



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Special Education Local Plan Area (SELPA)

LOCAL PLAN 2017





**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools Thriving Students

Acknowledgements

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Oakland SELPA
Local Plan

1. Assurances



OAKLAND UNIFIED
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Special Education Local Plan Area Local Educational Agency Assurances

1. Free appropriate public education (20 United States Code [U.S.C.] § 1412 [a][1])

It shall be the policy of this local educational agency (LEA) that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

2. Full educational opportunity (20 U.S.C. § 1412 [a][2])

It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children.

3. Child find (20 U.S.C. § 1412 [a][3])

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

4. Individualized education program (IEP) and individualized family service plan (IFSP) (20 U.S.C. § 1412 [a][4])

It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 U.S.C. § 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 U.S.C. § 1414 (d). It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

5. Least restrictive environment (20 U.S.C. § 1412 [a][5])

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment,

occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

6. Procedural safeguards (20 U.S.C. § 1412 [a][6])

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations.

7. Evaluation (20 U.S.C. § 1412 [a][7])

It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate.

8. Confidentiality (20 U.S.C. § 1412 [a][8])

It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act.

9. Part C to part B transition (20 U.S.C. § 1412 [a][9])

It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 U.S.C. § 1437 (a)(9). The transition process shall begin prior to the child's third birthday.

10. Private schools (20 U.S.C. § 1412 [a][10])

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

11. Local compliance assurances (20 U.S.C. § 1412 [a][11])

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *Education Code*, Part 30.

12. Interagency (20 U.S.C. § 1412 [a][12])

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate

public education are provided, including the continuation of services during an interagency dispute resolution process.

13. Governance (20 U.S.C. § 1412 [a][13])

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

14. Personnel qualifications (20 U.S.C. § 1412 [a][14])

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications.

15. Performance goals and indicators (20 U.S.C. § 1412 [a][15])

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

16. Participation in assessments (20 U.S.C. § 1412 [a][16])

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

17. Supplementation of state, local, and federal funds (20 U.S.C. § 1412 [a][17])

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds.

18. Maintenance of effort (20 U.S.C. § 1412 [a][18])

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations.

19. Public participation (20 U.S.C. § 1412 [a][19])

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

20. Rule of construction (20 U.S.C. § 1412 [a][20])

(Federal requirement for state educational agency only)

21. State advisory panel (20 U.S.C. § 1412 [a][21])

(Federal requirement for state educational agency only)

22. Suspension and expulsion (20 U.S.C. § 1412 [a][22])

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.

23. Access to instructional materials (20 U.S.C. § 1412 [a][23])

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard.

24. Overidentification and disproportionality (20 U.S.C. § 1412 [a][24])

It shall be the policy of this LEA to prevent the inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities.

25. Prohibition on mandatory medicine (20 U.S.C. § 1412 [a][25])

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

26. Distribution of funds (20 U.S.C. § 1411 [e] and [f][1–3])

(Federal requirement for state educational agency only)

27. Data (20 U.S.C. § 1418 [a–d])

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

28. Charter schools (California Education Code 56207.5 [a–c])

It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELPA) may not be treated differently from a similar request made by a school district.

California Department of Education
Special Education Division
Form SED-LP-5 (Revised 3/2016)



**OAKLAND UNIFIED
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In accordance with federal and state laws and regulations, the **Oakland Unified School District SELPA** certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and implementing regulations under 34 *Code of Federal Regulations*, Parts 300 and 303, 29 U.S.C. 794, 705 (20), 794- 794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the *California Education Code*, Part 30 and Chapter 3, Division 1 of Title V of the *California Code of Regulations*.

Be it further resolved, the LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this _____ day of _____, 20_____.

Yeas: _____ Nays: _____

Signed: Devin Dillon Ph.D., Interim Superintendent



**OAKLAND UNIFIED
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Community Schools, Thriving Students

Oakland SELPA
Local Plan

2. Governance

Oakland Unified School District SELPA is responsible to the governing body of Oakland Unified School District, the Board of Education

- Jody London
- Aimee Eng
- Jumoke Hinton Hodge
- Nina Senn
- Roseann Torres
- Shanthi Gonzales
- James Harris

OUSD's CORE BELIEF STATEMENTS

In efforts to work toward our District mission – Oakland Unified School District (OUSD) will build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers, every day – the OUSD Board of Education identified, through community-wide engagements, the following Core Belief Statements:



We Believe...

- That every student should learn in a positive and safe learning environment.
- In the ability of every student to thrive in school and reach their full potential - and are committed to ensuring that they achieve college, career and community success in the 21st century.
- In celebrating the diversity of our students with respect to race, culture, heritage, exceptional needs, gender and sexual orientation; committing to giving each child what they need; teaching them with high expectations, and supporting them to find joy and success in their education.
- In full service community schools that - in addition to providing high quality education - act as an integral part of the health and wellness of our neighborhoods, offering lifelong learning opportunities and support for our students and community members.
- That students are most successful when all of us - students, families, educators and community members from all backgrounds and neighborhoods - can meaningfully and equitably participate in making shared decisions and improving conditions at the district level, school site or in the community.
- In the fair and transparent management of our resources in order to ensure the success of all current and future students, and are committed to seeking additional resources

GOVERNANCE

GOVERNANCE, STRUCTURE AND ADMINISTRATIVE SUPPORT

Oakland Unified School District, pursuant to Section 56195 of the California Education Code, has the responsibility to adopt a plan in accordance with California Education Code 56200 to assure access to special education and services for all eligible individuals with disabilities residing in the geographic area served by the Oakland Special Education Local Plan Area (Oakland SELPA).

EC 56205 (a)(12)(A)

1. GOVERNING BODY

The governing board of a district shall elect to do one of the following:

(a) If of sufficient size and scope, under standards adopted by the board, submit to the superintendent a local plan for the education of all individuals with exceptional needs residing in the district in accordance with Chapter 3 (commencing with Section 56200)

Oakland Unified School District meets the criteria of 56195.1 (a) in that its size and scope allows it to be considered its own Special Education Local Plan Agency. The Oakland SELPA shall submit to the superintendent and to its governing body, a local plan for the education of all individuals with exceptional needs. The governing body of Oakland SELPA is the Oakland Unified School District School Board of Education.

EC 56195.

2. RESPONSIBILITIES OF LOCAL OUSD BOARD MEMBERS

The Oakland SELPA Board of Education shall:

- 1) Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the SELPA;
- 2) By approving the Local Plan, enter into an agreement with other agencies participating in the plan, for purpose and delivery of services and programs;
- 3) Review and approve revisions of the Oakland SELPA Local Plan for Special Education;
- 4) Participate in the governance of the Oakland SELPA through its designated representatives: the Deputy Superintendent of Academic Social Emotional Learning, the Deputy Chief of Student Services, and SELPA Director who have the authority to act as the Board Designees to approve and amend policies as necessary.

3. GOVERNANCE, STRUCTURE, AND ADMINISTRATIVE SUPPORT

A description of the governance and administration of the plan, including identification of the governing body of a multi-district plan or the individual responsible for administration in a single district plan, and of the elected officials to whom the governing body or individual is responsible

The Oakland SELPA, pursuant to section 56195 of the California Education Code, has the responsibility to adopt a plan in accordance with California Education Code 56200 to assure that special education and services for all eligible individuals with disabilities residing in the geographic area served by OUSD SELPA are delivered.

EC 56205 (a) (12) (A)

4. IMPLEMENTATION OF ADMINISTRATIVE FUNCTIONS

Oakland Unified School District is designated as the Administrative Unit (AU) for the Oakland SELPA. It shall be responsible for functions such as, but not limited to:

1. Receipt and distribution of special education funds to its district's accounts for the operation of special education programs and services;
2. Receipt and distribution of special education funds to accounts exclusively designated for SELPA use;
3. The employment of staff to support SELPA functions;
4. The OUSD Special Education Department is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

5. RESPONSIBILITY OF PARTICIPATING AGENCIES

Oakland LEA is responsible for implementing those services assigned to it and provided for in the Budget Plan. However, when OUSD is unable to provide an appropriate program for an individual student, it shall arrange for an appropriate placement, through an Individualized Education Program Team meeting with other agencies as required to meet the needs of the student.

Participating agencies may enter into additional contractual arrangements with OUSD to meet the requirements of applicable federal and state law. In adopting the Local Plan, each participating agency agrees to carry out the duties and responsibilities assigned to it within the plan. Each agency shall provide special education and services to all eligible students, including students attending charter schools where OUSD SELPA has granted that charter. In addition, each agency shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in OUSD programs. Such cooperation ensures that a range of program options is available throughout the Oakland Special Education Local Plan Area (see Service Plan).

EC 56205(A)(12)(d)(I), 56195.1(b)(2), 56195.1(c)(1)

6. RESPONSIBILITIES OF LOCAL EDUCATION AGENCY ADMINISTRATORS

SUPERINTENDENT

The superintendent of the LEA shall be responsible for special education programs operated by the SELPA and for implementing all requirements of the Local Plan.

EC 5205(a)(12)(D)(ii)(II)

OUSD is designated as the Administrative Unit (AU) for the Oakland SELPA. It shall be responsible for functions such as, but not limited to:

1. Receipt and distribution of special education funds to district accounts for the operation of special education programs and services;
2. Receipt and distribution of special education funds to accounts exclusively designated for SELPA use;
3. The employment of staff to support SELPA functions.

The OUSD Special Education Department, under the direction of Deputy Chief of Student Services and SELPA Director, is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

DEPUTY CHIEF OF STUDENT SERVICES

The Chief for Special Education reports to the Deputy Superintendent for Social Emotional and Academic Learning and is responsible for developing, supporting, and monitoring the delivery of special education services to students with disabilities from birth to 22 years in Oakland Unified School District (OUSD). This position provides leadership in the District's strategic priority to improve outcomes for children and youth who receive special education services.

- Responsible for the overall coordination of special education services and programs within OUSD and for the implementation of the Special Education Local Plan Area's (SELPA's) Local Plan

- Responsible specifically for continuing work that has begun, based on findings of an external audit to implement an integrated service delivery model; improve infrastructure, and provide necessary professional development
- Interpret Board policies, laws, rules, and regulations to students, parents, and staff, and ensure district compliance with The Individuals with Disabilities in Education Act (IDEA), California Education Code and all associated regulations
- Foster and maintain collaborative relationships with parent and stakeholder groups, city and county human services agencies; institutions of higher education, business/industry, and judicial and law enforcement agencies community partners and local, state and national experts, and specifically the Special Education Community Advisory Committee (CAC)
- Develop and prepare annual special education budget in alignment with legal requirements, and Department and District priorities. Analyze and review budgetary and financial data; monitor and authorize expenditures in accordance with established guidelines
- Ensure compliance with state and federal special education laws; provide leadership to ensure that all required reporting to the California Department of Education, and other government agencies, is timely and accurate.
- Play an active role in helping the district achieve its strategic priorities by leading and working across departments.
- Ensure that students with disabilities have access to core curriculum in inclusive schools and in general education settings as a rule; addressing ethnic disproportionality in identification, education setting and discipline
- Continue efforts to develop and organize the special education central office to configure it for optimal success in achieving the specific goals necessary to improve outcomes for children and youth with disabilities; and to increase effectiveness and cost savings
- Establish clear structures for work to be accomplished with specific team and individual operating procedures.
- Establish and implement uniform standards and procedures for organization, clerical practices and performance of functions of staff assigned to the Special Education Department.
- Advise the District in mediation, due process hearings, complaints and investigations

SELPA STAFFING

The OUSD Board of Education assures that the SELPA shall identify the need for and designate positions necessary for the operation of the SELPA functions according to this policy. In reviewing and approving the SELPA Budget Plan and Service Delivery Plan on an annual basis, the OUSD School Board approves the staffing recommendations of the SELPA.

The OUSD Special Education Department may be requested by the Superintendent and other administrators to provide advice or assistance in other areas as needs are identified within the SELPA.

The duties of the OUSD Special Education Department, under the direction of Deputy Chief of Student Services include, but are not limited to, the following:

1. Provide information and recommendations for the development, modification and implementation of the Local Plan;
2. Develop and implement procedures for the identification, referral, assessment, IEP development and placement of individuals with disabilities as established by the Local Plan;
3. Develop forms, procedures and recommendations for programs and services for review, modification and approval by the OUSD Superintendent and School Board;
4. Develop an Annual Budget Plan for SELPA operations, including modification and approval by the OUSD Superintendent and School Board;
5. Develop in-service/staff development programs, including parent education activities, for review, modification and approval by the OUSD Superintendent and School Board;
6. Provide recommendations for membership for the Community Advisory Committee;
7. Develop the Annual Service Plan for approval by the OUSD Superintendent and School Board.

EC 56205(a)(12)(D)(ii)(I)

RESPONSIBILITIES OF OAKLAND LOCAL EDUCATION AGENCY ADMINISTRATORS

Executive Director: Special Education

- Collaborate with Business Department to create and oversee annual budgets
- Work with Talent Department to ensure appropriate staffing of positions in Special Education
- Work with SELPA Director/Senior Director, Operations to ensure compliance as it relates to Individual Education Programs, California Department of Education reviews, Compliance Complaints, and all aspects of Due Process
- Collaborate with Teaching and Learning department to ensure rigorous curriculum is provided to students with disabilities in their Least Restrictive Environments
- Provide programming support for school site
- Oversee the use of Non Public Agency personnel
- Oversee the use of Non Public Schools
- Collaborate with Transportation Department to ensure appropriate transportation for students with disabilities
- Collaborate with all relevant bargaining units

EC 56205(a)912)(A), 56195.1(a)(12)(D)

Special Education Local Plan Area (SELPA) Senior Director Administrator/Director

- Complete all Fiscal and Compliance related reporting to California Department of Education including Performance Indicator Reviews, Verification Reviews, and Significant Disproportionality Plans
- Act as primary contact for California Department of Education
- Attend Monthly SELPA and Coalition for Adequate Spending for Special Education Meetings
- Oversee Monthly Community Advisory Committee Planning and Meetings
- Participate in Regular Community Engagement Meetings
- Submit All CASEMIS Reporting
- Oversee All Charter Schools
- Act as a lead on Coordinated Early Intervention Services/Significant Disproportionality
- Collaborate to create Professional Development for District staff
- Maintain Local Plan – Assurances, Procedures, Memoranda of Understanding
- Maintain Special Education Procedural Manual
- Participate in interagency collaboration-review and create MOUs and Agreements with Regional Center, Head Start, California Children's Services, Educationally Related Mental Health Services
- Oversee all Master Contracts and Individual Service Agreements with over 100 Non Public Schools and Agencies (NPS/NPA)
- Management of Special Education Information System (SEIS) and oversee MIS Specialists
- Oversee and approve Non Public School and Non Public Agency certification and maintain lists of their associated administrative, credentialed, and classified personnel
- Draft Board Policies

Co-Chair, Bay Area Collaborative (Rate setting group for NPSs & NPAs)

Member-SELPA Charter Schools Workgroup

Member-California NPS/NPA Committee

Member, Alameda County SELPA Directors

Chairperson, SELPA Low Incidence Disabilities Committee

Senior Director, Operations

Supervise:

- Psychological Services
- Mental Health Programs and Services and contracts for Educationally Related Mental Health Services (ERMHS) with Alameda County Behavioral Health (ACBH)
- Legal Services
- Special Education Management Information Systems and CASEMIS
- Financial Analyst-CDE Reports
- Non Public Schools Team
- Translation Team

PEC Transportation Liaison to Operations

Member, Office of Civil Rights Voluntary Resolution Process Team

Oversight of Legal and Compliance

- Monthly Hot Cases Agenda
- Primary contact for F3 contracted attorneys and Director of Legal Support for financial decisions regarding Compliance Complaints, Early Resolution, Mediation Only, Mediation, and Due Process Hearings
- **Misc**
- LCAP Central Office Leadership Team Member
- Inclusion Task Force Member
- OUSD Data Integration Team Member
- Alameda County Foster Youth Multi-Disciplinary Team Member
- OUSD Cabinet Member

Schools Director:

- Create Professional Development Plan and facilitate professional development/in-services for school staff
- Collaborate with Student Welcome Center
- Place students and oversee completion of 30 Day Interim Placement IEPs
- Facilitate Program Specialist Meetings
- Facilitate Program Manager Team Meetings
- Facilitate Coordinator Meetings
- Present at Principal Meetings
- Attend Network Superintendents' weekly meetings
- Maintain Spreadsheets/Database
- Attend High Profile IEP Meetings
- Complete Level 1 Internal Complaint Responses
- Collaborate with Schools Office, Teacher and learning
- Participate in appropriate district-wide committees for the purpose of ensuring collaboration in implementation of school-wide goals regarding curriculum and instruction for all students.
- Interview and hire staff members; supervise and evaluate all daily activities of staff members relative to assigned tasks
- Assign operational responsibilities of staff members as necessary to provide opportunities for cross training and growth.

