUAL HARASSMENT

CONTRACTOR shall maintain, and provide upon request, 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.

56) REPORTING OF MISSING CHILDREN

- a) CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA upon request.
- b) In the event a child elopes from an NPS or Residential Treatment Center and evades adult supervision, the LEA shall be notified immediately following contact to law enforcement.

FINANCIAL

57) ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

- a) CONTRACTOR shall ensure that the school or 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/IFSP for each and every student.
- b) CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP/IFSP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract.
- c) CONTRACTOR shall maintain registers for the basic education program and each related service. Original attendance forms 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 after the date of origination. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.
- d) CONTRACTOR shall submit accurate and timely invoices and related documents to LEA for payment, for each calendar month when education or related services were provided

to an LEA student. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days from the date a completely corrected re-billing invoice is received by LEA.

- e) If the LEA fails to comply with the provision of payment within 45 days of receipt of the request for payment of services, the CONTRACTOR may require the LEA to pay an additional amount of 1-1/2 percent of the unpaid balance per month until full payment is made (California Education Code 56366.6 (b)). Upon written notification of dispute, CONTRACTOR shall not apply additional charges to the disputed bill until the matter is resolved.

58) RIGHT TO WITHHOLD PAYMENT

- a) LEA may withhold payment to CONTRACTOR when:
 - i) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract
 - ii) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records
 - iii) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 57
 - iv) education and/or related services are provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified
 - v) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program
 - vi) CONTRACTOR fails to confirm a pupil's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation
 - vii) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA pupil.
- b) The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows:
 - i) the value of the service CONTRACTOR failed to perform
 - ii) the amount of overpayment
 - iii) the entire portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR

- iv) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified
 - v) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured
 - vi) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured
 - vii) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA pupil.
- c) If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of receipt of such invoice, 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.
- d) 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 shall invoke the following escalation policy.
- i) Persons involved after forty-one (41) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA Specialist, LEA's Administrator will become involved and shall attempt to resolve the dispute. The LEA Coordinator shall respond to the CONTRACTOR in writing within ten (10) business days.
 - ii) Persons involved after fifty-one (51) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA Administrator, the SELPA Director shall become involved. The SELPA Director shall respond to the CONTRACTOR in writing within ten (10) business days. This shall be the final LEA determination regarding the withholding of payment.
 - iii) Persons involved after sixty-one (61) business days: Dispute Resolution, as defined in the SELPA's Local Plan, shall be followed.
- e) If the dispute has not been resolved through the SELPA's Dispute Resolution process, the party claiming injury may seek legal or CDE redress, or may submit, if mutually agreed to

in writing by the parties, the matter to binding arbitration by an arbitrator or arbitration service agreed upon by the parties. Each party shall be responsible for their own fees for arbitration, if applicable. The parties agree that this Master Contract provision dealing with Master Contract disputes does not alter the parties' right to bring action in accordance with the applicable statute of limitations under state or federal law.

59) PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services covered by this Master Contract or the ISA to LEA pupils. 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 covered by this Master Contract or ISA to LEA pupils.

60) PAYMENT FOR STUDENT ABSENCES

- a) Two accounting/billing options are offered at the discretion of the LEA: "Excused Absence" or "Positive Attendance." In neither case will CONTRACTOR bill for any absences during Extended School Year (ESY).

- i) **Positive Attendance Method**

- a) A factor of 1.055 shall be applied to all approved rates when a Positive Attendance method is used. Actual days of attendance without exception shall be counted as a unit of service.

- ii) **Excused Absence Method**

- a) LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.
 - b) On the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 4th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 4th consecutive day of excused absence.
 - c) All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.
 - d) Only the individuals listed below may verify the reason for absence:
 - (1) School or public health nurse
 - (2) Physician
 - (3) Principal
 - (4) Teacher

- (5) School employee assigned to make such verification
 - (6) Student eighteen years of age or over
 - (7) Parent
- e) Any reasonable method which established the reason for the absence may be used:
 - (1) Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
 - (2) Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)
- f) Standards for excused absences are defined in the education code. Contractor is responsible for verification of excused absence in accordance with current requirements.
- b) The following shall apply in the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:
 - i) Pursuant to an application for a waiver by an LEA, the CONTRACTOR shall receive the daily rate for pupils who were in attendance prior to the emergency closure as though they were continuing in their regular attendance.
 - i) In the event a waiver is not approved, the CONTRACTOR shall be required to schedule a makeup day of service in accordance with the education code. The NPS will work collaboratively with LEAs and inform them of a date(s) on which the makeup day will occur.

61) NONPUBLIC AGENCY PUPIL ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence. A unit of service for payment purposes shall not be credited for an excused absence when CONTRACTOR is provided 24 hours advance verbal notification of the student's absence. A unit of service for payment purposes shall not be credited to CONTRACTOR for CONTRACTOR'S staff development days.

62) INSPECTION AND AUDIT

- a) 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 Master Contract.
- b) 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). CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.
- c) CONTRACTOR shall provide access to LEA to all records including, but not limited to:
 - i) student records as defined by California Education Code section 49061(b)
 - ii) registers and roll books of teachers
 - iii) daily service logs and notes or other documents used to record the provision of related services
 - iv) Medi-Cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors
 - v) absence verification records (parent/doctor notes, telephone logs, and related documents)
 - vi) bus rosters
 - vii) staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination
 - viii) staff time sheets; non-paid staff and volunteer sign-in sheets
 - ix) transportation and other related service subcontracts
 - x) school calendars
 - xi) bell/class schedules
 - xii) liability and worker's compensation insurance policies
 - xiii) state nonpublic school and/or agency certifications
 - xiv) marketing materials
 - xv) by-laws
 - xvi) lists of current board of directors/trustees, if incorporated; statements of income and expenses
 - xvii) general journals
 - xviii) cash receipts and disbursement books
 - xix) general ledgers and supporting documents

- xx) federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.
 - xxi) 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.
- d) CONTRACTOR shall make all records, or copies of records, available at either the office of the LEA or at the CONTRACTOR's offices (to be specified by LEA) at all times and without charge. All records shall be provided to LEA within ten (10) 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 may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld.
- e) If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that the CONTRACTOR or the LEA owes the other monies as a result of over billing, underpayment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. Unless otherwise agreed in writing, the party that owes money shall make such payment within thirty (30) days of receipt of the written notice demanding payment. In the event that a party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the dispute resolution section of this Master Contract.
- f) The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Section 62.

63. RATE SCHEDULE

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 percentage the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated below.

The CONTRACTOR: Bay Area Community Resources

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:1 Counseling services

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated on behalf of the LEAs, shall be as follows:

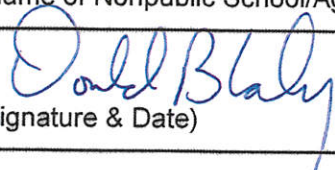
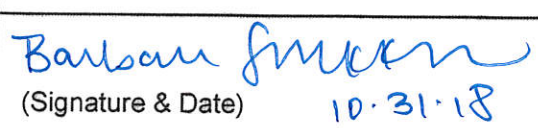
- a) Non-Bundled Education Program
- i) General Program Tuition Daily Rate: _____
 - ii) Related Services: Bundled Education Program
 - i) Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.
 - ii) Daily Rate: _____

[illegible]

APPROVALS

Total amount of contract not to exceed: \$ 9,000.00

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR	DISTRICT
Bay Area Community Resources (Name of Nonpublic School/Agency)	Nicasio School District (Name of LEA)
 10.31.18 (Signature & Date)	 10.31.18 (Signature & Date)
Don Blasky, BACR Director of Programs (Name & Title of Authorized Representative)	Barbara Snekkivik (Name & Title of Authorized Representative)
(Notices to Contractor shall be addressed to)	(Notices to LEA shall be addressed to)
171 Carlos Drive (Contractor Address)	P.O. Box 711 (LEA Address)
San Rafael, CA 94903 (Contractor City, State, Zip Code)	Nicasio CA 94946 (LEA City, State, Zip Code)
Phone: (415) 755-2311 Fax: (415) 755-2211 Email: dblasky@bacr.org Website: www.bacr.org	Phone: (415) 662-2184 Fax: Email: bsnekkivik@nicasioschool.org Website:

Nicasio School District

Since 1862

Board of Trustees

Michelle Rutledge, *Board President* ~ Madeleine Sloane, *Trustee* ~ Jason Snell, *Trustee*

To: **Nicasio School District Board of Trustees**
From: **Jan La Torre-Derby, Ed.D., Interim Superintendent**
Date: **November 8, 2018**
Re: **Consent: Contract with Dragonfly Services (LCAP Goals 2, 3, 4)**

Objective:

To approve the Dragonfly contract to support occupational therapy

Background:

Dragonfly provides direct student occupational therapy for students as identified through an Individual Education Plan. The contract is determine based on identified student needs.

Funding Source/Cost:

LCAP funds/ Not to exceed \$4,417.50

Recommendation:

Staff recommends approval of the Dragonfly Contract for occupational therapy services

*Nonpublic, Nonsectarian
School/Agency Services*

Dragonfly Therapeutics

Master Contract

2018-19

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- c) NPA/Ss that are not a member of the Bay Area Collaborative should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and remain unchanged for the following year from July 1 through June 30, with no changes provided without written approval by both parties.
- d) Any CONTRACTOR not participating as a member of the Bay Area SELPA Collaborative shall individually negotiate rates following local SELPA and/or LEA procedures. Those CONTRACTORS shall notify the SELPA with whom they contract of any proposed rate changes effective July 1 by March 1 of the preceding year.
- e) The Bay Area SELPA Collaborative Chair shall maintain, annually update and disseminate to all LEAs, NPS/As who are members of the Collaborative, a master rate schedule reflecting such NPS/A rates.
- f) Upon CONTRACTOR's acceptance of a student referred by the LEA, the LEA shall complete an Individual Services Agreement (hereinafter referred to as "ISA") as specified in the LEA Procedures which shall identify the provider of each service required by the student's IEP/IFSP. For purposes of enrollment, the LEA must provide approval before any authorization for payment can be made. Such authorization may be provided electronically, by telecommunications, by mail or by fax. Unless otherwise agreed in writing, or in the student's ISA, CONTRACTOR acknowledges its obligation to provide all services specified in the pupil's IEP/IFSP. The LEA acknowledges its responsibility to pay for all services rendered to LEA students by CONTRACTOR. The ISA shall be executed within ninety (90) days of an LEA student's enrollment. (Education Code Section 56366(c)(1)) LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. CONTRACTOR shall notify the LEA in writing in advance of providing any service(s) when CONTRACTOR is unable to meet the requirements of this Master Contract or of any Individual Services Agreement.
- g) Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2) DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a) The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b) The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

- 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.
- i) It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

3) TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. If the subsequent Master Contract has not been executed prior to June 30, 2019, this Contract shall remain in force and effect until terminated as provided herein or a new Master Contract is executed.

4) CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, CONTRACTOR that operates a non-public school or agency 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.*).

- a) If CONTRACTOR is a licensed children's institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses

7) INTEGRATION / CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

- a) This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. Upon written request, LEA agrees to make all of its policies and procedures available to CONTRACTOR, either electronically or by hard copy. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement with respect to the terms set forth in this Master Contract. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.
- b) CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.
- c) 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. 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.

8) INDIVIDUAL SERVICES AGREEMENT

- a) This contract shall include an Individual Services Agreement (ISA) developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA student's enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A).
- b) ISAs are void upon termination or expiration of the Master Contract. In the event that this Master Contract expires or terminates, CONTRACTOR and the LEA shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students, until such time as a new Master Contract is executed.
- c) Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP/IFSP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP/IFSP subject to all procedural safeguards required by law, including notice to and participation by the CONTRACTOR in the IEP Team meeting.
- d) Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP/IFSP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws 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 cancelled checks or facsimile thereof.

- b) CONTRACTOR shall maintain LEA electronic and physical student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests thereof (California Education Code Section 49064). Such log shall be maintained as required and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such logs need to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record (Education Code Section 49064). CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records to LEA within five (5) business days. These records shall include, but not be limited to, the LEA student's current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

11) SEVERABILITY CLAUSE

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

12) SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR's successors and assignees. Contractor shall notify the LEA within 30 days of any change of ownership or corporate control.

	Agencies with 1-5 providers	Agencies with 6+ providers and non-public school	Residential
General Liability			
Per occurrence	\$1,000,000	\$2,000,000	\$3,000,000
Fire damage	\$500,000	\$500,000	\$500,000
Medical expenses	\$5,000	\$5,000	\$5,000
Personal and adv. Injury	\$1,000,000	\$1,000,000	\$1,000,000
General aggregate	\$1,000,000	\$2,000,000	\$6,000,000
Business Auto Liability combined single limit	\$2,000,000	\$2,000,000	\$2,000,000
Professional Liability/Errors and Omissions coverage not to exclude sexual molestation and abuse coverage unless that coverage is afforded elsewhere in the commercial general liability insurance			
Per Occurrence	\$1,000,000	\$1,000,000	\$3,000,000
General Aggregate	\$3,000,000	\$3,000,000	\$6,000,000
Workers Compensation and Employers Liability	\$2,000,000	\$2,000,000	\$2,000,000

17) INDEMNIFICATION AND HOLD HARMLESS

- a) 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 caused, in whole or in part, by negligence, intentional act or willful misconduct of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR.
- b) 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 gross negligence or willful act of LEA, including, without limitation, its agents, employees, subcontracts or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR indemnities).
- c) LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district 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.

18) INDEPENDENT CONTRACTOR

This Master Contract is by and between two independent entities that have an independent contractual relationship. 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 Master Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the LEA and CONTRACTOR and any of their employees, agents, affiliates or other representatives, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

19) SUBCONTRACTING

- a) CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall enter into an initial subcontract only with a provider who is certified as a nonpublic school or nonpublic agency to delivery any of the instructional or related services contemplated under this Master Contract. The LEA and the CONTRACTOR shall maintain a copy of the written approval. CONTRACTOR shall provide all required clearances for its employees, including, but not limited to fingerprint requirements, and tuberculosis. When subcontracting with a nonpublic agency, CONTRACTOR shall not charge LEA a higher rate than its own approved collaborative rate.

EDUCATIONAL PROGRAM

22) FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

- a) LEA shall provide CONTRACTOR with a copy of the IEP/IFSP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. Unless otherwise agreed to by the CONTRACTOR and the LEA, CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP/IFSP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP/IFSP (California Education Code Section 56366.10(a)).
- b) Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for LEA pupils, as specified in the LEA student's IEP/IFSP and ISA. Supplies and equipment purchased and/or provided by the LEA remains the property of the LEA. Supplies and/or equipment provided by the CONTRACTOR remains the property of the CONTRACTOR, if CONTRACTOR is not specifically reimbursed by the LEA for that specific supply or equipment. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA pupil's IEP/IFSP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA pupil's enrollment under the terms of this Master Contract).
- c) Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA pupil's receipt of special education and/or related services as specified in the LEA student's IEP/IFSP and ISA.

23) GENERAL PROGRAM OF INSTRUCTION

- a) General Program
 - i) All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. No service will be provided by the CONTRACTOR outside of the CONTRACTOR's certification unless otherwise agreed to by the LEA.
 - ii) When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding required courses of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP/IFSP and ISA. The State Standards and coursework selected for each student shall be aligned with the student's IEP/IFSP to meet the individual student's needs.

b) Transportation Services:

- i) In the event that transportation services for a student served by CONTRACTOR pursuant to an Individual Services Agreement are to be provided by a party other than CONTRACTOR or the LEA or its transportation providers, such services shall be reflected in a separate agreement signed by the parties hereto, and provided to the LEA and SELPA Director by the CONTRACTOR. Except as provided below, CONTRACTOR shall compensate the transportation provider directly for such services, and shall charge the LEA for such services at the actual and reasonable rates billed by the transportation provider, plus a ten percent (.10) administrative fee, unless a "flat rate" is provided in the transportation contract. In the event that the transportation provider notifies the LEA or SELPA Director that CONTRACTOR is more than 90 days behind in payment for transportation services, LEA shall have the right, in its sole and exclusive discretion, but not the obligation, to make payment for such services directly to the transportation provider, and to deduct such payments from any sums owed to CONTRACTOR pursuant to this Master Contract and any Individual Services Agreement between the parties. In the event that the LEA makes direct payment of the transportation provider's charges, it shall be entitled to withhold both the transportation charges themselves and such additional amount as shall be reasonably necessary to compensate the LEA for the staff and other costs incurred in making direct payment of those charges. The remedies provided to the LEA pursuant to this Paragraph shall not be exclusive. CONTRACTOR shall not include transportation through the use of services or equipment owned, leased or contracted through the LEA unless expressly provided in the Individual Services Agreement for the student transported.
- ii) When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA student unless the LEA and the CONTRACTOR agree otherwise in writing.

24) INSTRUCTIONAL MINUTES

- a) When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools, unless otherwise specified in the student's IEP/IFSP, and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP/IFSP.
- b) For NPS students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP/IFSP, the number of instructional minutes, excluding recess, lunch, and passing time, shall be at least the minimum as specified in Education Code Sections 46110-46147, and in no case will be less than the amount as specified in the IEP/IFSP. In addition, the total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP/IFSP.

CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil'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/IFSP and ISA.

27) DATA REPORTING

- a) CONTRACTOR shall agree to provide 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 contract and requested by and in the format require by the LEA. CONTRACTOR shall provide the LEA with invoices, attendance reports and progress reports for LEA students enrolled in CONTRACTOR's nonpublic school or nonpublic agency.
- b) The LEA shall provide the CONTRACTORS 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 CONTRACTORS-provided forms at their discretion.

28) LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

- a) CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") placement options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.
- b) CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP/IFSP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP/IFSP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and that may be necessary to enable students to transition to less restrictive settings. The District has the responsibility to determine the offer of FAPE in the Least Restrictive Environment.
- c) When an IEP/IFSP team has determined that an LEA student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommendations to support the transition.

29) STATEWIDE ACHIEVEMENT TESTING

- a) When CONTRACTOR is a nonpublic school, CONTRACTOR shall be available to administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and English Language Proficiency Assessment for California (ELPAC) or alternate assessment for ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. In the event the LEA requests that the NPS administer the assessments, NPS staff will be trained by a contracting LEA in the administration of all State-wide assessments in accordance with

- c) CONTRACTOR providing behavior support shall ensure that all of its relevant staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Other contracted agency personnel shall be trained as needed. This is not to be construed as in lieu of general positive behavior management training.
- d) Staff will not participate in restraint of students until trained in crisis prevention programs. Evidence of training in a SELPA approved crisis intervention program to staff working in a staffing ratio of 1:1 with students with severe behavioral needs shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire as referenced above. If the training is not able to be provided within 30 days, the non-public school or agency will notify the LEA to determine a plan to provide the training in a timely manner.
- e) Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (BIP), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary 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.
- f) CONTRACTOR shall complete a BER 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 BER 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 does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, 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.
- g) 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:
 - i) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock

decline enrollment of any student, unless ordered by the Office of Administrative Hearing (OAH) or a Court of Competent Jurisdiction. CONTRACTOR shall notify the LEA written notification of its intent to decline enrollment of the LEA student.