- Engage all new staff members in effective induction procedures and facilitate continued professional development
- Involve staff in Continuous Improvement through self-evaluation, goal setting, and professional
- Assist the Talent Development Division by screening and interviewing special education applicants

Director, Legal Services

Provide legal guidance and represent OUSD and OUSD SELPA in every aspect of special education law and practice including but not limited to:

- Providing Preventive Legal Services
- Resolving complaints
- Facilitating the mediation of complaints
- Supporting Due Process cases
- Responding to California Department of Education Compliance Complaints
- Supporting responding to Office of Civil Rights Complaints
- Supporting Manifestation Determination decisions in discipline cases involving students with disabilities
- Supporting the inter-district transfer (IDT) process for students with disabilities
- Drafting and assisting with execution of IDT-type MOUs
- Serving as an advocate for students and families served by PEC

Coordinator: Psychological Services and Focus Team

- Provide Case Consultation with School Psychologists and Focus Team members
- Collaborate with Directors, Coordinators, Principals, Program Specialists and Network Superintendents
- Evaluate approximately 33 staff members annually
- Monitor caseloads
- Read and review reports.
- Provide coaching and feedback
- Attend IEPs/counseling sessions/ SSTs/ Teacher Consultations for employee observations;
- Maintain performance documentation
- Meet with bargaining unit representatives
- Meet with legal support staff
- Monitor professionals goals, completion of Initial and Triennial IEPs, and adherence to procedures
- Collect, analyze, & maintaining caseload information regarding timelines and eligibility rates
- Manage specialized requests for psych evaluations and review letters of Prior Written Notice
- Coordinate monthly crisis intervention
- Interview and hire staff and interns
- Collaborate with Talent, Payroll, and Business Departments
- Arrange, prepare for, and conduct monthly staff meetings and Professional Development
- Research, purchase, and distribute assessment materials

Member of CEIS Leadership and Stakeholders teams

Member of Special Education Leadership Team

Member of LEA Committee

Attend Community Advisory Committee meetings

Coordinator, Mental Health

- Process student placements: Initial, 30 Day Interim, and internal transfers
- Consult with Program Specialists regarding available mental health placements and complex cases
- Attend high profile IEPs involving students with mental health needs
- Collaborate with local agencies for student service provision
- Liaise with Alameda County Behavioral Health Services (ACBHS) for coordination of care issues
- Recruit, interview, and recommend for hire Clinical Social Workers
- Organize and plan for the Professional Development of Clinical Social Workers (CSWs) and Special Ed Specialists
- Engage in the Professional Goal Development, Observation and Evaluation of CSWs and Supervisors
- Supervise the timely submission of MediCal billing by social worker staff
- Oversee the utilization and billing of outpatient therapeutic services
- Validate the compliant use of extended contracts for Medical Billing and the appropriate provision of social work services
- Engage with principals regarding students with challenging mental health issues
- Liaise with five non-profit behavioral agencies for the provision of intensive outpatient services
- Schedule and chair ERMHS panel meetings on a twice weekly basis

- Consult with Psychologists on ERMHS eligibility and placement alternatives within the school based mental health services.
- Assist Non Public School (NPS) Program Specialists with high level IEPS involving students with mental health needs
- Facilitate NPS students return to District programs
- Manage the District's timely and compliant implementation of the contract with ACBHCS
- Prepare and report on compliant expenditures for the Counseling Enriched program
- Observe Special Education Specialists providing instruction and behavioral management to students
- Participate in the Bay Area Collaborative to annually address COLA and changes in rates
- Supervise a LCSW whose sole responsibility is to determine "medical necessity" for MediCal billing
- Track the number of students determined eligible/ineligible for ERMHS services
- Ensure that classrooms have adequate therapeutic supplies
- Plan meaningful staff development for supervising social workers
- Standing meetings; CEIS, Leadership, NPS, CAC
- Assist Legal Support Services with mediated agreement/settlement implementation
- Support in the development of an age appropriate mindfulness curriculum
- Share in the renegotiation of NPS contracts regarding mental health / behavioral issues
- Engage in the revision of the contract between County Mental Health and the District
- Conduct outreach and training for parents
- Supervise Administrative Assistant

Coordinator, Moderate to Severe Programs

- Develop and implement a program evaluation protocol
- Manage new teacher supports and interventions
- Coordinate professional development for teachers, support staff, and site administrators
- Support site administrators with interviews for staffing vacancies and staffing needs
- Compile and share evidence-based practices in support of greater programmatic consistency
- Oversee distribution of curricular and assessment materials
- Promote use of UDL, EBPs and research in support of effective inclusion
- Liaise with Teaching and Learning regarding new teacher supports and curriculum selection
- Collaborate with Research, Assessment, and Data on compiling and reporting program data
- Collaborate with leadership and facilities regarding program regionalization
- facilitate weekly team meetings with Program Specialists
- Collaborate with Coordinators and Program Specialists to address time-sensitive issues
- Collaborate with Directors
- Attend weekly leadership meetings
- Oversee RSP assignments with Director
- Facilitate PD for Specialists and Managers and provide evaluative feedback to Program Specialists
- Manage curriculum for students with moderate to severe disabilities including maintaining licenses and Providing Professional Development
- Work with Information and Assistive Technologies to complete the technology implementation in SDCs for students with moderate to severe disabilities

Coordinator, Programs for Students with Mild to Moderate Disabilities

- Collaborate with principals and network leaders
- Collaborate with teachers
- Collaborate with parents
- Provide guidance and support around District Inclusion work
- Assist with recruitment, selection and staff assignments
- Collaborate with Special Education Specialists to research, select and distribute curricular materials
- Monitor student placements
- Supervise and Support Program Specialists (PSs)
 - Weekly Meetings
 - Daily email/phone communications
 - Management of PS/PM deliverables
 - Formal evaluation of PSs
- Creation and distribution of department communications:
 - IEP Exemplars
 - Resource Guides
 - Teacher Website
 - Newsletter
- Weekly site visits to observe programming and provide feedback
- Attend complex/contentious IEPs, Mediations, and Alternative Dispute Resolution sessions
- Support in investigation of Level I internal complaints and grievances
- Reconcile and review Extended Contracts
- Lead Central Professional Learning (with MS Coordinator):
 - Site setup
 - Topic and materials development
 - Collecting participant feedback
- Direct supervision of PM/PS in Middle and Elevation Networks
 - Evaluation
 - Observation and Feedback
- Manage Mild/Mod curriculum - continue with Common Core alignment, and implementation of strategies, schedules, and start of year information in the PEC Teacher Resource Google folder
- Work with Special Education Specialists so that they can better use instructional technology
- Collaborate with Teaching & Learning to coordinate Teacher-Leaders Training
- Support Inclusive practices

Coordinator: Related Services

- Assist with recruitment, selection and staff assignments
- Collaborate with Specialists to research, select and distribute testing materials
- Supervision and support of Speech Pathologists, Occupational Therapists, Physical Therapists, Itinerant Teachers of Visually Impaired, Itinerant Teachers of Deaf and Hard of Hearing,

Adapted Physical Education, Orientation & Mobility Teachers, Special Education Home Instruction, AT/ACC Dept.

- Monthly Staff meetings and quarterly individual depart meetings
- Daily email/phone communications
- Management of all Related Services
- Formal evaluation of all Related Service Department staff
- Creation and distribution of department communications and resource guides
- Attend complex/contentious IEPs, Mediation, or ADR sessions
- Support in investigation of Level I complaints and grievances
- Reconcile and review extended contracts
- Collaborate with Coordinators and Program Specialists to address time-sensitive issues
- Support site leaders with investigation and response to Level I complaints
- Organize and support management of caseloads across all related services
- Manage contracts with NPAs to provide related services to students with disabilities



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Oakland SELPA
Local Plan

3. Annual Service Plan and Budget Plan



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Special Education Local Plan Area Annual Service Plan and Budget Plan

June 22, 2016



**Sharon A. Falk, Ed.D., SELPA Director; Executive Officer
Programs for Exceptional Children**

www.ousd.org



@OUSDnews

Special Education Local Plan Area (SELPA) Annual Plans



**Individuals With Disabilities in Education Act
(IDEA)
40 years of service to Students with Disabilities**



Special Education Local Plan Area (SELPA) Annual Plans

Annual Budget Plan

Provides Information on Special Education Program Funding

Reflects Service Provision to Students

Annual Service Plan

Describes services available and provided to students with

Mild to Moderate
and
Moderate to Severe

Disabilities

Throughout the SELPA



Purpose of Annual Budget Plan

To Identify the Following:

- Expected Program Expenditures
- Administrative Costs
- Costs for Students with Moderate to Severe Disabilities
- Costs for Students with Mild to Moderate Disabilities
- Supplemental Aids and Services
- Regionalized Programming



Purpose of Annual Service Plan

To Identify the Following:

- Services Provided to Students by District
- Locations of Services Provided to Students
- All Students with Individual Education Programs (IEPs) Have Access to All Services Named in IEPs



Annual Service Plan, Annual Budget Plan, Personnel Data Report

**Annual Budget Plan
and
Annual Service Plan
and
Personnel Data Report**



Together, these three documents provide an overview of Special Education programs, services, and individual supports available to students with disabilities in OUSD SELPA.



Every Student Thrives!

The Pathway to Excellence!



**Certification of Annual Budget Plan
 Fiscal Year 2016-17**

1. Check one, as applicable:

Single District Multiple District District/County

Special Education Local Plan Area (SELPA) Code	SELPA Name	Application Date
0113	OAKLAND	JUNE 22, 2016
SELPA Address	SELPA City	SELPA Zip code
1000 BROADWAY, STE. 398	OAKLAND	94607
Name SELPA Director (Print)	SELPA Director's Telephone Number	
SHARON FALK	(510) 879-2211	

**2. Certification by Designated Administrative And Fiscal Agency for This Program
 (Responsible Local Agency/Administrative Unit [RLA/AU])**

RLA/AU Name	Name/Title of RLA/AU Superintendent	RLA/AU Telephone Number
OAKLAND UNIFIED SCHOOL DISTRICT	ANTWAN WILSON	(510) 879-8200
RLA/AU Street Address	RLA/AU City	RLA/AU Zip code
1000 BROADWAY, STE. 680	OAKLAND	94607
Date of Governing Board Approval		

**Certification of Approval of Annual Budget Plan Pursuant to California Education Code
 Section 56205(b)**

I certify that the Annual Budget Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each school within the SELPA at least 15 days prior to the hearing.

The Annual Budget Plan was presented for public hearing on _____.

Adopted this _____ day of _____, 20____.

Signed: _____
 RLA/AU Superintendent

**Annual Budget Plan
Fiscal Year 2016–17**

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The Standardized Account Code Structure (SACS) codes provide source information from the local educational agency (LEA) reporting.

	Reference/Label	Instructions	Estimated Totals
A	Funds received in accordance with Chapter 7.2 (commencing with California <i>Education Code</i> [EC] Section 56836) (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300–3499 (Federal) 6512–6535 (General Fund)	92,389,455.14
B	Administrative costs of the plan	SACS Goal Code 5001 Function 2100	95,793.18
C	Special Education services to pupils with: (1) severe disabilities , and (2) low-incidence disabilities	SACS Goal Code 5710	215,681.55
		SACS Goal Code 5730	800,727.40
		SACS Goal Code 5750	12,008,430.23
D	Special education services to pupils with non-severe disabilities	SACS Goal Code 5770	63,589,224.93
E	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments	Any SACS Goal Code with SACS Function Code 1130 ¹	20,462,405.72
F	Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2 (SELPA Program Specialists Funding)	SACS Goal Code 5050	0.00
		SACS Goal Code 5060	475,187.49
G	The use of property taxes allocated to the special education local plan area pursuant to EC Section 2572	Statement is included in Local Plan	

¹ Function Activity Classification can be found <http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc>

For California Department of Education Use Only

Received by the State Superintendent of Public Instruction: Date: _____ By: _____

**Certification of Annual Service Plan
Fiscal Year 2016-17**

1. Check one, as applicable:		
<input checked="" type="checkbox"/> Single District <input type="checkbox"/> Multiple District <input type="checkbox"/> District/County		
Special Education Local Plan Area (SELPA) Code 0113	SELPA Name OAKLAND	Application Date JUNE 22, 2016
SELPA Address 1000 BROADWAY, STE. 398	SELPA City OAKLAND	SELPA Zip code 94607
Name SELPA Director (Print) SHARON FALK		SELPA Director's Telephone Number (510) 879-2211
2. Certification by Designated Administrative And Fiscal Agency for This Program (Responsible Local Agency [RLA] or Administrative Unit [AU])		
RLA/AU Name OAKLAND UNIFIED SCHOOL DISTRICT	Name/Title of RLA/AU Superintendent (Type) ANTWAN WILSON	RLA/AU Telephone Number (510) 879-8200
RLA/AU Street Address 1000 BROADWAY, STE. 680	RLA/AU City OAKLAND	RLA/AU Zip code 94607
Date of Governing Board Approval JUNE 22, 2016		

**Certification of Approval of Annual Service Plan Pursuant to California Education Code
Section 56205(b)**

I certify that the Annual Service Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each district within the SELPA at least 15 days prior to the hearing.

The **Annual Service Plan** was presented for public hearing on _____.

Adopted this _____ day of _____, 20____.

Signed: _____
 RLA/AU Superintendent

For California Department of Education Use Only

Received by the State Superintendent of Public Instruction: Date: _____ By: _____

Special Education Local Plan Area:

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
210	Family training, counseling, and home visits (ages 0–2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were	X			34 Code of Federal Regulations (CFR) sections 300.34 (c)(3), 300.226
220	Medical services (for evaluation only) (ages 0–2 only): Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.	X			34 CFR sections 300.34 (c)(3), 300.226
230	Nutrition services (ages 0–2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	X			34 CFR sections 300.34 (c)(3), 300.226
240	Service coordination (ages 0–2 only)	X			34 CFR sections 300.34 (c)(3), 300.226
250	Special instruction (ages 0–2 only): Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	X			34 CFR sections 300.34 (c)(3), 300.226
260	Special education aide in regular development class, childcare center, or family childcare home (ages 0–2 only)	X			34 CFR sections 300.34 (c)(3), 300.226
270	Respite care services (ages 0–2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)	X			34 CFR sections 300.34 (c)(3), 300.226
330	Specialized academic instruction: Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	X			34 CFR Section 300.39(b)(3)
340	Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	X			30 California Education Code (EC) Section 56364
350	Individual and small group instruction: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	X			5 California Code of Regulations (CCR) Section 3051; 30 EC Section 56441.2
415	Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.	X			5 CCR Section 3051.1; 30 EC Section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	Adapted physical education: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.	X			5 CCR Section 3051.5; 30 EC Section 56363; 34 CFR sections 300.108, 300.39 (b)(2)
435	Health and nursing—specialized physical health care services: Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12[b]). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.	X			5 CCR Section 3051.12; 30 EC sections 56363, 49423.5(d) 34 CFR Section 300.107;
436	Health and nursing—other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.	X			5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR Section 300.107
445	Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.	X			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR sections 300.6, 300.105
450	Occupational therapy: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.	X			5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(6)
460	Physical therapy: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.	X			5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(9); California <i>Business and Professions Code (B&PC) Chapter 5.7 sections 2600–2696; Government Code (GC) Interagency Agreement Chapter 26.5 Section 7575(a)(2)</i>

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
510	Individual counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.9; 34 CFR Section 300.34(c)(2)
515	Counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.	X			34 CFR sections 300.24.(b)(2), 300.306; 5 CCR Section 3051.9
520	Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)
525	Social work services: Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)
530	Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling	X			5 CCR Section 3051.10; 34 CFR Section 300.34 (c)(10)
535	Behavior intervention services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	X			5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)
540	Day treatment services: Structured education, training, and support services to address the student's mental health needs.	X			Health & Safety Code, Div.2, Chap.3, Article 1, Section 1502(a)
545	Residential treatment services: A 24-hour, out-of-home placement that provides intensive therapeutic services to support the educational program.	X			Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
610	Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff, and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
710	Specialized deaf and hard of hearing services: These services include speech therapy, speech reading, auditory training, and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
715	Interpreter services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	X			5 CCR Section 3051.16; 34 CFR Section 300.34 (c)(4)
720	Audiological services: These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents, or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included.	X			5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)
725	Specialized vision services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.	X			5 CCR Section 3030(d); 30 EC Section 56364.1
730	Orientation and mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	X			5 CCR Section 3051.3; 30 EC Section 56363; 34 CFR Section 300.34 (c)(7)
735	Braille transcription: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	X			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(13)
740	Specialized orthopedic services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	X			5 CCR sections 3030(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)
745	Reading services	X			5 CCR Section 3051.16
750	Note taking services: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	X			5 CCR Section 3051.16
755	Transcription services: Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	X			5 CCR Section 3051.16

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
760	Recreation services, includes therapeutic recreation: Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	X			5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)
820	College awareness: College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.	X			34 CFR sections 300.39 (b)(5), 300.43
830	Vocational assessment, counseling, guidance, and career assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	Career awareness: Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
850	Work experience education: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
855	Job Coaching: Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	Mentoring: Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	Agency linkages (referral and placement): Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	X			30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)
870	Travel training (includes mobility training)	X			5 CCR Section 3051.3; 34 CFR sections 300.39 (c)(7)
890	Other transition services: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.	X			
900**	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit.			X	
* B&PC--Business and Professional Codes CCR--California Code of Regulations CFR--Code of Federal Regulations EC--Education Code GC--Government Code					

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
** Use of CASEMIS Code 900 necessitates further explanation. Please list the other special education/related services to be provided as Code 900 on the form ASP-01b: Customized Service Descriptions.					

Special Education Local Plan Area:

Local Educational Agency (LEA):

Annual Service Plan (001)

Location List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.															
Site Name	Type Of Facility	CASEMIS Service Codes (Use of Code 900 requires further explanation)															
		330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Acorn Woodland	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Allendale	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Bella Vista	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Bridges Academy	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Brookfield	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Burckhalter	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Carl Munck	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Chabot	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Cleveland	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Community United	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Crocker Highlands	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
East Oakland Pride	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Emerson	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Encompass Academy	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Esperanza	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Franklin	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Fred T. Korematsu Discovery Academy	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Fruitvale	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Futures	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Garfield	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Glenview	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Global Family	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Grass Valley	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Greenleaf	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Hillcrest	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740

Use these codes to identify the type of facility providing services to students ages 6–22:

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19–Other Public School/Facilities	20–Continuation School	22–Alternative Work Education Center/ Work Study Program
24–Independent Study	31–Community School	55–Charter School (operated by an LEA/ District/County Office of Education)
56–Charter School (operating as an LEA)		

Special Education Local Plan Area:

Local Educational Agency (LEA):

Annual Service Plan (001)

Location List the site name and type of facility providing services to students enrolled in the LEA.			Services Provided at this Location List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.														
Site Name	Type Of Facility	CASEMIS Service Codes (Use of Code 900 requires further explanation)															
		330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Hoover	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Horace Mann	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Howard	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
International Community School	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Joaquin Miller	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Kaiser	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
La Escuelita	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Lafayette	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Laurel	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Lincoln	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Manzanita Community School	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Manzanita SEED	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Markham	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Martin Luther King, Jr.	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Melrose Leadership	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Montclair	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
New Highland Academy	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Parker	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Peralta	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Piedmont Avenue	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
PLACE @ Prescott	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Reach Academy	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Redwood Heights	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Rise	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Sankofa	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740

Use these codes to identify the type of facility providing services to students ages 6–22:

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19–Other Public School/Facilities	20–Continuation School	22–Alternative Work Education Center/Work Study Program
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Special Education Local Plan Area:

Local Educational Agency (LEA):

Annual Service Plan (001)

Location List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.															
Site Name	Type Of Facility	CASEMIS Service Codes (Use of Code 900 requires further explanation)															
		330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Sequoia	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Think College Now	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Thornhill	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Alliance Academy	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Bret Harte	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Claremont	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Edna Brewer	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Elmhurst Community Prep	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Frick	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Madison Park Lower Campus	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Madison Park Upper Campus	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Montera	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Roosevelt	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Roots International	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
United For Success	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Urban Promise Academy	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Westlake	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
West Oakland Middle	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Castlemont	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Colisuem College Prep	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Dewey Academy	20	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Fremont	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Life Academy	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
MyClymonds	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740
Metwest	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740

Use these codes to identify the type of facility providing services to students ages 6–22:

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19–Other Public School/Facilities	20–Continuation School	22–Alternative Work Education Center/ Work Study Program
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Special Education Local Plan Area:

Local Educational Agency (LEA):

Annual Service Plan (001)

Location List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.																	
Site Name	Type Of Facility	CASEMIS Service Codes (Use of Code 900 requires further explanation)																	
		330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Oakland High	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Oakland International High	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Oakland Technical	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Ralph J. Bunche	20	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Rudsdale Continuation School	20	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Skyline	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Sojourner Truth	24	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Street Academy	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
American Indian Public Charter	55	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
American Indian Public Charter II	55	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
American Indian Public Charter High	55	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
ARISE High School	55	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Bay Tech	55	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Castlemont Primary Academy	55	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Conservatory of Vocal/Instrumental Arts (COVA)	55	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
COVA High	55	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
East Oakland Leadership Academy	55	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Francophone Charter School	55	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
CIP – Foster	22	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740	830	870
CIP – Laney	22	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740	830	870
CIP – Merritt College	22	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740	830	870
CIP – De Fremery	22	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740	830	870
College of Alameda	22	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740	830	870
Community Day School	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		
Gateway to College at Laney College	10	330	415	425	435	436	445	450	460	510	530	535	610	710	725	730	740		

Use these codes to identify the type of facility providing services to students ages 6–22:

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19–Other Public School/Facilities	20–Continuation School	22–Alternative Work Education Center/Work Study Program
24–Independent Study	31–Community School	55–Charter School (operated by an LEA/District/County Office of Education)
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Special Education Local Plan Area:

Local Educational Agency (LEA):

Other Facilities (002)

Location List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location List the California Special Education Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.							
Site Name	Type of Facility	CASEMIS Service Codes (Use of Code 900 requires further explanation)							
A Better Chance	70	330	415	450					
Anova Center for Education, San Rafael	70	330	415	450	535				
Bayhill High	70	330	415	450	510	515			
Cypress	70								
Devereux – Georgia	71/72								
Edgewood Center	70	330	415	510					
Fred Finch	71	330	415	540	725	730			
Jean Weingarten Peninsula	70								
La Cheim	70	330	510	515	540				
Oak Hill	70	330	415	450	510	535			
Phillips Academy	70	330	415	450	510	515	535		
Raskob Day School	70	330	415	450	510				
Seneca – Building Blocks	70	350	510	515	540				
Seneca – James Baldwin	70	330	415	436	510	515	540	535	
Seneca – Pathfinder	70	330	415	515	535	540			
Spectrum – Camden	70	330	415	425	445	450	510	515	535

Use these codes to identify the type of facility providing services to students ages 6–22:

30–Juvenile Court School	32–Correctional Institution or Incarceration Facility	40–Home Instruction
45–Hospital Facility	50–Community College	51–Adult Education Program
70–Nonpublic Day School	71/72–Nonpublic Residential School	79–Nonpublic Agency

Special Education Local Plan Area:

Local Educational Agency (LEA):

Other Facilities (002)

Location List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location List the California Special Education Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.							
Site Name	Type of Facility	CASEMIS Service Codes (Use of Code 900 requires further explanation)							
Spectrum – Delta	70	330	415	450	510	515	535		
Spectrum – Mission Valley	70	330	415	450	510	515	535		
Springstone	70	330							
Star Academy	70	330	415	535					
STARS High School	70	330	510	515					
Tobinworld	71/72	330	540	545					
Via Center	70	330	415	450					
Victor Treatment	71/72	330	510	515	535	540	545		
Alameda County Court School	30	330							
Alameda County Jail	30	330							
OUSD Home Instruction	40	350							

Use these codes to identify the type of facility providing services to students ages 6–22:

30–Juvenile Court School	32–Correctional Institution or Incarceration Facility	40–Home Instruction
45–Hospital Facility	50–Community College	51–Adult Education Program
70–Nonpublic Day School	71/72–Nonpublic Residential School	79–Nonpublic Agency

Special Education Local Plan Area:

Local Educational Agency (LEA):

Pre-School Services (004)

Location List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.					
Site Name	Type Of Facility	CASEMIS Service Codes (Use of Code 900 requires further explanation)					
Sankofa Academy	10	330	350	415			
Fred T. Korematsu Discovery Academy	10	330	350	415	436	460	
Burckhalter Elementary	10	330	415	450			
Howard Elementary	10	330	350	415	450	460	
Emerson Elementary	10	330	350	415			
Glenview Elementary	10	350	415	436	710	730	
Montclair Elementary	10	330	350	415	450	460	
Prescott Elementary	10	330	350	415			
Martin Luther King Jr.	10	415					

Use these numbers to identify the type of facility where Pre-School Services (ages 3-5) are provided:

40-Home Instruction	45-Hospital Facility
61-Head Start Program	62-Child Development or Child Care Facility
63-State Preschool Program	64-Private Preschool
65-Extended Day Care Program	

OAKLAND UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

REGARDING FINAL REVIEW AND PROPOSED ADOPTION OF SPECIAL EDUCATION LOCAL PLAN AREA AND ANNUAL BUDGET PLAN FOR 2016-2017

TO ALL INTERESTED PARTIES, PLEASE TAKE NOTICE that on June 22, 2016, Oakland Unified School District, at the Regular Meeting of the Governing Board, will hold a Public Hearing on its Special Education Local Plan Area (SELPA) Annual Service Plan and Annual Budget Plan for 2016-2017 and, at the conclusion of the hearing will propose adoption/ratification of each by the Governing Board.

The Public Hearing will be held June 22, 2016, at 7:30 p.m., or as soon thereafter as the matter may be heard, in the Great Room, LaEscuelita Center, 1050 2nd Avenue, Oakland, CA 94606-2212.

The purpose of the Public Hearing is to take comments from the public regarding the Plans and to make any modifications thereto, if warranted.

A copy of the Plans are available for review prior to the Public Hearing via computer terminal in the Office of the Superintendent, Oakland Unified School District, 1000 Broadway, Oakland, cA 94607-4099, the Office of Programs for Exceptional Children, 1011 Union Street, Oakland, CA 94608 and on the internet at <http://www.ousd.org>.

s/Antwan Wilson
Secretary, Board of Education
Oakland Unified School District

OAKLAND UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

REGARDING FINAL REVIEW AND PROPOSED ADOPTION OF SPECIAL EDUCATION LOCAL PLAN AREA AND ANNUAL BUDGET PLAN FOR 2016-2017

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s/Antwan Wilson
Secretary, Board of Education
Oakland Unified School District

Annual Budget and Service Plan

Checklist of Items to Submit to the California Department of Education by June 30, 2016

Annual Budget Plan:

- Form ABP-01:** Certification of Annual Budget Plan
- Annual Budget Plan-Page 2
- Copy of Public Hearing Notice

Annual Service Plan:

- Form ASP-03:** Certification of Annual Service Plan
- Form ASP-01a:** California Special Education Management Information System (CASEMIS) Service Descriptions
- Form ASP-01b:** Modified or Customized CASEMIS Descriptions
 - Description of CASEMIS Code 900, if applicable
- Physical Location of Services Plan-Form ASP-02a**
 - Annual Service Plan (001)
 - Other Facilities (002)
 - Infant Services (003)
 - Pre-School Services (004)
- Facility 32: County Jails** Included in the Plan
- Copy of Public Hearing Notice



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Continuing Schools. Thriving Students.

**Oakland SELPA
Local Plan**

4. Literacy



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

LITERACY FRAMEWORK

ACKNOWLEDGEMENTS

Sarah Breed, Ed.D., Manager,
PreK-12 Literacy,
Leadership, Curriculum, and Instruction

FirstName LastName, Title
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Leadership, Curriculum, and Instruction

FirstName LastName, Title
Grade Span
Leadership, Curriculum, and Instruction

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Grade Span
Leadership, Curriculum, and Instruction

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Grade Span
Leadership, Curriculum, and Instruction

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Grade Span
Leadership, Curriculum, and Instruction

FirstName LastName, Title
Grade Span
Leadership, Curriculum, and Instruction

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INTRODUCTION

Literacy proficiency, especially reading and writing proficiency, is critical in today's knowledge-based economy. For children, as for everyone, language is the primary tool for making meaning of the world and a primary way to connect with others, with language being a powerful means of communicating. Literacy in the 21st century includes the four domains of reading, writing, speaking, and listening for various purposes and audiences. It involves the efficient and skilful use of technology, fluency in multiple genres of writing, research and inquiry utilizing multiple forms of media and proficiency with oral and written presentations.

Research indicates that the demands that college, careers, and citizenship place on readers have either held steady or increased over the last fifty years (CCCSS, 2011). Our goal is that every student in Oakland Unified School District will have the knowledge, skills, and abilities to be prepared for college and careers when they graduate from high school, to ensure that they can read, write, speak, think critically, and reason for post-secondary success. Our students will share ideas and information, formulate and support arguments, and critically analyze texts of increasing complexity, in order to thrive in their pursuits.

Literacy proficiency is especially important for the academic success of students of color, English Learners and low-income students in our district. Yet, we know that there are large numbers of children who are not developing the essential literacy skills needed to be successful in school and in life. Our goal is to be a full service, community school district that supports the social, emotional, physical, and intellectual development of each and every student inside and outside of school. This includes a comprehensive approach to literacy that will ensure that each student moves through his or her academic career (from birth until graduation) building the essential skills to be a critical reader, thinker, and writer.

Purpose of the Literacy Framework

The OUSD Literacy Framework is a guide that outlines what schools and teachers in Oakland Unified School District do to help students develop literacy in the essential skills of reading, writing, speaking, and listening, in order to construct meaning in multiple environments and to develop socially and intellectually and in increasingly complex ways. The Framework guides OUSD staff, parents, and community stakeholders through the academic literacy experiences each student needs to be successful in school and to be prepared for college and career.

In order to provide an effective Literacy Framework for instruction, we acknowledge that we must:

- Address the realities of multilingual and multicultural settings
- Bridge the technical aspects of literacy instruction to the contexts of community, culture and relationships
- Support and build strong literacy educators that are themselves continuous learners and growing in their cultural competence
- Identify a common language, a common set of principles, and a common set of powerful practices across the district to support each students' literacy development

The OUSD literacy framework facilitates and supports student learning so that as they advance through the grades, they are able to exhibit with increasing regularity the following capacities of the 21st Century literate individual as stated in the California Preschool Learning Foundations and the California Common Core Content Standards for English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects:

- **Students come to understand other perspectives and cultures**
 - ✓ They actively seek to understand other perspectives and cultures through reading and listening, and they are able to communicate effectively with people of varied backgrounds.
 - ✓ They evaluate other points of view critically and constructively.
- **Students comprehend as well as critique**
 - ✓ They are engaged and open-minded—but discerning—readers and listeners.
 - ✓ They work diligently to understand precisely what an author or speaker is saying, but, they also question an author's or speaker's assumptions and premises and assess the veracity of claims and the soundness of reasoning.
- **Students demonstrate independence as learners**
 - ✓ They can, without significant scaffolding, comprehend and evaluate complex texts across a range of types and disciplines, and they can construct effective arguments and convey intricate or multifaceted information.
 - ✓ They build on others' ideas, articulate their own ideas, and confirm they have been understood.
 - ✓ They become self-directed learners, effectively seeking out and using resources to assist them, including teachers, peers, and print and digital reference materials.
- **Students build strong content knowledge**
 - ✓ They establish a base of knowledge across a wide range of subject matter by engaging with works of quality and substance and become proficient in new areas through research and study.
 - ✓ They read purposefully and listen attentively to gain both general knowledge and discipline-specific expertise.
 - ✓ They refine and share their knowledge through writing and speaking.
- **Students respond to the varying demands of audience, task, purpose and discipline**
 - ✓ They adapt their communication in relation to audience, task, purpose, and discipline and they also know that different disciplines call for different types of evidence (e.g., documentary evidence in history, experimental evidence in science).
 - ✓ They set and adjust purpose for reading, writing, speaking, listening, and language use as warranted by the task.
 - ✓ They appreciate nuances, such as how the composition of an audience should affect tone when speaking and how the connotations of words affect meaning.
- **Students value evidence**
 - ✓ They cite specific evidence when offering an oral or written interpretation of text.
 - ✓ They use relevant evidence when supporting their own points in writing and speaking, making their reasoning clear to the reader or listener.
 - ✓ They constructively evaluate others' use of evidence.
- **Students use technology and digital media strategically and capably**
 - ✓ They employ technology thoughtfully to enhance their reading, writing, speaking, listening and language use.
 - ✓ They tailor their searches online to acquire useful information efficiently.
 - ✓ They integrate what they learn using technology with what they learn offline.
 - ✓ They are familiar with the strengths and limitations of various technological tools and mediums and can select and use those best suited to their communication goals.

Organization of the Framework

The framework is organized into 3 Chapters:

Chapter 1: Our Guiding Principles

Chapter 2: Instructional Practices: Ensuring Academic Excellence for All Students

Chapter 3: Weaving It All Together: Developing the Infrastructure to Support Literacy Achievement

This Literacy Framework is a work in progress and is subject to updates as legislation and regulations change.

CHAPTER 1

OUR GUIDING PRINCIPLES

Our Guiding Principles reflect our beliefs about best practices in the area of Literacy Instruction. These principles are in alignment with and in service of Oakland Unified School District's mission of ensuring that all students become caring, competent and critical thinkers, as well as fully-informed, engaged and contributing citizens, prepared to succeed in college and career. These principles guide what we do, as well as why and how we do it.

CHAPTER 1

OUR GUIDING PRINCIPLES

In an effort to accelerate and sustain all learners' proficiency in literacy, we offer twelve principles that guide the OUSD Literacy Framework and express our values and beliefs about literacy development and language arts instruction. The principles guide our thinking, planning, and instruction around literacy development. They are highly interdependent, working together to ensure strong student achievement. We state the twelve principles below and then follow with a more detailed description of each. We also provide a brief list of source materials that inform each guiding principal.

Literacy Development is most effective when instruction:

1. Builds upon students' literacy practices at home and in the community.
2. Enables students to become critical readers of text as well as constructive agents of change.
3. Provides high challenge and high support.
4. Builds upon and extends students' listening and speaking skills.
5. Is supported by strong teacher–student relationships.
6. Makes use of predictable learning progressions, particularly in the areas of reading and writing.
7. Is consistently equity–focused and data–driven.
8. Continues to build foundational skills, such as sound–spelling correspondences, even as it keeps a laser focus on meaning–making.
9. Is informed by a balanced approach.
10. Is integrated into learning in core content areas.
11. Is guided by a shared set of high–quality standards for content and performance.
12. Is delivered by high–quality teachers who collaborate to continually improve their practice.

1. **Literacy development is most effective when instruction builds upon students' literacy practices at home and in the community.**

Rather than assume our students come to us as blank slates, educator and researcher Dr. Luis Moll and his colleagues remind us that students come with rich funds of knowledge that often go untapped in the classroom. This is especially true of traditionally marginalized populations such as Latino and African American students. Part of our job is to understand and tap those funds of knowledge as we extend student learning further. We acknowledge that all our students have developed substantial vocabulary at home, either in English or other languages. We acknowledge that these students use reading, writing, speaking and listening in ways that help them navigate their everyday world.

(Moll, González & Amantí, 2005)

2. **Literacy development is most effective when instruction enables students to become critical readers of text as well as constructive agents of change.**

This guiding principal has five components:

- a. **Extensive close reading and vigorous discussion of text.** Beginning in the early grades students should work constantly with the higher levels of Bloom's Taxonomy (applying, analyzing, evaluating and creating) as they discuss meaningful questions about complex text, supporting their ideas with evidence, and using both speaking and writing. In sum, students should become fluent in Conley's "Habits of Mind" (2005):
 - i. Read to infer/interpret/draw conclusions.
 - ii. Support arguments with evidence.
 - iii. Resolve conflicting views encountered in source documents.
 - iv. Solve complex problems with no obvious answer.
- b. **Inclusion of texts and topics that are relevant to student's lives.** Dr. Alfred Tatum, educator and author of *Teaching Reading to African American Male Adolescents*, suggests that texts can either enable or disable the identity and intellectual development of students. He defines an enabling text as one that moves beyond a sole cognitive focus, such as skill and strategy development, to include academic, cultural, emotional and social foci that move students closer to examining issues they find relevant to their lives.
- c. **Guiding students toward active inquiry and action in their community and their world.** For example, preschool, transitional kindergarten or elementary students studying water habitats might be guided by teachers to test the water quality in a local stream bed and then follow up by contacting elected officials. A high school social studies class could collect and analyze demographic information that highlights problems in the community, and then brainstorm and investigate possible solutions to these problems.
- d. **Systematically instructing students in utilization of all available information and learning resources,** including physical libraries and web resources such as databases, forums, blogs, wikis, etc. Library visits supported by qualified staff provide an important anchor in developing a love of reading, a spirit of inquiry and a toolkit of critical research skills.
- e. **Literacy organized around content units driven by an essential inquiry question.** Units of study, particularly when they are driven by essential questions such as "What is matter?" promote a spirit of inquiry and support the deeper learning and critical thinking goals of the new California's Common Core Content Standards. This alignment with the new standards is particularly strong when students acquire knowledge through the reading of rich and challenging texts that support Reading

Standard 10: Read and comprehend complex literary and informational texts independently and proficiently. Inquiry coordinated around a central question leads to in-depth study of a topic with rich discussion and other engaging activities. Both student tasks and challenging texts become more meaningful because they answer a question that students are interested in. And because such units are coordinated around an essential question, they promote vocabulary and language development by connecting them to a common "schema" of ideas for more powerful recall, deeper thinking and further learning. (Anderson, R.C., 1984a and Wiggins and McTighe, 2005).

When we combine rigorous textual engagement with topics and actions that are relevant to students' lives, students understand how reading and writing skills apply to personal, familial and community experiences. This leads to increased engagement, effort and perseverance in becoming a better speaker, reader, writer and citizen. (Conley, 2005; Friere, 1975; Ciroux, 1981; Schmoker, 2011; Tatum, 2009)

5. Literacy development is most effective when instruction provides high challenge and high support.

This guiding principal has three components:

- a. The creation of a safe and supportive environment in which students feel valued and motivated to interact and share thinking.
- b. Structured interactions in which language plays a pivotal role in accelerating student learning. In these "high support" and "high challenge" interactions, the structure and assistance provided by the teacher and peers is referred to as "scaffolding." For example, an English Learner comparing the French and American Revolutions might be provided with 'compare and contrast' language patterns to scaffold her speech and writing.
- c. Timely removal of the scaffolds to hand responsibility over to the learner. Pearson and Gallagher (1983) and Campione (1981) called this process of carefully removing support the "The Gradual Release of Responsibility Model." It is critical to reduce and remove these scaffolds at the right moment so that students can exert independence in their use of new knowledge.