- b) An IEP/IFSP 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 LEA student continue to be best met at the nonpublic school; and (3) whether changes to the LEA student's IEP/IFSP are necessary, including whether the student may be transitioned to a public school setting. With parent and LEA concurrence, an IEP team may excuse a required IEP team member either from the entire meeting or after the member's report.
- c) Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP/IFSP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP/IFSP team meetings regarding LEA students for whom ISAs have been or may be executed. A CONTRACTOR who is providing NPA services may request payment for services for attending any meeting that occurs after the Annual Review of the IEP/IFSP. 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/IFSP, 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/IFSP team meetings at a time and place that is mutually convenient to parents, 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.
- d) Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP/IFSP. 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/IFSP 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 placement is deemed lawful and appropriate by LEA or OAH.

34) SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A student in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a student in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the student's second year of high school, the CONTRACTOR shall schedule the student in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

responsibility of the LEA unless otherwise agreed upon between LEA and CONTRACTOR. If Contractor is asked to provide formalized standardized assessment, such service will be paid at the rate stated in Section 62.

38) TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR, at the close of each semester or upon LEA student transfer, shall prepare transcripts for LEA students in grades nine through twelve inclusive, and submit them to the LEA student's district of residence, for evaluation of progress toward completion of diploma requirements, or if appropriate, a Certificate of Completion, as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

39) LEA STUDENT CHANGE OF RESIDENCE

- a) Within three (3) school days after CONTRACTOR or LEA becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA and/or the LEA shall notify CONTRACTOR of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of the parent's obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.
- b) If the LEA student's change of residence is to a residence outside of LEA's service boundaries or CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence. LEAs will adhere to requirements for students identified as homeless or foster youth under current education code.

40) WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call with written submission within three (3) days.

41) PARENT ACCESS

- a) CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.
- b) CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for

45) MONITORING

- a) CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.
- b) If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).
- c) During the term of this Master Contract, CONTRACTOR shall participate in a District Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.
- d) CONTRACTOR shall participate in compliance reviews of LEA in accordance with requirements of CDE. CONTRACTOR will use all SELPA IEP forms. CONTRACTOR will adhere to all SELPA assurances and procedures required for compliance.
- e) 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.
- f) When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 56366(a)(9) and 33126 and state guidelines.

PERSONNEL

46) FINGERPRINT CLEARANCE REQUIREMENTS

- a) CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 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, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA 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

- d) Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.

48) VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

- a) CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, 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 by CONTRACTOR. CONTRACTOR shall notify the CDE and the LEA in writing as specified in the LEA Procedures and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.
- b) CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide special education services to LEA students. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures. CONTRACTOR will be considered to be in breach of this contract for any service provided by an unqualified provider or one who has an expired credential. In such an event, the provider shall be paid at 70% of the agreed upon rate.

49) STAFF ABSENCE

- a) When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided. If a teacher is absent and a non-qualified substitute has been provided, CONTRACTOR will notify the LEA immediately. The LEA will determine how to address the denial of FAPE.
- b) When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section eight (8) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides a mutually agreed upon plan evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date

the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR:

- i) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and
 - ii) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.
- b) CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.
- c) CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders or current student's Individual Health Care Plan. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53) INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall notify the LEA within 12 hours of learning of any significant accident or incident. CONTRACTOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified in LEA Procedures.

54) MANDATED REPORTING REQUIREMENTS

- a) CONTRACTOR hereby agrees to annually train all staff members, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and California Education Code 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 notice acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.
- b) CONTRACTOR agrees to provide annual training to all employees regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. CONTRACTOR agrees that its obligations to report incidents of abuse or neglect to the LEA are in addition to, and not in lieu of, CONTRACTOR's obligation to immediately report suspected abuse or neglect to the appropriate public authorities; a written report should be submitted within 36 hours (PC 11166(a)). CONTRACTOR shall maintain confidential records of any report of suspected child abuse and shall inform the LEA by facsimile or email within 24 hours (and followed up with U.S. mail) of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member.

to an LEA student. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days from the date a completely corrected re-billing invoice is received by LEA.

- e) If the LEA fails to comply with the provision of payment within 45 days of receipt of the request for payment of services, the CONTRACTOR may require the LEA to pay an additional amount of 1-1/2 percent of the unpaid balance per month until full payment is made (California Education Code 56366.6 (b)). Upon written notification of dispute, CONTRACTOR shall not apply additional charges to the disputed bill until the matter is resolved.

58) RIGHT TO WITHHOLD PAYMENT

- a) LEA may withhold payment to CONTRACTOR when:
 - i) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract
 - ii) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records
 - iii) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 57
 - iv) education and/or related services are provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified
 - v) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program
 - vi) CONTRACTOR fails to confirm a pupil's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation
 - vii) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA pupil.
- b) The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows:
 - i) the value of the service CONTRACTOR failed to perform
 - ii) the amount of overpayment
 - iii) the entire portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR

in writing by the parties, the matter to binding arbitration by an arbitrator or arbitration service agreed upon by the parties. Each party shall be responsible for their own fees for arbitration, if applicable. The parties agree that this Master Contract provision dealing with Master Contract disputes does not alter the parties' right to bring action in accordance with the applicable statute of limitations under state or federal law.

59) PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services covered by this Master Contract or the ISA to LEA pupils. 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 covered by this Master Contract or ISA to LEA pupils.

60) PAYMENT FOR STUDENT ABSENCES

- a) Two accounting/billing options are offered at the discretion of the LEA: "Excused Absence" or "Positive Attendance." In neither case will CONTRACTOR bill for any absences during Extended School Year (ESY).

- i) **Positive Attendance Method**

- a) A factor of 1.055 shall be applied to all approved rates when a Positive Attendance method is used. Actual days of attendance without exception shall be counted as a unit of service.

- ii) **Excused Absence Method**

- a) LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.
 - b) On the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 4th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 4th consecutive day of excused absence.
 - c) All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.
 - d) Only the individuals listed below may verify the reason for absence:
 - (1) School or public health nurse
 - (2) Physician
 - (3) Principal
 - (4) Teacher

62) INSPECTION AND AUDIT

- a) 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 Master Contract.
- b) 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). CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.
- c) CONTRACTOR shall provide access to LEA to all records including, but not limited to:
 - i) student records as defined by California Education Code section 49061(b)
 - ii) registers and roll books of teachers
 - iii) daily service logs and notes or other documents used to record the provision of related services
 - iv) Medi-Cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors
 - v) absence verification records (parent/doctor notes, telephone logs, and related documents)
 - vi) bus rosters
 - vii) staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination
 - viii) staff time sheets; non-paid staff and volunteer sign-in sheets
 - ix) transportation and other related service subcontracts
 - x) school calendars
 - xi) bell/class schedules
 - xii) liability and worker's compensation insurance policies
 - xiii) state nonpublic school and/or agency certifications
 - xiv) marketing materials
 - xv) by-laws
 - xvi) lists of current board of directors/trustees, if incorporated; statements of income and expenses
 - xvii) general journals
 - xviii) cash receipts and disbursement books
 - xix) general ledgers and supporting documents

63. RATE SCHEDULE

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 percentage the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated below.

The CONTRACTOR: Dragonfly Therapeutics

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated on behalf of the LEAs, shall be as follows:

a) Non-Bundled Education Program

i) General Program Tuition Daily Rate: _____

ii) Related Services: Bundled Education Program

i) Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.

ii) Daily Rate: _____

SERVICE CASEMIS CODE	RATE	PERIOD
450-Occupational Therapy - Individual	\$ 95.00	Hourly

Nicasio School District

Since 1862

Board of Trustees

Michelle Rutledge, *Board President* ~ Madeleine Sloane, *Trustee* ~ Jason Snell, *Trustee*

To: Nicasio School District Board of Trustees
From: Barbara Snekkevik, Principal
Date: November 8, 2018
Re: Discussion: California Department of Education (CDE) Dashboard Annual Update (LCAP Goals 1,2,3,6,7)

Objective: To provide Trustees information regarding the required CDE Dashboard Annual Updates

Background:

The CDE requires an annual review regarding compliance with state guidelines and adherence to the LCAP Plan submitted by every district in California. Additionally, a three year evaluation of the LCAP accomplishments will be required in June 2019. Annual updates must address accomplishments of intended goals for priorities 1,2,3, 6,and 7.

Priority 1-Personnel Practices/Compliance on Assignments based on credentialing

Priority 2-Instructinal Practices

Priority 3-Parent Engagement

Priority 4 & 5-not required for update until the three year evaluation in 2019

Priority 6-Climate

Priority 7-Broad Course of Study-Enrichment: VPA, Spanish, PE

Districts are required to review the updates with Trustees annually.

Funding Source/Cost:

LCAP Funds as allocated in the Trustee approved Plan of June 2018

Recommendation:

Staff recommends Trustee discussion regarding the updates and accomplishments.

Nicasio School Dashboard Reporting, Fall 2017





<https://www.caschooldashboard.org>

Equity Report

Nicasio - Marin County

Enrollment: 43 Socioeconomically Disadvantaged: 18.6% English Learners: 16.3% Foster Youth: 0% Dashboard Release: **Fall 2017**
 Grade Span: K-8 Charter School: No

The Equity Report shows the performance levels for all students on the state indicators. It also shows the total number of student groups that received a performance level for each indicator and how many of those student groups are in the two lowest performance levels (Red/Orange). The total number of student groups may vary due to the number of grade levels included within each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Students Performance	Total Student Groups	Student Groups in Red/Orange
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		0	0
English Learner Progress (1-12)		N/A	N/A
English Language Arts (3-8)		0	0
Mathematics (3-8)		0	0

Select any of the underlined local indicators to see the local data for those with a met rating.

Local Indicators	Ratings
Basics (Teachers, Instructional Materials, Facilities)	Met
Implementation of Academic Standards	Met
Parent Engagement	Met
Local Climate Survey	Met

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Fall 2018 Dashboard Update of Local Priorities



Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (Priority 1)

Standard: Local educational agency annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; and provides information annually on progress meeting this standard to its local governing board and to stakeholders and the public through the evaluation rubrics.

Number/percentage of misassignments of teachers of English learners, total teacher misassignments, and vacant teacher positions: 0

Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: 0

Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies): 0



Self-Reflection Tool for Implementation of State Academic Standards (Priority 2)

Standard: Local educational agency annually measures its progress implementing state academic standards and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

Newly adopted English Language Arts curriculum (aligned with the English Language Development Framework) is implemented in grades TK-5 with opportunities for professional learning. English Language Arts curriculum (aligned with the English Language Development Framework) is being piloted in grades 6-8. Math curriculum is in full implementation. Staff participated in opportunities for professional learning for NGSS and History-Social Science standards during the 2017-18 school year and we are beginning to develop and utilize instructional materials. Staff is exploring and researching state-adopted curriculum in these areas for future formal district adoption. Staff engages in weekly collaborative time to support

staff in identifying areas where they can improve practice. Professional development opportunities are also provided through the county office of education. We currently are in the research phase of Career Technical Education.



Self-Reflection Tool for Parent Engagement (Priority 3)

Standard: Local educational agency annually measures its progress in: (1) seeking input from parents in decision making; and (2) promoting parental participation in programs, and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

The local educational agency administered a local survey to parents/guardians in at least one grade within each grade span that the local educational agency serves (e.g., K–5, 6–8, 9–12), and was asked to summarize the following:

1. The key findings from the survey related to seeking input from parents/guardians in school and district decision making;
2. The key findings from the survey related to promoting parental participation in programs; and
3. Why the local educational agency chose the selected survey and whether the findings relate to the goals established for other Local Control Funding Formula priorities in the Local Control and Accountability Plan.

1. In February 2018, a total of 40 parents participated in the annual parent survey (from our 28 families total). Of this year's 40 participants, 11 (28%) were from Spanish-speaking households, which is a close representation of the overall percentage of Spanish-speaking households school-wide (39%). 92% of parents agree that communication between the school office and home is sufficient. 89% agree that email is an effective way to communicate between home and school. 78% agree the online Parent Portal is an effective way to communicate weekly school news. 83% of parents consider communication between teachers and parents sufficient. Communication from school-related organizations are viewed as sufficient as follows: Parent Club (82%), Nicasio School Foundation (71%), and School Board (47%).

2. At the start of each school year, the administrative team collaborates with the Parent Club and Nicasio School Foundation to include a questionnaire in Back-to-School Packets to survey parents about their preferred method of communication, either by email notification and weekly online communications from the school via the Parent Portal or with hard copies sent home every week. This questionnaire also includes volunteer interests and availability to participate as members of the Parent Club and Nicasio School Foundation.

3. The parent survey and questionnaire relate directly to Goal 4 of our 2018-19 LCAP which states, "Ensure all parents are active participants in the school community." Our complete LCAP can be found at: <http://nicasioschool.org/index.php/home/2016-09-08-18-52-45/lcap>

School Climate (Priority 6)

Standard: Local educational agency administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the local educational agency serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

Due to our small student population, the California Healthy Kids Survey would not provide significant results. However, each spring a student survey is administered in grades 5-8 to provide a measure of perceptions of school safety and connectedness. Results from the annual school survey (February 2018) indicate that students in grades 5-8 have a positive perception of both classroom and school climate. The classroom climate is rated as positive by 100% of the students. The school climate is rated as positive by 96% of students ("you enjoy coming to school") and safe by 100% of students ("you feel safe at school"). 87% of students responded having a positive relationship with teachers and staff ("you feel comfortable approaching teachers and staff with questions, problems, and concerns.")

Access to a Broad Course of Study (Priority 7)

Standard: Local educational agencies (LEAs) annually measure their progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs, and report the results to their local governing board at regularly scheduled meetings of the local governing board and to stakeholders and the public through the Dashboard.

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

Nicasio School District uses the Master Schedule to track access and enrollment in a broad course of study for all students. In addition, special education staff provides updated schedules throughout the school year to measure and track access to a broad course of student for students with disabilities.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify

any differences across school sites and student groups in access to, and enrollment in, a broad course of study. LEAs may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

All students in grades TK-8 are enrolled in broad courses of study as evidenced by the Master schedule and have access to standards-aligned textbooks, materials and assessments. Courses include English-Language Arts, Math, Science, History-Social Science, PE, Art and Spanish. Students are taught in multi-age classrooms with the following grade spans: TK-2, 3-5, 6-8. Students designated as English Learners (EL) are enrolled in the general education classroom with their peers. In addition, EL students receive designated English language support during a Learning Center course twice per week (grades TK-2) or three times per week (grades 3-8). Students with special needs receive support from special education staff as designated in their Individualized Education Plan (IEP) at a time determined by the IEP team.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.

The Master Schedule is adjusted regularly to meet student needs in accessing a broad course of study. Due to the size of the school and resources available, some students may receive identified supports at various times of the day.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?

Nicasio School District will work collaboratively with all stakeholders to investigate alternate methods and scheduling to ensure all students have access to a broad course of study.

Nicasio School District

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Agenda Item # 5a

Board of Trustees

Michelle Rutledge, *Board President* ~ Madeleine Sloane, *Trustee* ~ Jason Snell, *Trustee*

To: Nicasio School District Board of Trustees
From: Jan La Torre-Derby, Ed.D. Interim Superintendent
Date: November 8, 2018
Re: Action: Application to Establish State Funded PreK-School Program

Objective:

To determine if Trustees would like to direct staff to pursue a State PreK-School Program

Background:

In spring 2018, Trustees began to discuss the need to address future deficit spending as indicated in the three year multi-year projections. Ideas for increasing revenue began, in addition, securing student enrollment was presented. Staff contacted MCOE Assistant Superintendent, Kate Lane to begin pursue options for a PreK program on site. At the Budget Workshop on October 4, 2018, further discussion occurred to determine interest in participating in a West Marin PK Collaborative along with Bodega Bay, Shoreline Acres, and Papermill Creek. Each of the Pre-Schools, has received State PreK funds to establish on site PK and after school programs. Although starting a PK Program is not a revenue generator, the hope is that a PK Program would attract families who would then matriculate into the school age program and secure ongoing enrollment. The District is the applicant and recipient of funds to partner with Shoreline Acres Director, Daphne Cummings, who would be responsible for operational services on the Nicasio School site. There are two application cycles available for submission to the California Department (CDE) of Education. The application process includes administrative fees for writing the grant, which would cover the cost of the grant writer. Daphne Cummings, Director of Shoreline Acres would write the grant on behalf of the district. The West Marin Fund has expressed interest in financially supporting PreK programs in the West Marin Collaborative. Additionally, the County of Marin has a grant for Community Development Block Grants due by November 16, 2018. The first deadline for submission to the CDE is December 1, 2018 for a 2019-2020 start. The second option would be to wait a year, and apply in December 2019 for a 2020-2021 start.

Funding Source/Cost:

California State Pre-School Grant Program /TBD

Recommendation:

Staff recommends Trustee direction on a California State Pre-School Grant application for either December 1, 2018 for a 2019-20 start date or December 1, 2019 for a 2020-21 start date.

Nicasio School District
5555 Nicasio Valley Road, Nicasio, CA 94946
☎ 415.662.2184 / 📠 415.662.2250 / www.nicasioschool.org

To: Sarah Hobson, Executive Director West Marin Fund
From: Jan La Torre-Derby, Ed.D.
Date: October 18, 2018
Re: West Marin PK Collaborative Participation

Thanks so much for chatting with me on October 10, 2018 regarding Nicasio's interest in starting a PK Program on site. I would like to share our interest in submitting an application for a State PK on the Nicasio campus, due December 2018. Awards would be announced in the spring for an August 2019 start-up.

As I mentioned, I have been working with Papermill and Shoreline Acres for the last 7 years through a Marin Community Foundation PK-3 Initiative focused on closing the opportunity and achievement gap for children in poverty and children of color. Professional development, coaching, and formal assessments are conducted to determine student progress in social emotional development and academic progress. The model program would align with the tenets of the West Marin PK programs that have been developed through the Marin Community Foundation guidelines of the PK-3 Early School Success Initiative at Papermill, Shoreline Acres, and Bodega Bay.

In July, I was assigned as Interim Superintendent in Nicasio. In chatting with the school staff and the Board of Trustees, there is definitely interest in moving forward on a State PK application to begin a PK on site in 2019-20.

In pursuing the PK state funding, we are required to reach out to the community in a "seek and find" formal process, which we began. To date we know we have 6 PK children who have siblings attending Nicasio School. We will be meeting with each family to determine their interest in attending an on-campus PK. Additionally, we would provide after school care for the children.

We are in the preliminary stages of planning the PK Program in collaboration with current PK Directors and the Marin County Office of Education. Please see the brief outline attached to this memo. I would be happy to meet with you to discuss the opportunities to partner as we begin our process to serve the PK community in West Marin.