Supportive settings, student learning accelerated by scaffolding and the gradual release of responsibility are strategies that, while important for all students, are critical for English Learners and Standard English Learners. In this way, not only do students develop their literacy skills to the point of independence, but they also bring their social identities and home- and community-based funds of knowledge to inform and influence the meaning they make of what they hear, say, read and write.

(Campione, 1981; Cazden, 2001; Gutierrez, 2008; Pearson, & Gallagher, 1983; Vygotsky, 1978; Walqui & van Lier, 2010)

6. Literacy development is most effective when instruction builds upon and extends students' listening and speaking skills.

The listening and speaking skills that students bring to each learning experience are the foundation upon which new and more complex academic learning occurs. Because we can more easily read and write what we can hear and say, listening and speaking are also indispensable tools for *extending* academic language and content knowledge. Structuring productive listening and speaking opportunities into our instruction is particularly critical for English Learners, Standard English Learners and economically disadvantaged students. There are two basic reasons for this:

- a. As many researchers have discovered, students love to talk, argue and dispute when the text and the task are relevant and vital (Schmoker, 2011).
- b. Listening and speaking embedded in literacy and content instruction provide multiple, efficient opportunities for practice and application, including:
 - i. Scaffolded and structured rehearsal of new and complex language forms that students acquire and then take to reading and writing.
 - ii. Authentic discussions in which students take risks with language to co-construct and gain ownership of new insights and knowledge.

(Beck & McKeown, 2007; Schmoker, 2011; Stahl, 1998; Wong-Fillmore, 2002; Valdés, 1996)

5. Literacy development is most effective when instruction is supported by strong educator-student relationships.

Literacy development is deeply rooted in personal relationships between adults and children. Through the demonstration of caring and respect, the teacher creates a richly positive human context for nurturing and extending the skills and critical thinking of students. This type of support builds student confidence and the belief that she or he can master what initially feels like a stretch. Over time supportive relationships with teachers and other adults in the school community help create a positive identity for a student, as a reader, writer and thinker supported by her teacher and community.

(Cunningham & Stanovich, 2003; Irvine, 2003)

6. Literacy development is most effective when instruction makes use of predictable learning progressions, particularly in the areas of reading and writing.

Successful literacy development requires that we help students master grade-level skills to the level of automaticity. If they have fallen behind in reading and writing, we can use our knowledge of learning progressions together with effective assessments to quickly identify and support the closing of any learning gaps. This is essential to ensure equity since reading and writing development are cumulative. Any weaknesses in foundational skills will result in low fluency and comprehension, further slowing down the acquisition of new knowledge when reading is the primary vehicle for learning.

(Chall, 1995; Popham, 2011; Shefelbine, 1998)

7. Literacy development is most effective when instruction is consistently equity-focused and data-driven.

Employing assessments to screen students and inform ever more targeted and powerful instruction is the best way to achieve the goal of grade-level proficiency for ALL students in language arts and content-area literacy. Literacy assessment is not a single test given at the end of a unit or a block of study, separate from the ongoing daily activities of instruction. Instead, effective assessment is ongoing, forms an integral part of instruction and informs instructional choices as educators keep a laser focus on equity.

The ultimate goal of assessment in the teaching and learning process is helping students develop the skills and habits of mind of self-assessment and self-monitoring. When paired with a focus on equitable outcomes, data use has the potential to vastly improve student achievement.

(Black & William, 1998; Buffum, Mattos and Weber, 2009; Popham, 2011; Schmoker, 1999; Shepard, 2000)

8. Literacy development is most effective when instruction continues to build foundational skills, such as sound-spelling correspondences, even as it keeps a laser focus on meaning-making.

From preschool through high school we must strike the proper balance between word work and comprehension, depending on the needs of particular students. Literacy instruction situates the learning of basic skills within the larger context of critical literacy, or how language shapes students' understanding of their world. Yet without strong word recognition skills (e.g., decoding with automaticity and syllabication), students' reading and writing development will stall.

(Chall, Jean, 1995; National Institute of Health, 2000)

9. Literacy development is most effective when instruction is informed by a balanced approach.

A balanced approach to literacy refers to balancing our attention between *what* we teach and *how* we must teach in order to meet the specific needs of all students. As teachers plan and implement instruction, they must constantly create "instructional paths" for all students, in which they "guide and monitor learning and teaching on a daily basis." Within each lesson, teachers are checking for understanding and adjusting instruction. Teaching is a dynamic discipline and skilled teachers use a variety of instructional materials (including libraries and technology), groupings and strategies to engage students in high levels of academic discourse and in authentic literacy experiences.

(Fountas & Pinnell, 1996; Fullan, Hill & Crevoia, 2006; Schmoker, 2011)

10. Literacy development is most effective when literacy instruction is integrated across core content areas.

Literacy instruction is the key to unlocking meaning in content area instruction. Therefore it is crucial that every core subject teacher explicitly support literacy development, i.e., fluency development, expository writing, rhetorical skills and reading comprehension. When literacy is integrated across all content areas, students deepen their conceptual understanding of those core subjects while deepening their own literacy. This requires each teacher in our district to have not only subject-specific literacy knowledge but also a foundation in literacy development.

Of critical importance beginning in middle elementary and continuing through college is the mastery of academic literacy, or proficiency in the kinds of reading, writing, listening, and speaking that are required to construct the meaning of content-area texts. One essential aspect of academic literacy is fluency in the use of disciplinary language, defined as the vocabulary and forms of discourse specific to different subject matter areas. For example, history typically employs a narrative form rich with cause and effect language, and qualified by skeptical reflections on the reliability of the narrative being presented. Systematically using and teaching disciplinary language is a critical strategy to ensure that our students are college and career ready.

(California's Common Core Content Standards, 2011; Dutro & Levy, 2008; Schmoker, 2011; Walqui & van Lier, 2010)

11. Literacy development is most effective when it is guided by a shared set of high-quality standards for content and performance.

As Oakland moves to adopt and implement both the California Preschool Learning Foundations (PLF) and the new California's Common Core Content Standards, we have an opportunity to forge a common understanding as to what constitutes proficiency and social-emotional and academic excellence, from Pre-K to grade 12. A common understanding around academic excellence allows us to communicate with one another as we plan powerful instruction that progressively challenges students as they move up the grades. The Preschool Learning Foundations and the Common Core Standards also put a strong emphasis on comprehension of increasingly complex texts, and thus provide an opportunity for us to put complex, text-based literacy at the core of our instruction. This means that literacy instruction in eleventh grade will look, sound and feel different than literacy instruction in ninth grade, much the same way literacy instruction in first grade will look, sound, and feel different than literacy instruction in Pre-K.

(Ainsworth, 2011; California's Common Core Content Standards, 2011; Conley, 2005; Fullan, 2006; Schmoker, 2011)

12. Literacy development is most effective when instruction is delivered by high-quality teachers who collaborate to continually improve their practice.

Experience and research tell us that the most critical factor in student success is teacher quality, and that collaborative professional learning and inquiry are the best methods to increase the effectiveness of teaching staff. It is essential that the District hire and retain quality teachers and that it provide the resources and structures that allow collaborative learning, reflection, data analysis and planning to take place on a regular basis.

Teachers also deserve to be held accountable to the high standards that are natural to a profession that strives to do what no other dares: prepare our children to be vibrant, engaged, critical and happy citizens of a just, kind and hopeful world. We must be clear about what excellence for teachers is and is not, in the same way that we are clear about what excellence is and is not for students. It is the responsibility of all stakeholders to clarify this definition and set up structures that promote excellence and discourage mediocrity, beginning with our student's earliest experiences with OUSD schools and affiliated community partners.

(Dufour & Dufour, 2008; Darling-Hammond, 2000; Hawley & Valli, 1999; Schmoker, 1999).



CHAPTER 2

INSTRUCTIONAL PRACTICES: ENSURING ACADEMIC EXCELLENCE FOR ALL STUDENTS

"Skills and strategies are only working tools; they have little utility for advancing students' literacy. They are similar to providing a student with a hammer and nails: simply giving someone a hammer and nails does not mean the person will come up with the idea of building a house. In the unlikely event that the person does think of using the equipment to build a house, he or she will also need apprenticeship or additional supports in order to maximize the likelihood that the house will be built with a solid foundation." (Alfred Tatum)

Likewise, literacy instruction must include differentiated instructional strategies that apprentice our students and support them in building their skills towards being literate adults. Just as every house is designed to meet the needs of each occupant, literacy instruction needs to include varying instructional strategies to reach and build upon the unique learning styles, strengths, cultures, and, languages of our student population.

In the first section of this chapter, the instructional needs of various populations of learners in Oakland Unified Schools will be addressed: English Learners, Standard English Learners, Advanced Learners, Students with Special Needs, and Family Literacy.

Section 2: Instructional Practices to Support Diverse Learners

Achieving College and Career Literacy for English Learners

Ensuring college and career literacy for our English Learners is a shared responsibility that depends on the active engagement and commitment of all OUSD educators and administrators. Consistent and systematic implementation of instruction and policy, from the individual lesson to District enrollment procedures, is essential. In this section we begin with a definition of English Learners, and then discuss instructional opportunities, challenges and supports that are critical to ensuring English Learner success. We also address essential operational and policy details that support our work with English Learners.

Definition of English Learners and Demographic Information

An English Learner is a student who is not yet fluent in conversational and/or academic English. Approximately 29% of OUSD students are English Learners according to 2010-2011 statistics collected by the California Department of Education. An additional 19% are former English Learners who have been "re-designated" as fluent because they have met minimum criteria in terms of conversational language and academic language and achievement. Although these students have been re-designated as fluent, they still need monitoring, attention, and specific instructional support. In sum, almost half of the OUSD student population consists of students who need specific supports because they are English Learners, or were English Learners but are now re-designated as Fluent English Proficient.

Unique Instructional Opportunities

When an English Learner enters Pre-K, transitional Kindergarten or kindergarten with mastery of the basic grammatical structures and vocabulary of a language other than English, we have a great educational opportunity. If there are enough students in the student's language group, we can create a program that maintains and develops the student's first language while adding English. This type of education is called a One-Way Dual-Language program and must be carefully constructed, staffed and monitored to ensure that students reach high levels of achievement in both languages. The benefits of full biliteracy for the graduates of this type of program are significant, as are the uniquely important contributions these students can make to our multi-lingual, multicultural city, and to our increasingly global community.

We can also provide a Two-Way Dual-Language program in which both English-only students and English Learners reach high levels of literacy in two languages. These programs are structured to allow both language and cultural groups to provide each other support in language learning. Like One-Way Dual-Language programs, Two-Way Dual-Language programs must have rigorous criteria for design, staffing and monitoring of student achievement in both languages. Oakland Unified is committed to expanding the Dual Immersion model because it brings cultural competencies, social skills and biliteracy to both English Learners and English Only students. It also builds strong bridges between the different ethnic and language communities of our city. Finally, research consistently demonstrates a statistically significant advantage in English literacy achievement for English Learners enrolled in quality bilingual programs of any type. (Goldenberg, 2008)

Unique Challenges

English Learners face a number of unique challenges. First, they must acquire general communication skills in English, including familiarity with the vocabulary, grammar and usage that typical native English-speakers already possess. Second, while acquiring these general communication skills, English Learners must become proficient in the same academic skills as native English speakers, demonstrating grade level mastery in reading, writing, speaking and listening. While it is very difficult to avoid temporary lags in the acquisition of general and

academic English, it is possible to prevent those lags from becoming permanent. It is imperative that students progress adequately in order that their status as English Learners not become long term or permanent. Preventing a situation in which language proficiency stagnates and error patterns become fixed depends upon our consistently providing crucial instructional supports. A final instructional challenge is the fact that English Learners arrive at our schools at different points in their school career with multiple competencies and challenges that must be carefully assessed and systematically addressed.

Crucial Instructional Supports

Much of what is critically important for the academic success of English Learners is often generally useful for most students, particularly economically disadvantaged students and Standard English Learners. In fact, the faithful application of the Guiding Principles outlined at the beginning of this document will lead to many of the specific strategies we recommend for English Learners below. But while it is useful to apply the instructional approaches presented in this section to other student groups, it is *essential* that English Learners in particular receive these supports. The 1972 landmark Supreme Court decision *Lau v. Nichols* mandates full access to the core curriculum for English Learners. The recommendations below provide a guide to implementing decades of research and practice designed to meet this mandate. Providing the necessary level of instructional support to English Learners is a challenging task for the individual teacher, the grade level or school site. Strong implementation takes commitment and leadership at all levels, and careful use of available resources.

English Language Development to Support the California Common Core State Standards

1. Levelled ELD Instruction

One way we provide support in the acquisition of English is to provide systematic English Language Development (ELD) on a daily basis, with students levelled into relatively homogeneous instructional groups (beginning, early intermediate, intermediate, early advanced) so that they can comprehensively acquire the fundamentals of communicating in English. Providing instruction to students at their level is critical in preventing awkward “gaps” in a student’s knowledge of English. It is important to note that ELD is its *own content area* with its own specific scope and sequence related to achieving general communicative competence. This means it needs its own dedicated daily time slot of at least 30 minutes (Dutro and Moran, 2002).

In addition, schools must have systems for assessing students beyond the mandated annual CELDT (California English Language Development Test), so that they can know more precisely where students are, and therefore how to best group them, and what exactly to teach them. A formative ELD assessment, such as the ADEPT (A Developmental English Proficiency Test), allows teachers to target instruction to the specific instructional needs of specific groupings of English Learners. The goal for all ELD instruction is to achieve full communicative proficiency, and this growth should be reflected in a gain of one English proficiency level per year as measured by the CELDT. The exception to this pattern of growth is the intermediate level, where students often need two years to move up to the early advanced level.

2. Language-Driven Literacy Instruction across the Curriculum

There is one thing that all successful instructional programs for English Learners seem to have in common, and that is a systematic focus on developing language. By language we mean vocabulary and background knowledge as well as syntax and grammar. The following strategies, closely aligned with the Guiding Principles outlined at the beginning of this document, are of critical importance. Our goal is to provide full access to and grade-level comprehension of the curriculum Pre-K through 12th grade.

- a. **Provide Full Access to Grade-Level Text.** Like all students, English Learners need time to read text at their own independent level, but they also need to be supported in regular and frequent encounters with complex, grade level text that is frequently above their independent reading level. It is largely through these supported encounters with complex text that students will gain familiarity and independence with academic English. Work with grade-level text should make use of a clear and effective Before, During and After Reading routine that:
- Clarifies important background knowledge, vocabulary, forms of discourse specific to the content area, text structures and features, and sets clear purposes for reading (Before Reading).
 - Helps students practice monitoring their own comprehension and engage in meaningful discussions around text (During Reading).
 - Scaffolds grade-level spoken and written expression with the use of appropriate sentence frames linked to cognitive processes such as cause and effect (After Reading).
 - Removes scaffolds as soon as possible to allow students to move on to further learning

(Shefelbine and Adams, et. al., 2011; Walqui and van Lier, L., 2010)

- b. **Maintain a Language Focus across all Content Areas, including:**
- High expectations for language use and proficiency
 - Supportive and timely corrective feedback
 - Development of every lesson with these questions in mind:
 - What are the language demands my English Learners will face when they encounter this text, and how can I help them meet these demands?
 - What are the opportunities for rehearsing and extending language use in a meaningful context during my lesson?

(Walqui and van Lier, 2010)

- c. **Provide High Challenge and High Support.** We restate this Guiding Principle because it is of special importance to English Learners. By definition, English Learners are constantly "making up ground," specifically in the area of language. To review, the three key components of this part of instruction are:
- The creation of a safe and supportive environment in which students feel valued and motivated to interact and share thinking.
 - Structured interactions in which language plays a pivotal role in accelerating student learning. In these "high support" and "high challenge" interactions the structure and assistance provided by the teacher and peers is referred to as "scaffolding."
 - Timely removal of the scaffolds to hand responsibility over to the learner. It is critical to reduce and remove these scaffolds at the right moment so that students can exert independence in the use of new knowledge.

(Campione, 1981; Cazden, 2001; Gutierrez, 2008; Pearson, & Gallagher, 1983; Vygotsky, 1978; Walqui & van Lier., 2010)

- d. **Shift Emphasis Between Content Demands (Difficult Concepts) and Language Demands (Difficult Language Structures).** Research shows that allowing students to work separately on these two challenging aspects of academic language is an effective support. Once they have been worked on separately, content and language can be brought together in grade-level reading, writing, listening and speaking. For example, when introducing difficult new vocabulary concepts related to the French and American Revolutions, use a conversational, interactive discourse style supported by labeled pictures and an appropriate

graphic organizer. Separately, have students practice the difficult grammatical forms (such as language patterns related to compare and contrast thinking) using a familiar topic such as oranges and lemons. Finally, ask students to use the compare and contrast language patterns with the difficult content to produce grade level speech and writing comparing the French and American Revolutions. (Gersten, R. and Baker, S., 2000).

- e. **Employ Strategies to Promote Engagement and Active Learning with a Strong Oral Language Component.** A common example is the Think Pair Share structure in which the teacher provides a question, gives students silent thinking time, gives them time to pair and discuss their thoughts, and then opens the discussion up to a class-wide "share." To enhance the language development, the teacher also provides a language pattern appropriate to the task: "The French Revolution and the American Revolution are similar because _____," for example. (Lyman, 1991)
- f. **Enable Students to Become Critical Readers of Text as well as Constructive Agents of Change.** We restate this Guiding Principle because it is of special importance to English Learners. Our mission is to extend the critical capacity of English Learners, not keep them in a narrow focus on development of skills disconnected from the exciting engagement that true literacy implies. To review, the four components of this instructional practice are:
- Extensive close reading, and vigorous discussion of text. Beginning in the early grades students should work constantly with the higher levels of Bloom's Taxonomy—applying, analyzing, evaluating and creating—as they discuss meaningful questions about complex text, supporting their ideas with evidence, and using both speaking and writing.
 - Inclusion of texts and topics that are relevant to student's lives, including an academic, cultural, emotional, and social focus that moves students closer to examining issues they find relevant to their lives.
 - Guiding students toward active inquiry and action in their community and their world.
 - Systematically instructing students in utilization of all available information and learning resources, including physical libraries as well as online databases, web resources, forums, blogs, wikis, etc.
- (Conley, 2005; Freire, 1968, 1993; Giroux, 1981; Schmoker, 2011; Tatum, 2009)
- g. **Validate and Celebrate the Culture and Language of English Learners.** This is important for all English Learners, but is critical in instructional contexts where there are few English Learners, or a mix of English Learners from different language groups. These students need to have their culture reflected and celebrated in authentic texts and activities so that they feel validated and the learning is more relevant for them.
- h. **Leverage Primary Language Knowledge Whenever Possible as a Tool for Accelerating Learning in English.** This approach is typically referred to as "Transferability," because it seeks to transfer knowledge from one language to another. For example, if a student already knows how to compare and contrast in a language other than English, it is not necessary to provide deep teaching in this area: instruction consists mostly of relabeling and using the skill in an English context. It is important to have accurate knowledge about what students actually know in their first language before trying to use that knowledge as a lever for learning in English.