We would greatly appreciate any support you may be able to provide in supporting participation of children in poverty and students of color.

Nicasio PreK Program

Vision

To provide equitable services and programs for all PK students to ensure social emotional and academic success, through an inclusive, welcoming environment regardless of economic status

Mission

Through a PK State Funded Program, Nicasio District will seek partnerships in establishing a vibrant PK experience for all identified students, on the Nicasio School campus, beginning in the 2019-20 school year, in partnership with the West Marin PK Collaborative.

Purpose

To ensure that children in poverty receive an equal PK educational program commensurate with their peers in the community, in a vibrant, rich environment that celebrates diversity, inclusion, social emotional, and academic development

Progress to Date

1. Consulted with Daphne Cummings, Direct of Shoreline Acres, and Nancy Wolf, Director of the Bodega Bay PK Program
2. Identified 6 potential students who have siblings at Nicasio School
3. Reviewed the State PK Application process which has a deadline for submission in December 2018
4. Formally discussed the PK Program with the Nicasio Board of Trustees
5. Toured the facility to ensure sink, bathroom, and square footage of 35 square feet for indoor space and 75 square feet for outdoor space per student meet guidelines. All established facilities meet the state requirements.
6. Began conversations regarding the West Marin Collaborative
7. Began seeking funding sources to ensure students in poverty have equal opportunities to participate in the Nicasio PK Program
8. Consulted with the MCOE PK Team to determine support through the Marin Child Care Council and the MCF Grant for professional development and coaching support for PK teachers

Nicasio School District

Since 1862

Board of Trustees

Michelle Rutledge, *Board President* ~ Madeleine Sloane, *Trustee* ~ Jason Snell, *Trustee*

To: **Nicasio School District Board of Trustees**
From: **Jan La Torre-Derby, Ed.D., Interim Superintendent**
Date: **November 8, 2018**
Re: **Action: Final Reading Board Policy 6153 School Sponsored Field Trips (LCAP 3)**

Objective:

To approve BP 6153 School Sponsored Field Trips based on Trustee input from the October 4, 2018 meeting of the Board of Trustees

Background:

Trustees provided specific input regarding the First Reading of BP 6153 for field trips. The input was recorded and is included in the revised BP 6153 attached. Changes include the following.

Sections on:

- Medical Authorization
- Funding
- Costs per Student
- Resources

Please see highlighted areas on BP 6153. Yellow indicates changes introduced by staff on October 4, 2018. Blue highlights indicate changes based on Trustee input at the October 4, 2018 meeting.

Funding Source/Cost:

Resource 9311/Costs vary based on each field trip

Recommendation:

Staff recommends approval of BP 6153 as a final reading.

NICASIO SCHOOL DISTRICT
Board Policy

Series 6000: Instruction

BP 6153

SCHOOL-SPONSORED FIELD TRIPS**Definition**

Nicasio School Board recognizes that school-sponsored trips are an important component of a student's development and that they supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the District's course of study or school-related social, educational, cultural, athletic, school band activities or other extracurricular or co-curricular activities. Field trips may take place locally, out-of-state, or in a foreign country to familiarize students with the language, history, geography, natural science, and other studies relative to the District's course of study.

Supervision

On all school-sponsored field trips, provisions shall be made for proper supervision. The Principal shall ensure that there is an adequate adult-to-student ratio to maximize student safety. Non-certificated staff and parents may assist in such supervision and may be asked to attend preparatory sessions and/or meetings.

Transportation

Privately owned vehicles may be used to transport students on school-sponsored field trips with prior approval of the Principal. No student shall be transported in a privately owned vehicle without the specific written permission of the student's parent or guardian to ride in such vehicle. Students who are transported in private vehicles shall be transported safely in sound vehicles driven by competent, adult (25 or over) licensed drivers who have appropriate insurance and have completed a current Field Trip Driver Information form (6153D), which is kept on file in the District office.

First Aid

The District shall provide a first aid kit whenever students are taken on field trips under the supervision of a teacher, employee, or agent of the school.

Waiver of Liability

Education Code Section 35330, which has been upheld by the courts, provides that all persons making a voluntary field trip are deemed to have waived all liability claims against the District. It is important to advise participants of this immunity and that participation is voluntary. Therefore, this information will be clearly stated on all field trip permission forms.

If the parent or guardian objects to signing the form due to the waiver of liability and/or the form is signed and returned with that paragraph "crossed out," the student will not be able to attend the field trip. In such cases, alternative educational plans will be made on campus for the student.

Medical Authorization

Field trip permission forms must include a “medical authorization” section. Even if the parent/guardian objects to this section and refuses to sign or crosses out the section, emergency medical treatment ~~should be~~ will be provided as appropriate, i.e., call paramedics, police or take the student to a medical facility. All medications must remain in the possession of an adult chaperone or other adult supervisor.

If the student is bringing medication on the trip, there should be written instructions from the parent/guardian clearly spelling out the frequency and amount of the dosage and whether the District employee is expected to oversee the taking of the medication.

If the student does not have accident insurance coverage, the District should provide parents/guardians with information as to where coverage may be obtained. Students must have medical coverage. ~~If a student does not have coverage and cannot afford it, then coverage would be provided by the District since a student cannot be excluded from participation due to lack of funds.~~ Students will not be excluded from participation if they do not have medical coverage.

Approval Process

Requests for school-sponsored trips involving out-of-state, out-of-country or overnight travel shall be submitted to the Board for approval. All other school-sponsored trips shall be approved in advance by the Principal. The District shall evaluate the purpose and goals of a proposed trip compared to the liability exposures to decide whether the trip is appropriate.

The Principal shall establish a process for approving a staff member’s request to conduct a school-sponsored trip (AR 6153). When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, the distance from school, district and student expense, and transportation and supervision requirements. The Principal may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

Funding and Cost

~~District funds shall not be used to pay for field trip related expenses with the exception of accident insurance coverage as stated above.~~ No pupil shall be prevented from making the field trip or excursion because of a lack of sufficient funds. To this end, ~~the governing board, the District shall coordinate efforts of community service groups to supply funds for pupils in need.~~ Each classroom is responsible for fundraising to support classroom field trips.

No field trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. Field trips are school-sponsored educational activities in which all students may volunteer to participate regardless of contributions made by their families. ~~If teachers determine that there is a need for financial assistance to support a field trip, they may submit a Request for Scholarship Form to the Nicasio School Foundation.~~ The Principal will determine field trip to access from a variety of available sources.

Every effort shall be made to keep the cost of all field trips reasonable. The Principal shall establish guidelines for cost of field trips (AR 6153). The total cost of a field trip shall represent all related expenses pertaining to both students and accompanying adults (lead teacher and chaperones), including meals, lodging, entrance fees and other miscellaneous expenses.

Frequency and Duration

It is important for the District to weigh the benefits of field trips over the importance of classroom instruction. The Principal shall establish guidelines for field trip frequency and duration. (AR 6153)

Board Approved March 11, 2009

NICASIO SCHOOL DISTRICT

Administrative Rules and Regulations

Series 6000: Instruction

AR 6153

SCHOOL-SPONSORED FIELD TRIPS

Educational field trips shall be planned with clear instructional objectives determined by the teacher in advance. Appropriate instruction shall both precede and follow each trip to ensure meaningful integration into District curriculum.

Procedures

The classroom teacher is considered the primary supervisor and lead chaperone for his/her classroom's field trips. As such, the teacher is responsible for ensuring that all District procedures for field trip planning are followed to ensure a safe and successful experience for students and adults participating on the field trip.

1. A teacher planning to take a local, day trip shall make a request in writing using the form Field Trip Proposal (6153A). The proposal shall be submitted to the Principal at least 10 school days prior to the desired departure date. Whenever possible, an alternate date should be included.
2. A teacher planning to take an overnight, out-of-state, or out-of-country year-end field trip shall make a request in writing using the form Field Trip Proposal (6153A). The proposal shall be submitted to the Board for review at the November Board Meeting.
3. ~~No student shall be denied the opportunity to take part in any school-sponsored field trip due to an inability to pay for admission fees, lunches, or any other costs. No student shall be required to pay the costs of transportation, admission fees, or any other costs related to educational field trips that are conducted during the normal school day.~~ No pupil shall be prevented from making the field trip or excursion because of lack of sufficient funds. To this end the District shall coordinate efforts of community service groups to supply funds for pupils in need. (CA Ed. Code 35330(4)(b)(1))
4. Estimated costs for year-end field trips must be communicated to parents and guardians in writing no later than December 1st with the option to make payment installments over a given timeframe.
5. Classrooms may hold fundraising events and/or collect contributions using the Field Trip Donation Request form (6153H). All fundraising proceeds and contributions shall be given to the District office for deposit. ~~Teachers must have sufficient funds in their fundraising accounts prior to making requests for payment to field trip vendors.~~ The District must have sufficient funds in the field trip account prior to approval of any field trips.
6. Requests from the teacher for payment to a vendor must be submitted to the District office at least 10 school days prior to payment deadline.