Crucial Procedure and Policy Coordination at all Levels

District policy and procedures also have a critical role to play in supporting strong outcomes for our English Learners. Careful adherence to the following policies and procedures is essential:

1. **Consistent placement of students in the proper program.** We must avoid moving children back and forth between bilingual and Structured English Immersion programs, and this consistency of placement must start in our preschools and continue up the grades. Moreover, parents must be fully informed of their child's placement options from the beginning of each student's educational career.
2. **Consistent Implementation of Program Models across the District.** Program models need to be consistently defined and implemented across sites so that a developmental bilingual program, for example, looks very similar from site to site in terms of the staffing, language use, and specific supports it provides.
3. **Systematic Support for Newcomer Students.** Students who arrive later in their instructional career (e.g. 3rd or 6th or 10th grade) must be carefully assessed and monitored, and their needs must be met with well-designed and systematic instructional supports. This means the District must be careful about identifying and placing newcomer students in the appropriate instructional program.
4. **Instruction is delivered by high-quality teachers who collaborate to continually improve their practice.** We restate this guiding principle here because working effectively with English Learners requires the development of a specific knowledge base and the sharing of implementation across a site and across our district. Educating our English Learners is a shared responsibility both in terms of building teacher expertise and ensuring that students receive precisely the learning experience they need. Experience and research tell us that the most critical factor in student success is teacher quality, and that collaborative professional development and inquiry is the best way to increase the effectiveness of teaching staff.

(Dufour & Dufour, 2008; Darling-Hammond, 2000; Hawley & Valli, 1999; Schmoker, 1999).

Concluding Comments

Our English Learners have unique and exciting educational opportunities that require specific approaches to instruction and policy. Providing rigorous, daily ELD instruction as well as a language focus across the curriculum are particularly critical supports for the nearly 50% of our students who are or have been classified as English Learners. Full literacy for our English Learners is also an incalculable benefit to our community because now more than ever the ability to think and communicate at a sophisticated level is necessary for all. And since the multi-lingual and multi-cultural competencies natural to English Learners can only increase in importance during this century, fully developing and sharing these competencies will be key to our success as a school district, city, state and country.

Achieving full Literacy for our Standard English Learners

Oakland is an increasingly diverse multicultural city, providing a unique mix of ethnic groups, languages, social backgrounds, and economic status. As a result, the needs of students and families within the Oakland Unified School District are varied. Our goal is to be a full service district that supports the social, emotional, physical, and intellectual development of each and every student in school and outside of school. The emphasis is on educating and caring for the whole child.

Definitions of Standard English Learners and Demographic Information

Standard English Learners, SELs, are a group of students that have English as their primary or first language, but need additional support in the development of Mainstream American and Academic English. In our OUSD population, many of these students may speak African American English or Chicano English. These languages are a derivative of English with overlays of other languages: for example, Ebonics/African American English is American English with overlays of West African languages. It has origins in the African Diaspora as a result of the slave trades. The resulting language, African American English, is a language: it has it's own phonological, semantic, syntactic, pragmatic, prosodic, and non-verbal rules. (Green, 2002) It has it's own slang and dialects, depending on the region of the United States the speaker is in. Because the primary language of Standard English Learners is English, Teaching English Language Development as a content area is not necessary. Though there are good instructional strategies that may work for Standard English Learners and English Learners, there are specific instructional strategies that are *essential* to the literacy success of Standard English Learners.

The majority of Standard English Learners in Oakland Unified School District are African American. Teachers often assume that all English speakers have or should have control of Mainstream American English sentence structure and grammatical patterns. In reality, many African American students' primary language uses different sentence structures and grammatical patterns than mainstream English. It is not incorrect, but follows a distinct set of language rules. They are using the language rules of African American English to communicate. They need instruction that helps them learn to recognize and understand the phonological, grammatical patterns and sentence structure of mainstream English. This is particularly important in writing instruction, where many of the patterns of African American students' primary language show up and are usually treated as errors.

This section of the framework will outline instructional needs and strategies of Standard English Learners as a general population and in particular meeting the needs of African American Males.

Unique Instructional Opportunities

"Literacy development is most powerful when instruction builds upon students' literacy practices at home and in the community" (Literacy Framework). Our students come to us with rich funds of knowledge and ways of expression that demonstrate intelligence, imagination, and the ability to construct, and socio-centric-group-oriented styles of learning and inquiry rather than working in isolation. Standard English Learners can successfully adapt to any style of instruction when they are given the opportunity to develop and expand their repertoire of discourse styles and skills. Teachers of Standard English Learners must do the following through instruction with an objective of removing barriers to learning and enhancing achievement."

Literacy Instruction for Standard English Learners must:

- Acknowledge and build on the unique learning styles that SELs bring to the school environment.
- Focus on the differences as strengths rather than as deficits.
- Place students' experiences, realities, and interests at center of instruction, and
- Avoid negative characterization and sanctions toward student behaviors that may reflect cultural norms or individual learning styles (AEMP, LAUSD 2009).

With the proper instruction in the situational appropriateness of language, our Standard English Learners can learn to code-switch effectively between their home language and Mainstream American English, to become, in essence, bilingual.

Unique Challenges

“For African American Learners in particular, literacy has been an especially tenuous struggle. From outright denial during slavery, to limited access in the early 1900s, to segregated schools with often outdated textbooks well into the 1960s, to – many might argue – marginal acceptance of their culture and capacity as learners, even into the 1990s.” (Gadsden, 1991) In order for Standard English Learners to be successful in literacy or any other area of their academic careers, there must be a mindset change in our educational community, including, but not limited to teachers, principals, school staff and community stakeholders. “Transforming instructional practices must occur. Not only must educator think differently, they must teach differently.” (Hollie, 2011)

Given the historical educational disparities that have resulted in a chronic achievement gap for African American students, especially African American males, special attention must be paid to African American males’ literacy develops. Too often, struggling African American students don’t get the necessary instructional support they need to become proficient. In order to provide effective instruction for African American Males, teachers need to be culturally responsive. Teachers must know their own culture as well as that of their students and the relationship between the two. Through research on the connection to students’ culture and learning, it has been determined that using an instructional approach that is disconnected from the students’ culture causes resistance). Educators need to be able to “check their assumptions or misconceptions about what it means to be Black and male in the United States.” (Tatum, 2005) African American Males look at their educational experiences as an “investment model”. How they are treated in school and what they will get from their schooling is very important. (Tatum 2005). It’s important that they are in an environment that validates their culture and language, affirms positive perceptions and that builds and bridges their strengths to their educational experiences from home to that of Mainstream American Society (Hollie, 2012).

Critical Instructional Supports

Two of the key areas that need to be addressed in the literacy program are engagement (Tatum, 2010) and mainstream language development (Hollie, 2012). Supporting the needs of Standard English Learners focuses on engagement, Engagement builds on students’ backgrounds, using enabling texts (Tatum 2009), and quality interactions through the use of culturally responsive discussion and participation protocols and culturally responsive texts enabling texts.

Use of Culturally Responsive and Enabling Texts

There is a level of disengagement in school beginning in early elementary grades among African American boys particularly (Tatum 2005). The culture and context of school seems disconnected from the real life issues in their communities. Exposure to culturally responsive texts is important to:

- Develop literacy proficiency for Standard English Learners to strengthen the students’ pride in her or his ethnic and cultural heritage;
- Praise their own culture and teach others about their cultural heritage; and
- Incorporate multi-cultural information, research and material in all subjects/skills taught in school.

Exposure to a rich “textual lineage” should include literature and narrative texts, poetry, proverbs and standards-based vocabulary development strategies through conceptual understandings across cultures, subjects and genres.

Dr. Tatum suggests using texts that are "enabling", especially for our African American Males. An enabling text is one that moves beyond a sole cognitive use – such as skill and strategy development – to include cultural and emotional engagement naturally. Enabling texts have four characteristics:

1. Promotes a healthy cultural self-identity
2. Reflects an awareness of the real world the student must navigate and understand
3. Focuses on the collective struggle of African Americans, especially African American boys and men
4. Serves as a road map to being, doing, thinking and acting in a way that is empowering and leads to a positive life trajectory

It is important to note that meaningful texts, although important, are not sufficient to improve literacy skills. The use of enabling texts as part of the foundation of the literacy program should be complemented by robust word work and vocabulary development.

Use of Cooperative Learning Strategies

The use of cooperative learning strategies such as discussion and participation protocols for engagement during instruction is key to increasing and ensuring quality interactions in the classroom for Standard English Learners. Socio-cultural learning theory highlights the fact that we learn language through interactions with others in our social networks, beginning at home and in our immediate community (Dutro, 2007; LeMone, 2000; Schoenbach, R., Greenleaf, C., Cziko, C. & Hurwitz, L., 1999; Walqui & Van Lier, 2011). Literacy instruction that builds on cultural behaviors such as when to speak, tone, movement and social interactions provide students with the daily opportunities to practice and learn situational appropriateness of behavior. These formal and informal discourse patterns/ interactions not only serve to model language use and acquisition, but also help to construct meaning and build background knowledge. Research points out that students develop higher order functions and capacities as they engage in interactive activities that require language use (Vygotsky, 1978; Walqui & Van Lier, 2011). Social cultural learning theory points to the synergetic effect of social learning – two heads are better than one as the old maxim says. Through authentic, relevant literacy tasks that take place with supportive relationships, children develop strong reading, writing, listening and speaking skills across home, community and school. "Some youngsters may become more engaged in school tasks when the language of those tasks is posed in real-life contexts that when they are viewed as de-contextualized problem completion" (Delpit, 1999)

To develop proficiency in Mainstream American English, Standard English Learners can benefit from contrastive analysis techniques during interactive reading and writing. (Rickford) Contrastive analysis involves the comparing of students' home language and Mainstream American English. Teachers instruct students in oral and written discrimination of phonemes and syntactical and grammatical patterns so that students can learn to recognize "differences" in patterns and structures and learn to code switch or to use both in appropriate situations. Two important components to contrastive analysis are the affirmation and validation of students' home languages and using that affirmation as a bridge to teaching Mainstream American English. This technique is especially helpful in that it builds on one of the nine research-based instructional practices – identifying similarities and differences through contrast and comparison. (Marzano, 2007)

Establishing proficiency in Academic English across content areas is important as well. As learners move through the developmental stages of reading, writing, and speaking, more and more emphasis is placed on developing the ability to read and write fluently and comprehend all types of texts and material as expressed in the California Preschool Learning Foundations and California's Common Core Content Standards. "To build a foundation for college and career readiness, students must read widely and deeply from a range of high quality literary and informational texts" (Common Core State Standards, 2011). Students build their academic

vocabulary through explicit language instruction, exposure to more complex texts and being required to "improve and vary their reading strategies, depending on subject matter of the texts they are reading as well as vary the purpose for reading" (Common Core State Standards, 2011).

Concluding Comments

Literacy experiences for Standard English Learners, and particularly African American Males should be based on the following tenants:

- Students whose educational, social, economic, political and cultural futures are most tenuous are helped to become intellectual leaders in the classroom
- Students are apprenticed in a learning community rather than taught in an isolated and unrelated way
- Students' real-life experiences are legitimized as they become part of the "official" curriculum
- Teachers and students participate in a broad conception of literacy and incorporates both literature and oratory
- Teachers and students engage in a collective struggle against the "status quo"
- Teachers are cognizant of themselves as political beings

(Ladson-Billings, 2009)

Meeting the Needs of Advanced Learners

Throughout Oakland's diverse cultural groups there are Gifted and Talented students whose continued development requires special services. It is important to identify these students and to support them in their efforts to become productive, independent, creative and caring adults. Differences in interests, learning styles, strengths, and needs require a variety of programmatic approaches so that the unique needs of these students will be met. Gifted and Talented Education (GATE) is a way to meet the needs of these students.

Who are our Gifted and Talented Children?

Advanced Learners/Gifted and Talented students, are students with exceptional talents and abilities that set them apart from other students. Gifted and Talented students can be identified by several measures from 3rd grade and beyond. Students are identified by exceptional scores on the California Standardized Test (CST) or on the Raven's Standard Progressive Matrices exam. Students that score Advanced on CST English Language Arts, Mathematics, or a combination of the two for two consecutive years qualify for the GATE services. In addition, students that score in the 97th percentile for their age on the Raven's exam, which is a multiple choice non-verbal test of reasoning and general intelligence, are eligible for GATE.

All third graders in the district are given the Raven's exam. Students are not identified prior to 3rd grade to allow for them to have 2 years of high achievement on the CST (first given in 2nd grade) and to allow students who may not have socio economic advantages to develop their talents and skills. Students in upper grades may be referred for testing by parents, teachers and other educational professionals.

There are 2 categories of GATE students: Mainstream GATE students, students that are in mainstream classes that demonstrate exceptional abilities; and Twice Exceptional GATE students, students that have a learning or physical disability, and are gifted and talented in other areas. Meeting the needs of both groups of children provide unique opportunities and challenges that must be addressed by curriculum differentiation (Van-Tassel-Baeka, 1998).

Unique Opportunities

Gifted and Talented students usually have the ability to absorb abstract concepts, organize them more effectively, and apply them more appropriately than other students. These are students that may finish assignments quickly, show particular expertise in art or music and may perform well on standardized tests. "Gifted students usually have unusual talent in one or occasionally two areas. Below are six areas where we will find giftedness. No child will be gifted in all six, but some may be in more than one area. Within specific academic ability, students again usually have one or two subjects that they are best in and passionate about." (National Society for the Gifted and Talented)

- Creative Thinking
- Leadership
- General Intellectual Ability
- Psychomotor
- Specific Academic Ability
- Visual/Performing Arts

Asking Gifted students to do more of the same stuff faster, for example: reading more books that are too easy and doing more math problems that have ceased being a challenge are killers of motivation and interest. In addition asking Gifted students to act as tutors for their peers or to

work independently for long periods of time deprives them of meaningful peer interactions and the important interaction and instruction that needs to come from the teacher (National Association for the Gifted and Talented).

Meeting the needs of Gifted and Talented Students

In the Classroom

Differentiation of instruction, meaningful academic tasks and ongoing assessments are effective to meet the various needs of Gifted and Talented students. By leveling assignments and outcomes, teachers can differentiate assignments in the same content area to meet the needs and challenge students. Involving Howard Gardner's theory of multiple intelligences (Gardner, 1983) in assignments students will be challenged. Reading and writing workshop within a comprehensive approach to balanced literacy provide the opportunities for differentiation. A research study conducted in 1991 (Shore et al., 1991) found a combination of acceleration (in which children move to material above grade level) and enrichment (in which students study current material in more depth and complexity) to be the most productive combination. Gifted and talented students can be clustered into homogenous groupings to work on tasks in small groups. These tasks can be allowing students to explore areas of interest based on the content covered in the core instruction.

Subject acceleration begins with the administration of a pre-test to students in a particular area of study. If they pass with 95% proficiency, they "test out" of the basic instruction in that subject area. Teachers accelerate instruction by giving students a "pass", allowing them to engage in research, work in small groups with peers and the teacher on higher level assignments. Using Bloom's Taxonomy, Bloom's Taxonomy - a model of critical thinking that progresses from the most basic level to the most complex, teachers can provide Gifted and Talented students with increasingly complex academic tasks. Gifted students should be asked to utilize the upper three levels - analysis, creation, and evaluation (TeachersFirst.com, 2006). By providing students with vertical enrichment activities, they will be challenged above and beyond what's covered in the core curriculum.



Site Level

School sites can provide Advanced Placement (AP) and Honors Placement (HP) courses for students that either test out of a subject or have demonstrated exceptional academic achievement in a content area. In AP classes, high school students can learn at an accelerated

pace and earn college-level credit for courses passed and passage of the Advanced Placement Exam (College and Career Readiness, 2011).

Unique Challenges

Gifted and Talented Students are often perfectionistic and idealistic. They may equate achievement and grades with self-esteem and self-worth, which may sometimes lead to fear of failure and a heightened sensitivity to their own expectations and those of others. This may further result in guilt over achievements or grades perceived to be low. Addressing the social and emotional needs of Gifted and Talented Students is important to their continued success. The Student Study Team (SST) can be used to address social and emotional needs of students, including gifted students. The SST is a group comprised of teachers, counselors, the student's parent(s), the student, and other educational professionals that meet to address these needs. Some high schools work with outside agencies to provide social and emotional support for at risk students.

Twice Exceptional Students

These students have a unique set of needs that transcend just the emotional needs of Gifted Students, but also their physical or learning disability need to be addressed. These students, because of their remarkable abilities may manifest in the classroom as average students (Clark, 2002; Gossfield, 2005). A collaborative effort between classroom teachers, special educators, gifted educators, and parents is needed to identify twice-exceptional students and implement strategies to meet their diverse needs. It is essential that the disabilities are identified early so appropriate interventions can be provided at optimum times.

Weaving it all together

All students have unique assets and challenges that they bring and develop during their educational careers. Nurturing the unique abilities of students that demonstrate exceptional talents and abilities by acceleration of academic achievement and differentiating instruction are ways to meet those needs. Gifted and Talented students in our schools are a growing population in our district. In order to ensure their growth and continued success, we must not only meet their academic needs but encourage higher levels of achievement.



Achieving Full Literacy for Students with Special Needs

In order for Special Education students to reach their highest potential, it is essential that the general education and special education community work together to best understand the needs of our special education students. It is a shared responsibility that depends on active engagement and commitment of all OUSD educators and administrators. Consistent and systematic implementation of instruction and policy, from individual instruction to District enrollment procedures, is critical. In this section we begin with a definition of Special Education, and then discuss instructional opportunities, challenges and supports that are needed to ensure success for our Special Education students.

Definition of Special Education and Demographic Information

Special Education refers to instruction that is specially designed to meet the unique needs of students with physical, emotional, developmental and learning disabilities. It is intended for students whose needs cannot be met solely by the general education program. The Office of Programs for Exceptional Children offers a wide range of special education programs for students with special needs from birth to 22 years of age. OUSD has more than 5,000 identified Special Education students, and the Special Education Office conducts about 7,000 Individual Education Plan (IEP) meetings each year. (www.ousd.k12.ca.us, Program for Exceptional Children).

A student having one or more of the following thirteen conditions which adversely affect his or her educational performance, may be eligible to receive special education services. The conditions defined in the State Education Code are:

visual impairment, deaf/hard of hearing, deaf-blind, specific learning disabilities, autism, traumatic brain injury, orthopedic impairment, intellectual disability, other health impairments, emotionally disturbed, and multiple disabilities.

Students who meet the criteria for Special Education under these conditions must be provided a free, appropriate public education in the least restrictive environment. Students may be referred for evaluation by a parent, teacher or other education professional. Referrals are made when the child has a known or suspected disability that is believed to be adversely affecting their ability to learn. A team, such as the Student Study Team or the site-based Special Education staff, may review the referral to ensure the student has had adequate access to quality instruction as well as appropriate interventions. If a full special education evaluation is needed, an assessment will be completed and the Individualized Education Plan (IEP) team (including the parents) will meet together to discuss the results and recommendations.

Unique Instructional Opportunities

Students enrolled in Special Education are diverse and distinct; each student possesses unique strengths and skills that are an asset to a classroom and the larger school community. Special Education offers an opportunity to provide intensely differentiated instruction for students. Starting with comprehensive, differentiated assessments educators design individualized instructional paths for students, building upon strengths that are identified in the assessments. Like all students, students enrolled in Special Education may show different patterns of literacy development. For example, a student may have strong comprehension skills but needs to further develop decoding skills in reading or a student may have strong conceptual organization but needs to develop convention skills in writing. General education teachers and special education teachers must work together to fully understand ways to support, encourage and celebrate areas of strength so that students are able to thrive and achieve.

Unique Challenges

Developing full literacy skills can be particularly difficult for students within Special Education. A large percentage of students enter Special Education because of specific processing deficits that

directly affect the development of reading skills (dyslexia). Students who enter special education with other types of disabilities may also struggle to develop full literacy as an indirect result of their disability. As stated in the previous section, Special Education offers an opportunity to provide truly differentiated instruction for students. Starting with comprehensive, differentiated assessments, educators design individualized instructional paths for students, including an instructional plan that addresses the needs identified in the assessments.

Unique Instructional Supports

Collaboration between general education, special education teachers, administrators, support staff and parents creates a unique instructional support for developing the strengths and addressing the needs of special education students. When a student is determined eligible for services, the team works to keep students in the least restrictive environment, or as much a part of the general education program as possible. Special education students may need more support on specific areas of literacy or may need additional accommodations and modifications beyond other students. There are many structures in Oakland Unified for serving students in Special Education, the most common placements being Special Day Classes and the Resource Specialist Program. Students in Special Day Classes are supported by smaller class size and additional support staff, spending over 50% of their time in a Special Education environment. Students receiving Resource Support are given support from Resource Specialists and Instructional Aides on a pull-out or push-in basis, but spend the majority of their time within the general education class.

Another Special Education program OUSD offers is an intensive, targeted reading clinic for Special Education students. The Special Education Reading Clinic was created in 2001 as a collaborative effort between Oakland Unified School District and the Lindamood-Bell Learning Processes Corporation. The goal of the clinic is to assist third to fifth grade special education students who have not responded successfully to intervention programs at their home school sites. Students are referred to the clinic by teachers in special education programs. Children accepted to the clinic are programmed into small instructional groups based upon their needs. They then receive intensive daily instruction using research-based techniques for one to two semesters.

The staff within the Reading Clinic programs has received extensive training in the Lindamood-Bell™ reading intervention programs, as well as Read Naturally™, a highly-rated reading fluency program. Instruction is driven by the assessed needs of the children with daily record-keeping on progress made. The Reading Clinic staff also has established communication with the special education and general education teachers working with the students at their home schools. In addition, reading support trainings are offered throughout the academic year by the Reading Clinic staff.

Concluding Comments

Our Special Education students have unique and exciting educational opportunities that require general education and special education to work collaboratively to best meet the specific needs of each child. As the general education and special education community continue to collaborate and deepen their understanding of how best to meet the literacy needs of our Special Education students, all OUSD students will benefit from this partnership as all educators refine and build strategies and supports that focus on improving literacy outcomes.

Family Literacy

As we state in Guiding Principle #1: *literacy development is most powerful when instruction builds upon students' literacy practices at home and in the community.* We want to access the knowledge the family already possesses as we seek to increase the literacy skills of the child. We also want to provide opportunities for parents and family members to develop their own literacy

skills so that they can better help their children at home. Increasing the literacy skills of the parents with strategies and practices that are consistent with those of the children is a way to leverage what is being taught at school.

Researchers funded by the National Institutes of Health found that a mother's reading skill is the greatest determinant of her children's future academic success, outweighing other factors, such as neighborhood and family income (NIH, 2010). As a result of these findings, NIH concluded that the academic achievement of children might be more successful if they also provided targeted adult literacy education to the parents (NIH, 2010). From experience working with families, we know that when parents' literacy skills increase, they are able to read and discuss more books and other forms of text with the entire family beginning in the first years of their child's life.

Definition of the Four Components of Family Literacy

The federal definition of Family Literacy is to assist adults who are parents to obtain educational skills necessary to become full partners in the educational development of their children (WIA, 1998). In the Title II Adult Education and Family Literacy Act (WIA, 1998), family literacy services are described as services that are of sufficient intensity in terms of hours, and of sufficient duration, to make sustainable changes in a family, and that integrate all the following four components:

1. Interactive literacy activities between parents and their children

Interactive literacy activities between parents and their children include any activity where the parents and children are physically present in the same space involved in the same literacy activity. Examples of these activities include: literacy games in afterschool programming, parent observations of their child's learning during the school day, technology assisted activities before school, after school or at home, interactive homework that the parent and child must complete at home to be returned to the child's teacher, and parent and child field trips designed to enhance the literacy skills of the child and the parent.

At school sites with a Family Literacy Program, this component is provided in the form of PACT (Parent and Child Together) Time. PACT involves parents regularly visiting and participating in their children's classrooms, at least one hour a week. The Family Literacy Instructor prepares the parents with the English language skills and vocabulary necessary to participate and observe in their child's classroom. The Family Literacy Instructor also provides an observation tool or activity that provides focus for the parents as they observe their child's learning. After the observation, the parents return to their adult classroom and debrief what they learned from being in their child's classroom. The purposes of PACT time as defined by the National Center for Family Literacy (2007) are to:

- Aid parents in discovering, reaffirming and expanding their roles as parents to build on their strengths as leaders of their families and teachers of their children
- Enhance parents' awareness of how children learn and develop language and literacy and, specifically, how their own children learn best
- Give parents tools, techniques and strategies to support their children's learning, language and literacy development
- Provide an opportunity for parents to practice these new strategies in a supportive environment where teachers can model learning techniques and offer suggestions and support
- Help parents feel comfortable using these new strategies while interacting with their children daily at home, at school and in the community

PACT time works best when the interactive activities between the children and the parents are aligned to the rigorous language and literacy practices that are happening in the child's classroom every day.

2. Training for parents regarding how to be the primary teacher for their children and full partners in the education of their children

Parent training activities include trainings, offered in English and or the parent's native language, on any issue or topic that will help the parent better understand and support their child's academic success. Sample topics and issues include: interpreting school data, the importance of attendance, discipline procedures and routines, understanding the standards, gang influences in the community, how to read a report card, parent-teacher conference preparation, healthy food and life style choices, domestic violence, neighborhood safety, etc.

At school sites with a Family Literacy Program this component is provided by offering Parent Time. Parent Time is an event or training about one of the topics or issues listed above that are offered at the school site; often it is provided in the native language or in English with translation. The Family Literacy Instructor is charged with coordinating the trainings that are either provided by the school site staff, community-based organizations or the district central office. The Family Literacy Instructor ensures that Parent Time is integrated into the other three components: the parent literacy class, the child's class and the PACT time. When the children and parents are receiving language and literacy instruction around the same issues and topics that are presented in Parent Time, the learning is maximized for the entire family.

3. Parent literacy and technology training that leads to economic sufficiency

Parent literacy and technology training involves creating a separate, dedicated learning space for the parents and family members. The parent literacy class meets on a regular basis at the school site or neighborhood community site. The parents receive adult education to develop their own language, literacy and technology skills. In order for the parents and family members to become more involved in their child's education they must also have the language, literacy and technology skills needed for the 21st century.

At schools with a Family Literacy Program, this component is provided by offering the parents and family members English Language Development (ELD) and/or General Education Development (GED) classes taught by a Family Literacy Instructor who is certified in Adult Education. The instructional content and practices in these classes are closely aligned with the content and practices of the child's education at the school. This alignment provides instructional coherence and redundancy which creates an accelerated impact on the child's academic success. The Family Literacy Instructor regularly meets with K-12 staff to collaborate in planning lessons and other activities.

4. An age-appropriate education to prepare children for success in school and life experience

This component of Family Literacy highlights the need, which is emphasized in the rest of this document, that the child's education must include a balanced instruction of strong literacy skills that will prepare the child for college and career readiness, beginning with key literacy experiences in early childhood. The importance of listing this component of Family Literacy is so that the child's literacy instruction is not separate, but rather integrated into the other three components of Family Literacy. Offering parent training, parent literacy instruction and interactive activities between parents and children will not be effective unless those components are aligned with what is happening in the child's classroom every day.

It is the integration of these four components that ensures gains in the literacy for the entire family. Offering just one or two of the components is a starting point, but is not to be the end goal when implementing family literacy practices for the entire district.

Crucial Procedures and Policies Coordinated at all Levels

Providing this level of instructional support to parents and family members is a challenging task because the real impact occurs when not just one, but all four components of Family Literacy are present and highly integrated at a school. Strong implementation takes commitment and leadership at all levels, and careful use of available resources. District policy and procedures also have a critical role to play in supporting and advocating for Family Literacy. It is important to have a dedicated staff member to oversee the coordination of the integration of the four components of Family Literacy.

The Family Literacy Program provides a Family Literacy instructor who is largely responsible for the coordination of the four components. Choosing to implement a Family Literacy Program at the school site is one option for providing school site coordination and management of the implementation. The Family Literacy Program is provided by the central office but its design promotes school site ownership of Family Literacy and builds school site capacity over the course of four years.

Concluding Comments

Ensuring the academic success of all students, including English language learners and Standard English learners from low income families, must include maximizing community and family resources. Accessing and developing the literacy skills of the parents and family members of OUSD students, aids in increasing the academic success of the children by increasing literacy development at school and in the home.

Section 2: The Role of Culturally Responsive Pedagogy

Culturally responsive teaching is a "pedagogy that empowers students intellectually, socially, emotionally, and politically by using cultural and historical referents to convey knowledge, to impart skills and to change attitudes."

Gloria Ladson-Billings

"With the activist potential in critical literacy education, students will learn how to envision a world in which all people have access and opportunity."

Lisa Delpit

Culturally and Linguistically Responsive Pedagogy

Literacy instruction in Oakland Unified School District is most powerful when it: builds on students' literacy practices at home and in the community; provides high challenge and high support to stretch students' learning; is supported by strong teacher-student relationships; is guided by a share set of high quality standards for content and performance; is consistently equity focused and data driven. One of the ways to incorporate these guiding principles into our daily instruction is with the infusion of culturally and linguistically responsive teaching.

Culturally responsive literacy instruction is the validation and affirmation of the home culture and home language for the purposes of building and bridging the student to success in the culture of academia and mainstream society. (Hollie, 2012). It is consistent with the student's values and literacy practices. The notion of culturally responsive education is premised on the idea that culture is central to student learning. Geneva Gay defines culturally responsive teaching as using the cultural knowledge, prior experiences, and performance styles of diverse students to make learning more appropriate and effective for them; it teaches to and through the strengths of students (Gay, 2000). "Teachers practicing culturally relevant teaching know how to support learning in students by consciously creating social interactions to help them meet the criteria of academic success, cultural competence and critical consciousness." (Ladson-Billings, 2009)

This link between culture, learning, and instruction is based on research that explains how cultural practices shape the ways we organize information in our heads and how we come to understand core concepts. Neuroscientists call this "schema". We know it as "background knowledge" (Hollins, 1996; Marzano, 2004). Thus, culturally responsive pedagogy recognizes, respects, and uses students' identities and backgrounds as meaningful sources to help explain, process, and internalize new learning (Nieto, 2000). To be most effective, cultural responsiveness is utilized beyond the community building or relationship building stages. It must be utilized throughout all literacy activities as a way to "mediate" instruction or make it more effective.

A key conduit for bridging that gap between school and home is social interaction in the classroom, the basis of socio-cultural learning theory. A balanced approach to literacy is structured around interactive, group tasks as well as independent activities that build positively on students' culturally-rooted cognition processes. (Jackson, 2009) Hence, a balanced literacy framework allows for more cultural responsiveness; consequently, utilizing cultural responsiveness within a balanced approach to literacy can enhance outcomes. The use of culturally responsive discussion and engagement strategies provide quality interactions and avenues for critical thinking and social interaction for many of our students of color. Giving students opportunities to move around the classroom while involved in instructional conversations: takes learning from the abstract to the concrete, reinforces cultural norms, and provides a way of learning that is validating and affirming to facilitate optimal learning environments and experiences (Hollie, 2012).

An important part of culturally responsive literacy instruction is helping students build multiple ways of reading, writing, listening and speaking that are appropriate to different settings such as home, community school, and the larger world. Part of the process involves helping students build on their current strengths as they build confidence and proficiency in using mainstream English and academic language. The idea is not to use cultural responsiveness to “correct” student’s home reading, writing, and speaking patterns, but instead, to use it to help students add other types of discourse to their repertoire. Students need to be provided with rich culturally relevant texts that validate and affirm their culture through positive historical and current referents and reflections of students’ communities and backgrounds. The use of enabling texts as part of the foundation of the literacy program should be complemented by robust word work and vocabulary development (Tatum, 2009).

Key Components of Culturally Responsive teaching and learning:

Validating: Legitimizing the student’s experiences and ways of being that are culturally specific as legitimate (i.e., language, learning styles, etc.) by creating a community of learners and a mutual respect for different forms of verbal and non-verbal communication.

Affirming: Making positive the student’s identity as a learner, as a member of a particular cultural group, as a valued member of the classroom community.

Building: Extending student’s understanding beyond home/community practices (broadens student’s worldview to embrace multiple perspectives)

Bridging: Making connections between student’s culturally organized schema (prior knowledge) and new knowledge and/or skills to be learned by utilizing the appropriate cultural and linguistic behavior. Culturally congruent norms of behavior that create a physically, socially and intellectually safe learning environment are; varied communication styles (verbal and non-verbal), explicitly setting emotional tone of the classroom and giving opportunities for the situational appropriateness or utilization of the appropriate cultural or linguistic behavior.

(Hollie, 2012; Tatum 2008; Ladson-Billings, 2009)

Culturally Responsive Instructional Strategies

Creating and Maintaining A Culturally Responsive, Inviting Learning Environment for Student Success

All arranged environments can influence behavior. “How learning materials are selected, where they are placed, and how the materials are arranged for the learners’ use can have profound impact on student achievement” (Hollie, 2011). Students should be surrounded with images of themselves, people in their community and culture, including positive historical and present cultural icons. Classroom environments should be safe and conducive to various learning styles. Arranging seating so that students have access to the instructional tools in the classroom (e.g, word walls, culturally responsive libraries, technology, positive images and the main instructional area) are some ways of responding to students’ needs. In addition, teachers create opportunities for students to discuss and move around, work in small groups and independently.

Responding to Students’ Learning Styles and Strengths Through Responsive Classroom Management for the Purposes of a Positive Classroom Community

It’s impossible to teach when you have not mastered classroom management. Cultural norms from the home, in the community and from heritage have high value in the classroom and can lead to cultural misunderstandings and miscommunication (Hollie and Coventry 2008). Culturally responsive classroom management involves the systemic use of routines/protocols for engagement, participation and discussion with clearly conspicuous behavioral expectations. Below is a list of culturally responsive protocols that may be used in the classroom:

Participation Strategy (see Appendix A for more)	Discussion Strategy (see Appendix A for more)
Call and Response	Numbered Heads Together
Give a Shout Out	Put Your Two Cents In
Equity Sticks/Pick a Stick	Corners
Merry-Go Round	Circle the Sage
My Turn, Your Turn	Musical Shares
Train/Pass It On	Silent Appointment

Culturally Responsive behavior management should: place students' experiences, realities, and interests at center of instruction and avoid negative characterization and sanctions toward student behaviors that may reflect cultural norms or individual learning styles.

The use of Culturally Responsive Literature

Culturally Responsive Literature should include books and other printed materials that represent the interests of the students and are reflective of those students. Every person from every culture should be portrayed as an individual with unique strengths, weaknesses, interests, lifestyles, and beliefs. Culturally Responsive texts should include authentic representations of the culture. Teachers should avoid texts that exclude, erase or promote negative stereotypes. Exclusion is one of the most insidious and painful forms of bias. The implicit message is that the group does not exist, is insignificant, or, has made no contributions to society. Erasure is destructive not only to the groups involved but to the larger society. A stereotype is a generalization about a particular group which usually carries derogatory implications. Culturally Responsive texts should be enabling. An enabling text is one that moves beyond a sole cognitive use – such as skill and strategy development – to include cultural and emotional engagement naturally. Enabling texts have four characteristics:

- Promotes a healthy cultural self-identity
- Reflects an awareness of the real world the student must navigate and understand
- Focuses on the collective struggle of African Americans, especially African American boys and men
- Serves as a road map to being, doing, thinking and acting in a way that is empowering and leads to a positive life trajectory

(Tatum, 2005)

Vocabulary Development Through the Use of Conceptually Coded Words

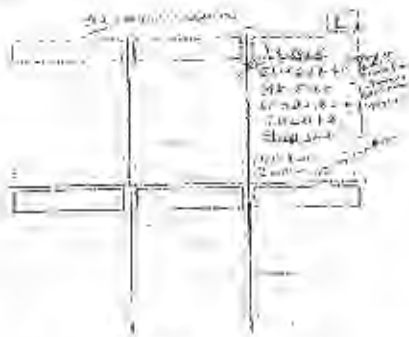
Students need to learn vocabulary strategies to access the language of various genres of text. Culturally Responsive vocabulary instruction can be used to:

- Expand lexicon
- Heighten comprehension
- Aid concept understanding of content
- Improve writing
- Build spelling-meaning connection
- Learn how to learn new words and their meanings

“Indeed definitions are synonymous with vocabulary in many classrooms. However, the reality is that definitions are not an effective vehicle for learning word meanings. Students that provided

dictionary definitions to create sentences with words or answers to brief questions about the words revealed that: 63% of the students' sentences were judged to be 'odd' 60% of students' responses were unacceptable, students frequently interpreted 1 or 2 words from a definition as the entire meaning" (Beck, Mckeown, Kucan).