7. Written approval of parent or guardian is required for participation of students on field trips (form 6153B for local day trips; form 6153C for overnight, out-of-state, or out-of-country trips). Field trip permission forms should not identify a specific vehicle or driver to be used for the trip as this would not allow for flexibility or any last minute changes. Method of transportation indicated should be generic, such as a “private vehicle” as a private vehicle.
8. Each student must sign a Field Trip Behavior Contract for Students (form 6153E) prior to attending school-sponsored field trips. The contract may be signed once at the start of each school year and used throughout the remainder of the school year. However, teachers shall review this contract with students prior to each trip. Teachers may submit variations of this contract that are field trip specific to the Principal for approval.
9. All field trips shall begin and end at the school.
10. When possible, all field trips shall be scheduled to begin and end during regular school hours (8:40am – 3:00pm). If departure and/or arrival times are scheduled outside of the regular school hours, the teacher is responsible for making all arrangements necessary in order for parents and drivers to have access to the school’s campus. The teacher is responsible for remaining on campus with students until the last student is picked up.
11. Teachers or other certificated personnel shall accompany students on all field trips and shall assume responsibility of their proper conduct. Students on approved field trips are under the jurisdiction of the Board and are subject to school rules and regulations.
12. Appropriate educational experience and proper supervision shall be supplied at school for any students whose parents do not wish them to participate in a field trip.
13. Prior to overnight, out-of-state, or out-of-country trips, teachers shall hold an orientation meeting for classroom parents and students, at which time they shall discuss the importance of safety-related rules for the trip. The Principal or designee shall be informed of such meetings in advance and have an opportunity to contribute to the meeting’s agenda.
14. Prior to the trip, teachers shall provide any adult chaperones with clear and specific information regarding their responsibilities. Teachers shall collect a signed Field Trip Behavior Contract for Chaperones (form 6153F) prior to departure from each attending chaperone or driver.
15. Chaperones shall be 25 years of age or older.
16. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students’ activities.
17. District staff and chaperones shall not consume alcoholic beverages or use ~~controlled substances~~ recreational drugs, while accompanying and supervising students on a trip.
18. Before students may be transported in any privately owned vehicle, the driver of each vehicle must complete and sign a Field Trip Driver Information form (6153D). These forms must be kept in the District office and must be updated annually.

19. Teachers shall be responsible for assigning car groups to include all students and adult chaperones. Car assignments shall be provided to the office prior to departure. At no time during the field trip may car assignments change without explicit communication to the school office.
20. Prior to departure of any field trip, the teacher is responsible for ensuring that the District office has received the following completed documents:
 - a) Parent-Signed Field Trip Permission & Medical Authorization Form (6153B or C)
 - b) Signed Field Trip Behavior Contract for Students (6153E)
 - c) Signed Field Trip Behavior Contract for Chaperones (6153F)
 - d) Field Trip Check List (6153G)
 - e) Field Trip Driver Information Form (6153D) for each driver
21. On the day of each field trip, the teacher must submit the classroom attendance report to the office before departure.

Frequency and Duration

An average of one field trip (or less) per month per classroom is an acceptable number with respect to local day trips.

Overnight Year-End Field Trips

Teachers may elect to organize one overnight year-end field trip using the following guidelines:

- primary – no overnight trips are permitted
- elementary – no more than 3 nights
- middle school – no more than 4 nights

~~When planning overnight year-end field trips, teachers shall use the following guidelines when requesting monetary contributions from families:~~

- ~~▪ primary – not applicable~~
- ~~▪ elementary – no more than \$200 per child~~
- ~~▪ middle school – no more than \$300 per child~~

The total cost of a field trip shall represent all related expenses pertaining to both students and accompanying adults (lead teacher and chaperones), including meals, lodging, entrance fees and other miscellaneous expenses. (BP 6153) Teachers will research cost per student, seek prior approval from the school Principal, prior to presenting to Trustees for final approval, and determine parent contribution requests. Parent contribution requests are not to exceed the estimated cost of the field trip.

~~If the cost of an overnight field trip exceeds the guidelines for per child contribution, the teacher may be required to submit a modified proposal to the Board. Excess costs may be offset by fundraising activities or other contributions.~~

Employee Chaperone Stipend

If a homeroom teacher elects to organize and participate in an overnight year-end field trip using the guidelines above, he/she will receive a stipend in the amount of \$100 per night. Any other employees who are required to attend shall also receive an equivalent stipend per night.

Car and Booster Seats

Effective January 1, 2012, children under the age of eight (8) or under 4 feet 9 inches in height are required to be properly secured in a car or booster seat.

Swimming or Wading

1. No swimming or wading shall be allowed on field trips unless planned and approved in advance.
2. When wading in the ocean, bay, river or other body of water, there shall be adequate supervision to ensure student safety. Chaperones and students shall both be instructed about the real and potential risks inherent in such activities and the precautions necessary for their safety.
3. Swimming & Wading Activities
 - a) Parents/guardians must provide written permission for the student to attend/participate in a swim activity, including a swimming of proficiency for the students who participate in the swim activity.
 - b) No school sponsored swim parties are permitted at private residences.
 - c) Commercial pools must provide a certificate of insurance, designating the District as an additional insured, for not less than \$500,000 in liability coverage.
 - d) Certified Lifeguards must be designated for all swimming and wading activities. Lifeguards must be Red Cross certified or equivalent.

Board Approved March 11, 2009

Admin Revised August 12, 2011 Admin Revised August 16, 2012

Nicasio School District
Since 1862

Agenda Item # 5c

Board of Trustees

Michelle Rutledge, *Board President* ~ Madeleine Sloane, *Trustee* ~ Jason Snell, *Trustee*

To: Nicasio School District Board of Trustees
From: Jan La Torre-Derby, Ed.D., Interim Superintendent
Date: November 8, 2018
Re: Action: Second and Final Reading BP 4160 Assault by Pupil Against a School Employee (LCAP Goal 1)

Objective:

To approve BP 4160 Assault by Pupil Against a School Employee as a final reading

Background:

On September 11th and 19th, 2018 staff conducted a review of the Nicasio School District Comprehensive School Safety Plan. It was determined that the current plan did not include a policy to outline procedures in the event that an employee of Nicasio School district is attacked, assaulted or menaced by a pupil. The policy aligns with California Education Code 44014.

Funding Source/Cost:

NA

Recommendation:

Staff recommends approval of BP 4160 as a final reading.

NICASIO SCHOOL DISTRICT

Board Policy

Series 4000: Personnel

BP 4160

ASSAULT BY PUPIL AGAINST EMPLOYEE

Whenever any employee of the Nicasio School District is attacked, assaulted, or menaced by any pupil, the employee shall notify his/her management supervisor as soon after the incident as possible. The management supervisor shall complete the Employer's Report of Occupational Injury or Illness form and forward it to the superintendent.

It shall also be the duty of the employee and the management supervisor to promptly report the incident to the appropriate law enforcement authorities in the county or city in which the incident occurred. Failure to do so is a misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000).

ED CODE 44014:

- (a) Whenever any employee of a school district or of the office of a county superintendent of schools is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of the employee, and the duty of any person under whose direction or supervision the employee is employed in the public school system who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. Failure to make the report shall be an infraction punishable by a fine of not more than one thousand dollars (\$1,000).
- (b) Compliance with school district governing board procedures relating to the reporting of, or facilitation of reporting of, the incidents specified in subdivision (a) shall not exempt a person under a duty to make the report prescribed by subdivision (a) from making the report.
- (c) A member of the governing board of a school district, a county superintendent of schools, or an employee of any school district or the office of any county superintendent of schools, shall not directly or indirectly inhibit or impede the making of the report prescribed by subdivision (a) by a person under a duty to make the report. An act to inhibit or impede the making of a report shall be an infraction, and shall be punishable by a fine of not less than five hundred dollars (\$500) and not more than one thousand dollars (\$1,000).
- (d) Neither the governing board of a school district, a member of the governing board, a county superintendent of schools, nor an employee of a school district or of the office of any county superintendent of schools shall impose any sanctions against a person under a duty to make the report prescribed by subdivision (a) for making the report.

Legal Reference:

Education Code section 44014

1st Reading: October 4, 2018
2nd Reading:

Nicasio School District

Since 1862

Board of Trustees

Michelle Rutledge, *Board President* ~ Madeleine Sloane, *Trustee* ~ Jason Snell, *Trustee*

To: **Nicasio School District Board of Trustees**
From: **Barbara Snekkevik, Principal**
Date: **November 8, 2018**
Re: **Action: End of Year Field Trip Approval (LCAP Goals 2-3)**

Objective:

To approve the annual end of year field trips for 3-5th grade and 6-8th grade

Background:

Nicasio School students participate in field trips at the end of the school year. Based on BP 6153, these annual field trips require Board of Trustee approval. Students in grades 3-5th will attend the Environmental Science Program-Nature Bridge at Rodeo Beach. Students in grades 6-8th will attend a field trip to Yosemite. Both field trips will be held in the spring.

Funding Source/Cost:

Nicasio Foundation and Class Fundraising

Natural Bridge cost per student is \$315 for a total of \$4,731

Yosemite or equivalent cost per student is \$399. For a total of \$3,509

Recommendation:

Staff recommends approval of the field trips for grades 3rd-8th for Spring 2019

YOSEMITE BUDGET *ESTIMATE*
May 28 – May 31

General:

*Food: \$150 pp x 14	\$2100
Bike Rental: \$33.50 x 14	\$ 469
Gas: 4 cars @ \$150 each	\$ 600
Gate fees 4 cars @ \$35 each#	\$ 140
Wawona School gift	\$ 100
Yosemite Rangers/docents #	<u>\$ 100</u>
Total <i>estimate</i>	\$ 3509

may be negotiated

*Food:

2 home cooked dinners (T,W)	\$ 30
1 Wawona Hotel dinner (Thur)	\$ 25
3 lunches (W,Th,F)	\$ 25
3 breakfasts (W,Th,F)	\$ 25
Hiking snacks (4 days)	\$ 20

Total Food *Estimate* \$ 150 x 14 = 2100

Total amount = \$3509 / 9 students = **\$389.89**

I propose that we request \$350 per student and we make up the balance through fundraising. The balance due would be *approximately* \$360

*This estimate does not include money for scholarship students
 Our class could have two scholarship students.