Vocabulary strategies need to be explicitly taught. This can be done through the use of semantic word maps to build on word parts and structure; a personal thesaurus to build on and teach synonyms and antonyms for Tier 2 words (Isabel Beck), words for which students already have a concept –conceptually coded words; a personal dictionary for building on Tier 3 words/content specific vocabulary. The personal dictionary provides opportunities for: visual context for vocabulary, students use clear, concise definitions builds on newly gained and background knowledge.



(Personal Thesaurus)



(Personal Dictionary)

Situational Appropriateness and Contrastive Analysis

In student interactions with each other, adults, and the world around them, students will encounter situations in which they must make informed decisions on how to respond and which discourse is most appropriate. Teaching the situational appropriateness of behavior and language is an essential, culturally responsive, instructional strategy. Our students are taught to in essence "code switch" behavior and language. This can be taught through role playing and contrastive analysis of language.

Our students come to us with rich language structures that need to be valued as they are taught Mainstream American English and Academic English. Many of the grammatical differences we notice when our students are speaking or writing are rooted in the contrasts of differences between the structure of their first/home language and the structure of English. Contrastive analysis is a strategy for comparing and contrasting:

- Sounds of languages
- Spelling patterns
- Word forms
- Word meanings
- Grammar features
- Sentence structure

Contrastive Analysis is *one* way of equipping our students with the knowledge of sounds they need to comprehend speech and support decoding. It "draws students' attention specifically to the *differences* between vernacular and Standard English" (John Rickford, 1998). Contrastive Analysis can be explicitly taught during Word Work (contrastive analysis of phonemes) and during

Writer's Workshop Responding to student writing – treating features of home language as areas for negotiation, discussion, and analysis of situational appropriateness – **not as errors.**

It must be stated clearly: Contrastive Analysis is not a strategy for teaching Home Language to students. Our students come to us with their home languages intact. Our job is to teach the Mainstream American and Academic English.

Concluding Comments

We have a unique opportunity to facilitate positive and effective academic experiences for all our students by validating, affirming, bridging and building school experiences that link to students' cultures, communities homes. Culturally Responsive pedagogy in the classroom across content area instruction is essential to developing students that are literate in 21st Century skills and are prepared for college, career and life.

Section 3: A Balanced Approach to Literacy



A Balanced Approach to Literacy

*Oakland Unified School District utilizes a balanced approach to literacy as an **instructional planning framework** ("what we teach") and an **implementation framework** ("how we teach"). It involves the analysis of grade level standards, developmental stages of literacy acquisition, and the careful use of assessment to make instructional decisions. It also involves the utilization of instructional delivery modes and teaching practices that develop students' ability to work independently and in collaborative learning groups. Our approach to balanced literacy is always embedded in a **socio-cultural oriented learning framework** with opportunities for frequent and meaningful social interactions rooted in supportive relationships, relevance, and authentic purposes. We strive to integrate each of these frameworks in the service of higher order thinking in the classroom. Students are provided with ample opportunities to read and write for authentic purposes, engage in academic discourse, and interact with challenging texts while drawing upon their own experiences.*

A Balanced Approach to Literacy Guides Our Instructional Planning Framework

Our approach requires us to examine "what we teach" and to include these essential components:

- The five core areas of reading instruction as identified by the National Reading Panel (phonological awareness, phonics, fluency, vocabulary and comprehension)
- The domains of reading, writing, listening, and speaking
- Grade level standards (California's Common Core Content Standards)
- Foundational skills, content area knowledge, conceptual understanding, and supportive affective outcomes (e.g. a love of reading)
- Literature and informational text (and the genres within these two categories)
- Writing for a variety of purposes and across genres
- The use of assessments (screenings, diagnostics, progress monitoring, formative and summative) to inform instruction
- Inquiry-based approaches to content-area learning that allow students to grapple with real problems in their communities and beyond

Teachers in Oakland Unified School District have a deep understanding of the five core areas of reading instruction (phonemic awareness, phonics, fluency, vocabulary, and comprehension). Careful consideration is given to each area and embedded into well designed instructional units and lessons created with authentic opportunities for inquiry. These instructional units and lessons are informed by a thoughtful analysis of grade level standards that takes place at the district, school, and classroom level, and employ multiple assessments throughout the process to inform instruction.

(Freire, 1968, 1993; Fullan, Hill & Crevola, 2006; Vygotsky, 1978; Walqui, 2010)

A Balanced Approach to Literacy Guides Our Implementation Framework

Our approach requires us to examine “how we teach” and to find balance within:

- a. Teacher-directed instruction and student-directed practice (as embodied in the release of responsibility model)
- b. Instruction in grade-level text and text at a student’s instructional and/or independent level
- c. Instruction that is whole class, small group, and individual
- d. Process-based approaches to literacy (such as the writing process / workshop or reading workshop) which incorporate explicit instruction in specific skills and knowledge in conjunction with student application during content area
- e. The use of student-centered cooperative learning structures such as literature and informational text study groups or reciprocal teaching along with teacher-centered direct instruction
- f. Engagement in oral language development through academic discourse along with time for reading and writing

Teachers are constantly reflecting upon and refining their craft for the organization and delivery of effective and equity-centered instruction. Multiple structures must be utilized throughout the year and within the school day so that students are given access to and engaged in high quality instructional experiences that are designed to meet their needs.

All students should be able to express ideas, work together, and listen carefully to integrate and evaluate information. Reading, writing, listening, and speaking work together to facilitate this type of deep learning. While we recognize that reading is the primary vehicle of learning new information and acquiring new information throughout a student’s academic career, we know from research and experience that the starting point for all literacy development is oral language, *it is from oral language -- listening and speaking -- that vocabulary, concepts, and ideas are understood and internalized.*

(Beck and McKewon, 2007; Cazden, 1972; Fountas and Pinnell, 1996; Pearson and Gallagher, 1993; Wong-Fillmore, 2000)

A Balanced Approach to Literacy at the PreK/TK/Kindergarten Level

Similar to elementary schools, the early childhood classroom is structured differently than the upper and middle grades, in that teachers and students are engaged throughout the day with integrated content, and inquiry based environments that provoke learning from an experiential level as to better promote optimal brain development during children’s crucial development period of 0–5 years (sources). Exposure to “high leverage” literacy experiences (i.e. oral language development, concepts of print, alphabet knowledge, phonemic awareness, etc.) in the early years are critical in forming a child’s life-long love of learning, self confidence of expression, and ability to self regulate while listening to others thoughts and opinions (National Early Literacy Panel Report, 2009). It is also important to note that these “high leverage” early literacy practices are best utilized by children when they are introduced via an “emergent” discovery process in the context of a high quality early childhood play-based environment as well as being explicitly taught via developmentally responsive small group facilitation, one-on-one coaching, and limited large group instruction (Epstein 2010, PLF 2008, ECERS).

Balancing Reading, Writing, and Listening and Speaking in the Early Childhood Classroom

Teachers and students explore the multiple strands of literacy development (reading, writing, listening and speaking) throughout the day, as literacy content is both explicitly taught, and emergently explored through the intentional planning and use of an integrated content environment, rich with language and literacy materials woven throughout the various content areas of the classroom (Epstien 2010, ECERS).

Targeted, direct instructional time in the three core areas of literacy is necessary to support early learners as they develop themselves into skilled and literate citizens of the classroom community. A balanced approach to direct instruction provides young children with the needed scaffolds of exposure and information they will need as they evolve into the next phases of their educational careers. In much the same way, provision of cross-content, inquiry-based environments equip young students with opportunities to take calculated risks, ask questions, and discover new realities with the support and encouragement of knowledgeable teachers who help our youngest students learn how to balance exploration and curiosity with self regulation and the ability to attend to tasks for longer periods of time.

A Balanced Approach to Literacy at the Elementary Level

It is important to note that Elementary Schools are structured differently than Middle and High Schools. We hold the same core principles for becoming literate across all grade levels. However, having a structural difference is crucial and ensures that students in Elementary Schools are given ample time to learn to read and write. For example, the "literacy block" in Kindergarten through 2nd grade is given a significant amount of time. This allows students to engage in multiple activities designed to develop the foundational skills that will support them as they engage in authentic opportunities for discourse, reading and writing. In 3rd, 4th and 5th grades, there is still a substantial literacy block in place, however, students are given even more time to engage in core subject matters such as history / social studies and science, continuing to build literacy skills in an authentic and meaningful way.

Essential Instructional Approaches: Reading, Writing, and Word Work at the Elementary Level

- ✓ In practice, a balanced approach to literacy incorporates key instructional approaches that, at the elementary level, are organized into three daily instructional blocks of time within the overall literacy block;
 - 1. **Word Work**
 - 2. **Reading Block** (sometimes referred to as Reading Workshop)
 - 3. **Writing Block** (sometimes referred to as Writing Workshop)

Proper instructional time in these areas is necessary in developing skilled and literate learners and instruction in these areas interact in service of each other.

Word work includes phonological awareness, phonics, and the study of word parts such as prefixes, suffixes, and root words. During this instructional block of time, students develop automaticity with sound/spelling correspondences and spelling patterns, improve auditory discrimination through phonemic awareness activities, and begin word study activities that increase reading fluency, improve writing and build vocabulary. Word Work is different at each grade level and according to student needs within each classroom. For example, there is a larger emphasis on phonological awareness and phonics in Kindergarten and First Grade, but, these skills might need to be reviewed and/or taught to older students if a diagnostic assessment indicates a need. Each teacher will need to consider his/her own grade level and students,

determine the instructional focus, and then allocate the appropriate amount of time for word work.

Reading activities include mini-lessons, modeled reading, shared reading, guided reading, and independent reading. Similarly, **Writing** activities include mini-lessons, interactive writing, shared and guided writing as well as independent writing. In our balanced approach to literacy we provide reading instruction that includes opportunities for all students to grapple with complex, grade-level text and content with appropriate scaffolding and support as needed. We also provide time for extensive student practice with relevant text at a student's independent level. Students are constantly engaged with texts and tasks that are motivating and authentic. Reading and writing skills are taught within the context of meaningful interactions with texts that elicit students' emotional and intellectual responses to ideas, characters, and events.

(Allington, 2006, Fountas and Pinnell, 1996; Schmoker, 2011, Shefelbine, Adams, 2012)

- ✦ In this context, we should remember the power of inquiry driven units of content-based study mentioned in Guiding Principal # 2:

Units of study, particularly when they are driven by essential questions such as "What is matter?" promote a spirit of inquiry and support the deeper learning and critical thinking goals of the new Common Core Content Standards. This alignment with the Common Core Standards is particularly strong when students acquire knowledge through the reading of rich and challenging text that supports Common Core Reading Standard 10: *Read and comprehend complex literary and informational texts independently and proficiently.* Inquiry coordinated around a central question leads to in-depth study of a topic with rich discussion and other engaging activities, for example an experiment exploring different states of matter. Both student tasks and challenging text become more meaningful because they answer a question students are interested in. And because such units are coordinated around an essential question, they promote vocabulary and language development by connecting them to a common "schema" of ideas for more powerful recall, deeper thinking and further learning. (Anderson, R.C., 1984a and Wiggins and McTighe, 2005).

Transitioning Elementary Schools to a Balanced Approach to Literacy

OUSD is moving forward in refining our balanced approach to literacy instruction. We are building upon the successes that we have experienced in past years while recognizing the need to improve our practices and learning outcomes for students. This document is meant to guide a school sites process in moving forward with a balanced approach to literacy.

Conditions for Success in Moving Towards a Balanced Approach to Literacy

- **An understanding of, and, effective teaching of the essential components of literacy instruction:** Oral language development, concepts of print, letter name knowledge, sight word knowledge, phonological awareness, phonics, fluency, vocabulary, reading comprehension, writing, spelling and grammar are all essential components of literacy instruction. A critical instructional understanding is that these components are taught explicitly and within the context of extensive opportunities for reading, writing and discussion.
- **Data-driven instruction:** Multiple data sources are utilized to create instructional learning paths for students in their literacy development. A crucial piece of data in a balanced approach is a student's **independent reading level.**
- **Classroom Instruction is Differentiated:** Instruction reflects a balance between whole-group instruction with appropriate scaffolds, small-group differentiated instruction and independent practice. Small-group differentiated instruction is especially important as a teacher must be able to plan and implement lessons for small groups of students while

- engaging the other students in meaningful and appropriate learning activities.
- **An understanding of the need for reading grade-level text *and* independent-level text:** Students need to have access to grade-level text (with appropriate scaffolding and background knowledge) and to grade-level tasks associated with that reading. In addition, students need opportunities to build their literacy skills with a "just right" book that is at their independent reading level.
- **An organized classroom / school resource room with leveled books:** Teachers and students need access to organized, leveled libraries to promote guided reading and independent-level reading.
- **Dedicated Time for Reading and Writing Workshop:** Students need more time to be engaged in authentic reading and writing tasks.

The following diagrams represent moving from a classroom centered on Open Court instruction to a classroom centered on a Balanced Approach to Literacy. Open Court instruction as we know it in OUSD, contains many elements of a Balanced Approach to Literacy. Open Court materials can and should be used in a Balanced Approach to Literacy. For example, the "Green Section" (especially the phonics section) is utilized in a Balanced Approach to Literacy and the Open Court anthology selections can be used as shared reading in a Balanced Approach to Literacy. A major shift in moving towards a Balanced Approach to Literacy is that there is considerably more time given to small-group differentiated instruction. Another prominent change is that dedicated time is given for students to read independent-level text in addition to grade-level text (with appropriate scaffolding and background knowledge).

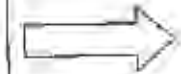
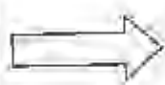
Literacy Approach with Open Court

- "Green Section," Preparing to Read**
- Phonological Awareness (including phonemic awareness)
 - Phonics and Fluency (including phonology and morphology)
 - Word Knowledge

- "Red Section," Reading and Responding**
- Read-Alouds
 - Whole Group Shared Reading of a Grade-Level Text with Print and Book Awareness, Background Knowledge, Vocabulary, Comprehension Instruction, Text Structures, Discussion and Written Responses
 - Inquiry and Investigation

- Workshop, Independent Work Time**
- Teacher is working on small-group differentiated instruction
 - Students are working independently on a variety of independent literacy (reading and writing) activities

- "Blue Section," Language Arts**
- Word Analysis (Vocabulary and Spelling)*Taught during Word Knowledge in a Balanced Approach
 - Writing Process and Craft with conferences
 - English Language Conventions



A Balanced Approach to Literacy

- Word Work**
- Phonological Awareness (including phonemic awareness)
 - Phonics and Fluency (can be whole group and/or differentiated)
 - Spelling (can be whole group and/or differentiated)
 - Word Knowledge (including phonology, phonetics syntax, semantics and

- Read-Alouds and Reading Mini-lessons
- Whole Group Shared Reading of a Grade-Level Text with Print and Book Awareness, Background Knowledge, Vocabulary, Comprehension Instruction, Text Structures, Discussion and Written Responses
- Small group, differentiated instruction built around a Guided Reading lesson with instructional-level text
- Students are working independently and in small groups with an emphasis on independent-level reading, discussion and responding

Includes activities that were typically found in "Red Section" and "Workshop" from OCR, a major addition is guided reading. Writing during this time is focused on short, responses to independent / guided reading books.

Writing Workshop

- Independent Writing, Writing Mini-lessons, Guided Writing in Small Group and Interactive Writing
- Writing Conferences
- Oral Language Development
- Grammar (called English Language Conventions in Open Court)

This is different from Open Court in that there is a larger amount of time dedicated to this task, with daily writing conferences and small group lessons

A Balanced Approach to Literacy at the Secondary Level

Similar to the balanced approach at the elementary level, literacy instruction is woven throughout all content areas at the secondary level. A key structural difference at the secondary level is that instruction is compartmentalized across the disciplines. This requires a shared approach to literacy development where all teachers have a role to play in students' understanding and use of reading, writing, listening, speaking, viewing, and thinking. This responsibility cannot solely rest on the English departments' shoulders.

In order to prepare students for college, careers and citizenship, we need to ask a different question when thinking about literacy development of adolescents: What will students need to know to become critical consumers of information and participate more fully in a technological world? (Schmoker, 2011). Improving adolescent literacy is a school-wide responsibility that needs a coordinated, sustained effort of all stakeholders in order to make 21st century literacy a reality.

Essential Instructional Approaches: Reading, Writing, Listening and Speaking at the Secondary Level

- ✓ The immense amount of reading and writing students must do to become truly literate requires us to appreciate the amount of time needed for students to be engaged with texts and tasks. Literacy activities must motivate and engage students by using authentic and high-interest themes and texts that build on students' relevant life experiences.

1. Explicit Teaching of Literacy Strategies for Reading, Writing and Discussion Before Reading, During Reading, and After Reading

- ✓ The role of the English teacher is to explicitly teach literacy strategies while addressing their specific content standards. This occurs through consistent incorporation of before, during, and after reading routines intended to scaffold students' access to text and extend their thinking and expression in speech and writing. Students engage in activities before reading to access prior knowledge and develop vocabulary and complex, content-related concepts so that new learning can take place. Establishing a purpose for reading is also a critical activity to motivate students throughout the reading. During the reading, graphic organizers and structured note-taking are used to help students organize their learning and thinking. Students are encouraged to monitor their comprehension and are held accountable for understanding the critical information. After reading, students engage in discussions and debates, both teacher led and student initiated, to critically examine the text. This leads to writing activities where student reference the text from their notes and discussions that have taken place. The writing process is used to further develop concepts and ideas that lead to published work.

2. Incorporation of Literacy Strategies Across All Content Areas

- ✓ Learning, in any subject, depends on and is enriched by engaged reading, writing, listening, speaking and viewing activities. Sharing a clearly defined set of core literacy strategies across all content areas allows students to transfer the strategies they learn in one class to comprehend the content in another. The strategies become part of the students' thinking and students apply these strategies when needed. Across all content areas, materials and instructional routines must engage the adolescent learner in contemporary, relevant, and interesting issues and texts that support their understanding of the content.

- ✗ Of critical importance beginning in middle elementary and continuing through college is the mastery of academic literacy, that is, proficiency in the land of reading, writing, listening and speaking that is required to construct the meaning of content-area texts. One essential aspect of academic literacy is fluency in the use of disciplinary language, defined as the vocabulary and forms of discourse

specific to different subject matter areas. For example, history typically employs a narrative form rich with cause and effect language, and qualified by skeptical reflections on the reliability of the narrative being presented. Systematically using and teaching disciplinary language is a critical strategy to ensure that our students are college and career ready.