Meals (vegetarian options provided at each meal)

Monday:

Lunch Sack lunch (brought by students)
Snack TBD (*likely to be Clif bars, apples etc*)
Dinner Spaghetti, salad, break, S'mores

Tuesday:

Breakfast Pancakes, sausage, eggs
Lunch Sack lunch (packed before departure)
Snack TBD
Dinner Tacos, S'mores

Wednesday

Breakfast Eggs, sausage, pancakes
Lunch Sack lunch (packed before departure)
Snack TBD
Dinner Big Trees (Wawona) Hotel

Thursday

Breakfast Cereal, yogurt, bagels, etc.
Lunch Sack lunch (packed before departure)
Snack TBD

Final thoughts and key points

- ✓ The trip will require 4 chaperones + Mr. Williams for a total of 5 adults. In order to transport 9 students, we would require 2 vehicles minimum. The “gear” will easily take two additional cars. (We used to use Tom Meckfessel’s van.)
- ✓ Not surprisingly, the cost of gas has significantly affected the overall cost of the trip. I estimate that we shall drive approximately 600 miles all told.
- ✓ The bike rental has also increased \$3 per bike since our last visit. Vehicle entry fee has increased to \$35 (though this cost may be negotiated or even eliminated).
- ✓ Michelle (at Wawona School) has already agreed to our request to stay for the time period (free of charge for use of the facilities!)
- ✓ \$390 per student will pay the cost of all students + four chaperones + teacher
- ✓ I recommend that we request \$350 per student, with the remaining balance (\$360 to be paid through fundraising).
- ✓ I have done this trip **five times** before and feel VERY confident about its content and its overall success and satisfaction—it is a blast!
- ✓ Chaperons over and above the required four would be able to attend, but would be required to pay a pro rated amount [TBD as the case(s) present themselves]

Among the many standards addressed:

Earth Science-

ESS2.B: Plate Tectonics and Large-Scale System Interactions

Maps of ancient land and water patterns, based on investigations of rocks and fossils, make clear how Earth’s plates have moved great distances, collided, and spread apart.

(MS-ESS2-3) ESS2.C: The Roles of Water in Earth’s Surface Processes

Water’s movements—both on the land and underground—cause weathering and erosion, which change the land’s surface

Physical Education-

3.5 Participate in moderate to vigorous physical activity a minimum of four days each week.

5.1 Identify appropriate and inappropriate risks involved in adventure, individual, and dual physical activities.

5.4 Evaluate the effect of expressing encouragement to others while participating in a group physical activity.

<p style="text-align: center;">YOSEMITE ITINERARY May 28 – May 31, 2019</p>

Tuesday, May 28

8:30 Leave Nicasio School
11:30 Stop for lunch at park in Merced
2:30 Arrive Yosemite – hike at Mariposa Grove Big Trees with ranger
5:30 Arrive Wawona School
 set-up/play time
 Dinner
7:30 Nighttime star discussion by...???

Wednesday, May 29

8:00 Breakfast
9:00 - 2 Meet ranger for hike at Sentinel Dome and lunch, Glacier Point
3-5 Wawona hiking near school, play time
5:30 Dinner
7:30 Scary storytelling with Mr. Williams ☺ + games

Thursday, May 30

8:00 Breakfast
9:30 Arrive Yosemite Valley
 Visit Bridalveil Falls
 Bike to Ahwahnee Hotel/Yosemite Falls/El Capitan etc/lunch
5:30 Dinner at Big Trees (formerly Wawona) Hotel

Friday, May 31

8:00 Breakfast / Pack up
8:30 Depart for Nicasio
Approx. 1-2pm Arrive Nicasio

Contacts:

Michelle Stauffer, Wawona School 209-375-6383
Tom Medema, Branch Chief, Interpretation, YNP 209-372-0642
Tom Medema@nps.gov assistant: Sharon Miyaku (209)- 375-9503

Sean Costello, DNC: Biking, etc. in Valley(209) 372-4386
Robert Stritzinger, Chef, Big Trees (Wawona) Hotel, 209-375-6556

NICASIO SCHOOL DISTRICT
Administrative Rules and Regulations

Agenda Item # 5d1

Series 6000: Instruction

Form 6153A

Field Trip Proposal

Fieldtrip Title/Organization: Nature Bridge

Grade Levels: 3/4/5 Cost per Student: \$ 315 Date(s):
Departure from School: 4/22/18 Return to School: 4/24/18

Content Area(s):

Check all that apply

- ☐ Language Arts
☐ History-Social Science
☐ Physical Education

☐ Math

☒ Science

☐ Other: _____

Content Area Standards:

List the primary learning standards students will meet through their experiences on this fieldtrip.

The students will engage in Next Generation Standards under the Earth Sciences component

Including:

Marine Science, Watershed studies, Climate change and Geology

Activities:

List the various activities students will participate in to reach these standards.

See attached

Assessments:

Indicate how student learning will be assessed. Will assessments take place during the fieldtrip? Will there be pre and/or post assessments? What assessment methods will be used?

Students will be assessed using daily check-ins, while on the trip, as well as participation on the hike and classes provided.

☐ Approved

☐ Not Approved: _____

Proposal for Nature Bridge
April 22-April 24, 2019

For the overnight field trip, we are hoping to take the students to Nature Bridge. The cost per child for this trip will be \$315. This field trip will be a two-night trip.

Adults are \$239 each, and they are included in the total price. The total price is \$4731.

Kristy and Damena will each spend one night with the class, and we will have a father for the boys cabin.

We would really appreciate consideration for this field trip. We are studying a lot of science this year, and we feel that this will be a great opportunity for the class.

Thank you,
Kristy Snaith and Damena Ware

Oct 9, 2018
**Reminder - contract
and deposit not
received**
Invoice # 1902-000532
Nicasio School

Damena Ware
 5555 Nicasio Valley Road
 P.O. Box 711
 Nicasio, Ca 94946

P: (415) 662-2184
E: dware@nicasioschool.org
Field Science I 0:00AM Monday, April 22, 2019 - Wednesday, April 24, 2019 at 11:30AM
CHARGES

Item	Description	QTY	Price	Subtotal	Tax	Total
3-Day (Student)		15	\$279.00	\$4,185.00	\$0.00	\$4,185.00
3-Day (Teacher/Chaperone)		2	\$239.00	\$478.00	\$0.00	\$478.00
Scholarship Fee		17	\$2.00	\$34.00	\$0.00	\$34.00
National Park Service Surcharge		17	\$2.00	\$34.00	\$0.00	\$34.00
Total Charges						\$ 4,731.00

PAYMENTS

Date	Payment Description	Amount Paid
	Total Payments	\$ 0.00
	BALANCE DUE	4,731.00

Please remit **\$1,182.75** to the address below by **10/15/2018**. If the deposit is not received by 10/15/2018, your participation in our program cannot be guaranteed!

PAYMENT IN FULL IS DUE 30 DAYS PRIOR TO ARRIVAL

Please remit to: NatureBridge, 28 Geary Street, Suite 650, San Francisco, CA 94108

Please write your Invoice Number on your check

Our mission is to foster environmental literacy to sustain our planet.



NATUREBRIDGE CONTRACT FOR ENVIRONMENTAL SCIENCE PROGRAMS

This Contract for Environmental Science Programs (the "Contract") is entered into by and between Nicasio School and NatureBridge (together, the "Parties") for the dates of **04/22/2019-04/24/2019** at the **Golden Gate Campus**. The Parties agree as follows:

Definitions: The following definitions shall apply to this Contract.

"Chaperone" means and includes all persons 21 or older, including teachers, who have been designated by the Group as being responsible for Minor Participants.

"Environmental Science Program" or "Program" means the educational program to be provided to the Group in accordance with the terms and conditions set forth in this Contract.

"Group" means and includes any and all students, teachers, parents, chaperones, and all other related or affiliated individuals who participate in the Program.

"Group Authorized Representative" means the individual who has been duly authorized by the Group to enter into and agree to be bound by this Contract.

"Learning Group" means each smaller group into which the Participants are divided during the Program.

"Minor Participants" means those Participants who are younger than age 18.

"NatureBridge" means NatureBridge, a California Public Benefit Corporation.

"NatureBridge Campus" shall mean those areas of the respective National or State Park and private camps in which the Program is conducted, and generally includes the dining and lodging facilities, as well as any classrooms, labs and administrative buildings.

"Participant" means and includes all students, parents, teachers and chaperones who participate in the Environmental Science Program.

"Program Day" shall mean that portion of a day when the Program is in process and during which NatureBridge staff are responsible for the supervision and safety of the Participants. A Program Day generally begins each day when NatureBridge staff meet the participants and ends when the Program has been concluded by NatureBridge staff and the Participants have been released to the supervision and control of the Chaperones.

"Scheduled Arrival Date" means the date on which Group is scheduled to arrive at the NatureBridge Campus.

"School" means the school with which the Group is affiliated, if any.

NatureBridge Responsibilities. NatureBridge shall:

1. Provide the Environmental Science Program agreed to by Group and NatureBridge. The Program includes educator staff; group experiential learning; meals; lodging; and limited intra-park transportation.
2. Be responsible for the safety and supervision of all Participants at all times during each Program Day except under certain circumstances outlined below in Group Responsibilities.
3. Reserve the right, in its sole discretion, to refuse to enroll in a Program any person whose participation NatureBridge reasonably believes may present a risk of harm to that individual or to others.

Group Responsibilities. The Group shall:

1. Be familiar and comply with all NatureBridge policies and procedures applicable to the Program. Such policies and procedures are available online or will be provided upon request.



2. Deliver to NatureBridge, by no later than the first day of the Program, NatureBridge Participant Agreements signed by each adult Participant, and by the parent or guardian of each Minor Participant, as the case may be. The Group understands and agrees that no individual will be allowed to participate in any Program without a duly signed Participant Agreement.
3. Provide all transportation of Participants to and from the Program.
4. Provide at least one Chaperone for each Learning Group.
5. Provide a sufficient number of additional Chaperones if needed to ensure the safety and appropriate supervision of all Minor Participants.
6. Assume full responsibility for the safety and supervision of all Participants during all times that are before or after each Program Day.
7. Ensure that no alcohol is consumed by Chaperones at any time while they are responsible for the safety and supervision of Minor Participants.
8. Be responsible for knowing any medication requirements and/or any relevant physical or mental conditions or limitations of Minor Participants, and for administering any medication to Minor Participants in accordance with School policies.
9. Be responsible for any Participant who is required to remain on the NatureBridge Campus during the Program Day due to injury or illness.
10. Obtain advance permission from NatureBridge staff before removing Participants from any Program-related activity in order to enable such Participants to participate in a non-Program-related activity not prohibited by NatureBridge policies; upon being granted such advance permission, the Group shall assume full responsibility for the Participants and the risks associated with such non-Program-related activity. Participants shall not be removed from a Program for more than three (3) hours.
11. Be responsible for any loss of or damage to NatureBridge property, equipment and facilities caused by the acts or omissions of any Group member.
12. Discourage Group members from bringing any unnecessary items or property to the NatureBridge Campus, and hold NatureBridge harmless for the theft or loss of any personal items belonging to Group Participants.
13. Be responsible for being familiar, and complying, with the Group Coordinator Manual, which can be found online at naturebridge.org

Deposit Policy: The Group is required to provide a booking deposit representing 25% of the total cost of the Program based on the estimated number of Participants ("Booking Deposit"). The Booking Deposit must be remitted to NatureBridge by the date noted on the attached invoice. The Booking Deposit is non-refundable and is not transferable to other Programs or dates.

Minimum Group Size: Because each NatureBridge Campus has different vendor requirements, the Group agrees to pay for the following minimum number of Participants, regardless of whether the actual Group has fewer Participants: **Yosemite:** minimum 14 Participants. **Golden Gate:** minimum 12 Participants. **Olympic:** minimum 12 Participants. **Southern California:** minimum 25 Participants at Circle X Ranch, minimum 30 Participants at Hess Kramer, minimum 15 Participants at Shalom Institute, and minimum 15 Participants for day Programs. Individual Participants who leave the Program early for any reason will forfeit their entire payment. No refunds will be provided.

Group Reservation Confirmation: Upon receipt of the 25% Booking Deposit and this Contract signed by a duly authorized representative of the Group, NatureBridge will confirm the Group's reservation.



Changes in Group Reservation:

- The Group may decrease the number of Participants by up to a maximum of 5% of the original number of Participants within ninety (90) days of the Group's Scheduled Arrival Date without charge.
- A decrease in the number of Participants by greater than 5% of the total number of Participants within ninety (90) days prior to the Scheduled Arrival Date will result in a forfeit charge at the full youth rate for each Participant above 5%.
- Participant numbers may not increase without prior written approval from NatureBridge.
- If the Group cancels within ninety (90) days of the Scheduled Arrival Date, the full tuition payment remains due and owing, and must be paid within five (5) days of the cancellation.

Final Payment: Payment in full is due thirty (30) days' prior to the Scheduled Arrival Date.

Scholarship Fee: A \$2.00 per Participant scholarship fee is assessed for all Groups. This fee is deposited directly into the NatureBridge scholarship fund.

Insurance: The Group represents and warrants that it is self-insured and/or that it maintains appropriate insurance, with limits of not less than \$1,000,000.00, for the Program.

Indemnity: The Group agrees to indemnify and hold harmless NatureBridge, and its officers, directors, employees, agents and related entities, from and against all claims, demands, actions, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful or unlawful act or omission on the part of the Group, or any of its members.

Except as otherwise expressly provided for in this Contract, NatureBridge agrees to indemnify and hold harmless, the Group, and its individual members, from and against all claims, demands, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful, or unlawful act or omission on the part of NatureBridge, or any of its employees or agents.

Neither NatureBridge nor the Group shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

Non-Discrimination: NatureBridge and its contractors and/or subcontractors do not discriminate against any individual or group based upon race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition, sexual orientation, gender identification, or on the basis of any other characteristic protected by applicable law.

Privacy policy: NatureBridge respects the confidentiality of the information provided by Participants, and will not sell or make available this information to other organizations. NatureBridge reserves the right to use this information for internal marketing and development purposes.

California Law/Severability: This Contract is entered into and governed by the laws of the State of California. Any provision determined to be void or illegal under applicable law shall be deemed severable, and all other provisions of this Contract shall remain in full force and effect.

Mediation/Arbitration: In the event of any dispute between the Parties with regard to the terms of this Contract, the Parties agree to submit such dispute to mediation in a good faith effort to resolve the dispute informally. Mediation will be held at the following locations: In San Francisco, CA for California programming; and in Seattle, WA for Washington programming. The costs of such mediation shall be shared equally by the Parties. Should mediation not resolve the dispute, the Parties agree to submit the dispute to binding arbitration before the American Arbitration Association, pursuant to the Rules for Commercial Disputes. The arbitration will take place in the respective locations



referenced above based on Program location. The award of the arbitrator shall be final and binding with no right of appeal. The costs and expenses of arbitration shall be shared equally by the Parties, and each side shall bear its own attorney's fees and costs, unless otherwise determined by the arbitrator in his/her award.

Entire Agreement: The Parties agree that this Contract constitutes the entire agreement between them on the subjects encompassed herein; that all prior agreements, whether oral or written, are expressly superseded and of no force or effect; and that no changes or modifications to the terms of this Contract shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

Authority: Each person signing below represents and warrants that he/she is authorized to enter into this Contract and to commit his/her organization to its terms.

Dated: September 27, 2018

Dated: _____

NatureBridge:

Group Authorized Representative:

By: 

By: _____

Aaron Rich

Print Name: _____

Golden Gate Director

Title: _____

Group: Nicasio School

Dates: 04/22/2019-04/24/2019

NatureBridge Campus: Golden Gate

Please return signed contract to our San Francisco Office by any of the following methods:

Email: accountsreceivable@naturebridge.org Fax: 415-992-4711

Mail: NatureBridge, Attn: Accounts Receivable, 28 Geary Street, Suite 650, San Francisco, CA 94108

6:45 a.m. Wake up

Students rise each morning and walk out of their dormitories to the sounds of the nearby ocean. They will use this time to shower, dress, and prepare for their day.

7:10 a.m. or 8 a.m. Breakfast

Breakfast is served in the dining hall on campus. Since multiple schools visit NatureBridge at one time, meals are served in shifts. Schools will always eat with members of their school. Meals are served buffet-style with numerous options to satisfy even the pickiest of eaters.

9 a.m. Morning meeting

In this large-group meeting, education on food waste and composting are integrated in a fun and engaging manner. The campus coordinator facilitates discussions that energize the students and complement the education that will take place in the field.

9:15 a.m. – 4 p.m. Instructional day

Learning groups consist of one NatureBridge environmental science educator, up to 16 students, and one or two parent chaperones or class teachers. NatureBridge educators provide the activities and curriculum; chaperones assist with group management and participate as an active member of the team. The NatureBridge environmental science educator assigned to your group will work with the same students every day. Depending on your program, students may find themselves:

- Analyzing the health of our watershed by hiking to the pond and collecting macroinvertebrates.
- Hiking up Hawk Hill to view the raptor migration while learning about the adaptations that help different birds survive in their habitat.
- Touching a live sea star in our marine lab while learning about how different cultures use ocean resources.
- Completing team-building and leadership challenges while hiking to the top of nearby Hill 88.

12:30 p.m. Lunch in the field

Learning groups enjoy lunch in the field, prepared daily by NatureBridge's team of chefs. Members of the group take on responsibilities of carrying an element of the lunch in their backpacks until lunchtime when the group assembles and eats lunch in the field.

4 – 6 p.m. Recreation time and/or Eco-Athletics

This is a time students can use to shower and change, work on journals, or play outside. Students can also visit the beach if supervised by a chaperone. A school may also use this time for structured learning activities. Teachers and chaperones supervise during recreation time. If you are on the early dinner shift, you will have additional recreation time after dinner.

5 or 6 p.m. Dinner

Like breakfast, dinner is served in two shifts. The food served is nutritious, plentiful, and kid-friendly. Meals such as grilled chicken with rice, tacos, pizza, and spaghetti with marinara sauce frequently appear on our menu and are always accompanied by a fresh and colorful salad bar.

7:10 p.m. Evening meeting

Students give reports on food waste from their dinner and create goals for reducing waste the following day. The meeting also focuses on weather and includes a student-generated weather forecast.

7:30 p.m. Evening program

Evening programs complement the material being presented during your field day. These large-group programs are engaging, educational, and inspiring. Students may participate in an active game and lesson on animal adaptations, sing songs around a campfire, or participate in a night hike down to the beach to look for bioluminescent plankton.

8:30 – 9:15 p.m. Get ready for bed

This time is used for students to use bathrooms, change clothes, and brush their teeth. Teachers and chaperones supervise their students during this time.

9:15 p.m. Story time and lights out