3. **Accountable Independent Reading Every Day**

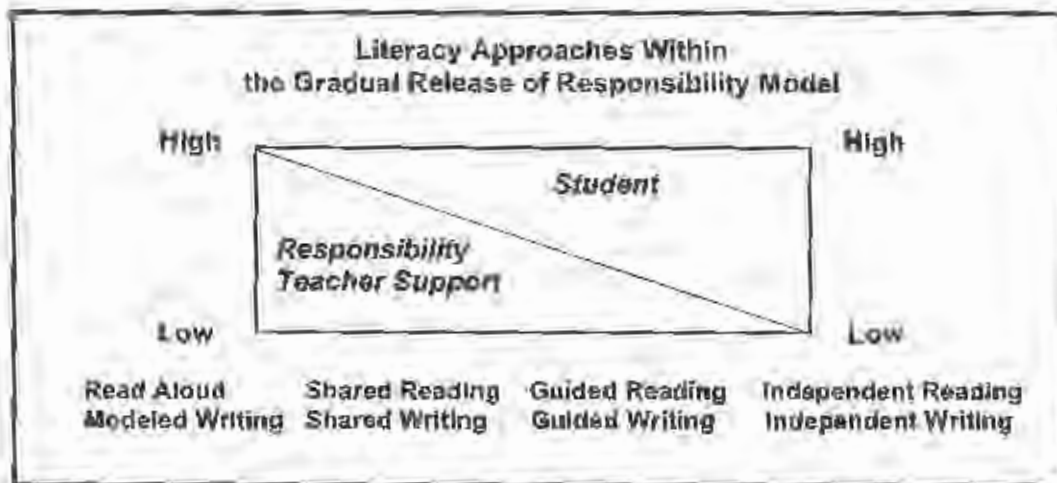
- ✓ Research shows that reading itself is perhaps the most important contributor to growth in reading ability (Ivey & Fisher, 2003). Therefore, daily instructional time must be dedicated to self-selected reading and school policies and procedures must support the use of this time. Motivating adolescents to read independently requires a large and varied classroom library with a ratio of 15–20 texts for each student (Taylor & Collins, 2003). Classrooms must be equipped with adequate reading materials that span difficulty levels and relate to students' interests. The teachers' role is to help students select reading materials and create a system to hold students accountable for completing and understanding their independent reading.

Balancing Modes of Instructional Delivery: To Students, With Students, By Students (at the PreK, TK, Elementary, and Secondary Level)

A balanced approach to literacy utilizes a variety of instructional delivery methods: whole group, small group, and individual work. Some activities are teacher directed and other activities are student directed, with teacher monitoring. The idea is to organize and balance literacy instruction according to students' needs and along a continuum of student independence. At one end of the spectrum are teacher directed activities with dependent readers while at the other end are student-directed activities that call for more independence.

It is common practice to see teachers working with small groups of students while the rest of the class is engaged in small, cooperative learning groups or independent work time. We must carefully consider these student-directed activities to ensure that the work being done is meaningful and high leverage. If not, students run the risk of "waiting to learn" when they meet with the teacher.

One key goal in balancing modes of instructional delivery is to provide a gradual release of responsibility over time as students master key skills and demonstrate readiness to move toward reading and writing more complex texts independently. Teachers balance high support activities with low support activities to begin the process of gradual release of responsibility.



(Fountas and Pinnell, 1996; Pearson and Gallagher, 1993)

Section 4: The Role of Technology and Libraries

Role of Technology and Library

Our students live in a digital world. They have instant access to a wealth of information and multimedia. They communicate, create, collaborate, and present while actively using technology. They are "digital natives," never knowing a time without cell phones, DVDs, social networking and search engines (Prensky, 2001). Growing up with these devices and resources does not mean that students automatically have the knowledge and skills to carefully evaluate information and make responsible, respectful and safe choices about how they use these digital tools. Students must be taught to seek diverse perspectives, gather, organize, validate, use information ethically and to responsibly use social media academically (AASL Standards for the 21st Century Learner, 2011). In OUSD, we must guide our students to become technologically literate and community-minded in order to thrive in our local and global economies.



Unique Opportunities

The ease and fearlessness of the use of technology tools in students' private lives can easily be mirrored in the academic setting. Community involvement in the process of providing rich supports to improve reading and digital literacy is essential for a balanced literacy approach.

The role of technology and Library use in creating a literate, civically engaged and thriving adult is an essential part of teaching, learning and achievement. This value is a driver for overall design of school and the schooling that occurs therein (Weston & Bain, 2009). The OUSD community systematically and deliberately applies this value to the complete picture of academic design. This value is embedded in decisions such as curriculum adoption, classroom design, professional practice, performance assessment, professional development, data driven instruction. The systemic, equitable and ubiquitous use of technology and library services in all schools and classrooms, help community members:

- Design and deliver curriculum
- Manage portfolios
- Enable research
- Inform classroom practice
- Gather and share feedback about practices and processes
- Engage parents and community stakeholder.

(Bain & Parkes, 2006; Bain, 2004)

Transforming schools into 21st century learning communities means recognizing that teachers must become members of a growing network of shared expertise (Fulton, Yoon, Lee, 2005) and to know how to use data to personalize instruction. This is marked by the ability to interpret data to understand student progress and challenges that drive daily decisions and to design instructional interventions to customize instruction for every students' unique needs. (OUSD Technology Plan, 2008) "Besides pedagogical support to help students use technology to reach learning goals, teachers also need time to become familiar with available products, software, and online resources. They also need time to discuss technology use with other teachers." (OUSD Technology Plan)

Teachers who receive timely and supportive professional development in technology and library services will be better equipped to use technology and these resources in their teaching. The professional development needs to be aligned with the effective teaching practices at the school site so the technology tools are not trained separately but are seen as a seamless means to delivering instruction. There has to be capacity at the school sites for the teachers to collaborate and train using the new tools in order to enhance their best teaching and learning practices in service of students. Adult educators must keep abreast of the technologies that students use easily and intuitively, and re-direct them to academic pursuits and applications

Unique Challenges

All OUSD students and teachers need access to quality online educational resources that consistently provide the access they need to build and complete their assignments. There is, however, an opportunity gap between students who get consistent high quality supports and those who do not. "Enormous energy is devoted in the US to discussions of the achievement gap. Much less attention, however, is paid to the opportunity gap—the accumulated differences in access to key educational resources—expert teachers, personalized attention, high-quality curriculum opportunities, good educational materials, and plentiful information resources—that support learning at home and at school." (Linda Darling-Hammond, 2010). In Oakland, between the years of 2007 and 2010, child poverty has increased more than 50 percent (Census Bureau, 2011). OUSD has confronted these inequities and is proving that all students—regardless of race, ethnicity, income, or background—can achieve at high levels when we provide them with the right opportunities. When local and district support of Library services is at its best it is supporting the critical elements of the infrastructure of the school, so that all students have equity of access to information, sufficient numbers of books and other materials, and a quality staff person who is capable of teaching the skills that contribute to the making of 21st Century skilled learners.

Instructional Implications

Access to quality school libraries, staffed by trained professionals can help students develop the skills and knowledge needed to achieve in a digital world. OUSD currently has a technology plan that is grounded and driven by rigorous academic goals aligned with the National Education Technology Standards for Students, Teachers and Administrators. These goals are determined by the skills needed to succeed in the classroom and the workplace:

- Science and mathematics skills, creativity, information and communication technologies skills and the ability to solve complex problems (Business-Higher Education Forum, 2005)
- Use technology as a comprehensive resource that supports and extends inquiry to
- Identifying technology applications and electronic learning resources and integrate them into their curricula and instruction, first in ELA and Math and then throughout the core content areas

Teachers should set academic learning goals for students that include "educational practices that have been transformed by technology, that accelerates differentiates, deepens, and most importantly maximizes the learning experience of all students" (Collins, 2001; Tomlinson & McTighe, 2008; Darling-Hammond, 2008; Slavin et al., 2001; Herrington & Kervin, 2007; Weston & Bain, 2010). Data literacy - the ability of instructional leaders and teachers to work individually and collectively to examine outcomes-based achievement data, formative assessment measures of student performance, and students' work products, and to develop strategies for improvements based on these data- is now widely recognized as a critical strategy in the academic performance of schools (Fullan, 1999; Haycock, 2001; Schmoker, 1999; Zalles, 2005)

True technology integration enables, empowers, and accelerates the teaching profession's core transactions and classroom learning experiences. When this happens, distinctions between computers and professional practice evaporate. Beginning with Preschool, students can create, share, publish and promote information that can be viewed online. Students can use educational search engines and create online surveys to research the amount of particulate matter in the air around schools and its effects on the number of pre-school and school-aged children with asthma in certain areas. They can then organize their results onto a social media platform and promote their findings in the form of an informational movie to be shown at a community engagement given at the school site.

Concluding Comments

Technology and Library focused instruction benefits our students because they enhance innovative teaching, including individualized and problem-based instruction, and more intellectually demanding work. Giving all students an equitable opportunity to succeed and become the kind of adult who is equipped with the literacy skills and technological knowledge that can contribute to their community.

Section 5: Considerations for Spanish Bilingual and Dual Immersion Programs

"Biliteracy, in this conception, is "the acquisition of a more comprehensive set of language skills" than simply reading and writing (Gutierrez, 1993, p. 85). It comprises not only oral and written communication, but also social and participatory norms around language use in given contexts and communities. One of the great potential benefits of dual language education for emergent bilingual students is that it opens possibilities for them to add the registers of schooling without requiring them to give up their home language and culture."

Audrey Lucero, University of Washington 2011

Considerations for Dual Language Programs

Dual Language programs enrich educational outcomes for students by allowing them to achieve academic mastery in two languages. Here we delineate the specific requirements and approaches that allow the attainment of that goal, referencing a rich body of research about these programs.

OUSD has experience and some notable successes implementing dual language. Our district is in a strong position to refine our program models, coordinate stronger logistical support and move ahead with an expansion of this powerful approach to language and literacy.

As we begin our discussion about the essential elements of dual language education, we wish to emphasize that all of the Literacy Framework Guiding Principles apply. Dual language programs aim for the same level of academic rigor as English-only programs, with the added benefit of literacy in two languages achieved through instruction in grade-level content aligned to grade-level standards.

I. Shared Features of all Dual Language Programs

Before we delve into the features of specific dual language program models, we begin by outlining their shared essential features.

A. Program Goals and Outcomes:

Students in dual-language schools will proficiently read, write, speak and comprehend text, demonstrating grade-level proficiency in all curricular areas in English and the target language. They will also develop a deep understanding of culture including the ability to show empathy and understanding towards cultures that are new to them. They will participate in the creation of meaningful relationships that leverage linguistic, ethnic and socio-economic differences as a strength.

B. A Minimum Kinder to 8th Grade Commitment:

Since research indicates that a full 6 to 8 years is required for grade-level competence to emerge (Lindholm, 2005), it is necessary to provide articulated program support through at least 8th grade, with ongoing development in the target language continuing in some form throughout high school. The program can be either K-8 at a site, or a K-5 with a clearly designated middle school to continue language development.

C. Language-Driven Literacy Instruction Across the Curriculum

We emphasized this point when discussing English Learners earlier in this framework. Since dual language programs are designed to bring students to grade level proficiency in two languages, leveraging opportunities for language development is critical, and requires demanding planning and implementation. In a dual language program, instruction in each language should reinforce instruction in the other in terms of literacy, content and language. Often grade levels are assigned certain content areas in certain languages. For example, 4th and 5th grade might be in charge of delivering science content in Spanish, while 6th grade follows by delivering science in English, with everything from vocabulary development to literacy tasks such as writing a report building consistently over time. This mutual reinforcement of the two languages of instruction may occur across the day and week, with work in each language extending work in the other.

Let us now sum up the points from the section on English Learners regarding language-driven instruction across the curriculum, elaborating to put these concepts in the context of dual language education:

- i. Provide Full Access to Grade-Level Text including making use of a clear and effective Before, During and After Reading routine to build background

knowledge, help students monitor comprehension and sort through difficult vocabulary, and create a structure for student discourse with scaffolds as needed.

- j. **Maintain a Language Focus across all Content Areas**, including high expectations for language use and proficiency, supportive and timely corrective feedback and development of every lesson with language demands and learning opportunities in mind.
- k. **Provide High Challenge and High Support**, including the creation of a safe supportive and interactive learning environment, structured interactions in which language plays a pivotal role in accelerating student learning with teacher assistance (referred to as "scaffolding") and timely removal of the scaffolds to hand responsibility over to the learner. Two-way dual language programs in particular should make sure they maintain a high standard for both languages that matches the expectations for grade-level academic language, and avoids the trap of over-simplifying language for the sake of making things comprehensible.
- l. **Shift Emphasis Between Content Demands (Difficult Concepts) and Language Demands (Difficult Language Structures)**. We teach difficult concepts and vocabulary from a grade-level text in a non-demanding, student-friendly format such as a background overview chart with pictures and verbal explanations. We teach difficult language structures, such as compare and contrast language, with a non-demanding, student-friendly concept like cats and rabbits. Once we have practiced both, we bring them together to talk about the grade level text using compare and contrast language.
- m. **Employ Strategies to Promote Engagement and Active Learning with a Strong Oral Language Component**. The dual language teacher in particular must strive to keep students engaged, and a big part of this engagement is giving students a chance to talk, and making sure the instruction delivered is comprehensible to them so that their competency in two languages continues to grow over time. Dual language instructors continually monitor student learning to answer the questions:
 - Do the students understand the purpose of the lesson?
 - Are they meeting the learning target for content?
 - Are they meeting the learning target for language?
- n. **Enable Students to Become Critical Readers of Text as well as Constructive Agents of Change (Guiding Principal 2)**, including extensive close reading and vigorous discussion of text in both language, texts and topics that are relevant to student's lives, an emphasis on active inquiry and action in their community, systematic instruction in utilization of all available information and learning resources, and the use of content-driven units of study, particularly when they are driven by essential questions such as "What is matter?" We have noted that such units promote a spirit of inquiry and support the deeper learning and critical thinking goals of the new Common Core Standards (Guiding Principal 2). Though it is possible to create successful dual language programs that do not embrace instruction based on content-driven units, such units solve two pressing instructional problems particular to dual language instruction:
 - They help teachers address the goal of grade level proficiency in two languages by saving time through the melding of content delivery, literacy development, and language development.
 - They make content interesting and cohesive so that students maintain the high level of engagement necessary to learn two languages.

- o. **Validate and Celebrate the Culture and Language of English Learners.** This is particularly important in dual language programs since maintaining the status of the target language is critical for sustaining interest and learning. Students naturally see English as the language of power and status; all authority figures and most pop culture icons use it. To nurture and sustain student enthusiasm for the target language, we must put practices in place that give the target language higher profile. For example:
 - i. Use the target language consistently during planned instruction time;
 - ii. Celebrate student use of the target language;
 - iii. Celebrate the beauty and opportunities for fun in the language;
 - iv. Highlight the target language's value and power by using it in assemblies, on the yard, in newsletters, etc.;
 - v. Include parents and community members who speak the target language in assemblies, class visits, etc.;
 - vi. Continually educate the community on the benefits of knowing the target language, and being bilingual and biliterate.

D. The Pivotal Role of English Language Development

ELD must be provided in a systematic way to English Learners in a dual language program. Often dual language programs have provided a form of ELD in which English Learners are mixed with native English speakers during ELD time, rather than being separated and leveled to receive more tailored instruction. The rationale for this approach is that native English speakers provide better English models, while melding ELD time with the teaching of content saves time and connects the learning of English to a relevant topic.

Interestingly, these two arguments run counter to our rationale for systematic, leveled ELD outlined in the English Learner section of this document. In any case, the importance of providing ELD that is at a student's level and tailored to students' specific language gaps should not be lightly dismissed. Dual language schools should ensure that formative data related to the ELD Standards is driving instruction to meet the needs of their English Learners. It is also important to remember that there are many ELD Standards that are very difficult to teach as part of a content unit. For example, the skills of properly introducing somebody to a friend or manipulating complex compound tenses are not easily or authentically taught in a science unit on matter. If a dual language site is not achieving a gain of one CELDT level per year for its English Learners, or if formative data indicates stagnating learning for ELs, the school needs to consider whether its ELD program is sufficient.

Finally, it is necessary to systematically monitor native English speaker's acquisition of the target language as well, using formative assessments to make instruction more tailored to the gaps of students acquiring the target language. Leveled instruction in the target language can be offered to native English speakers while leveled ELD is offered to English Learners, thus meeting the language development needs of both students. This dedicated time for native English speakers also has the benefit of increasing the status of the target language.

E. Language Proficiency and Knowledge Base of Staff

Dual language instructors must possess a special skill set. For example, a teacher instructing students in math in Spanish must have fluency in the domain specific language in Spanish. That teacher also must navigate skillfully the different cultures in her classroom to encourage engagement and create a supportive and safe environment that is necessary for learning to take place. At a minimum, a teacher working in a dual language program should possess the following attributes:

- The knowledge, flexibility and curiosity to nurture students from different cultures;
- A strong knowledge of the language of instruction. This often means the target language but there are also English-only teachers in dual language programs who team with their colleagues, and any teacher instructing in English also needs proficiency in academic English;
- A high level of skill and disposition for learning with other teachers to orchestrate the complex demands of multi-lingual instructional planning and implementation;
- A passion for biliteracy.

All of these skills are in addition to the skills of strong classroom management, content and pedagogical knowledge and a passion for children and learning that we expect from a teacher working in an English-only program.

It is the job of each site, the District and the teacher's union to make sure that staff placed at dual language sites have adequate training and skills to make the goals of dual language education possible. Dual language staff also need continual professional development sustained within and outside the site to keep up to date on language and pedagogy for dual language programs.

F. Clear Enrollment Policies and Proper Placement

Proper placement of students is critical, and improper placement has the potential to damage program integrity and student learning. Imagine the distress of an English-only third grader mistakenly enrolled in a classroom where half the instruction is in a language he does not understand. Now imagine the difficulty a teacher would face in supporting this student in this context.

The goal of achieving biliteracy for all students determines a number of specific enrollment protocols. For example, Two-Way Dual Language programs do not usually allow English-only students to enter after the first half of first grade, though they may allow a student who is already bilingual in English and the target language to do so. Two-Way Dual Language programs also need certain balances of language groups to function optimally, with each language group comprising at least a third of the total enrollment per class so that peers may learn language from each other.

In a One-Way Dual Language program, students without proficiency in the target language should not be enrolled because these programs are not designed to support an English-only student's acquisition of literacy in two languages.

Once a site has decided on a particular model, it must establish procedures and protocols related to enrollment that supports that model, and the District must help craft and implement these protocols. For example, if part of the vision of a school is to serve lower-income English-dominant neighborhood students, then enrollment protocols at the school and the Student Assignment Office should support that goal.

Additionally, proper placement depends on well-informed parents and guardians. It is very helpful to provide clear informational brochures and staff dedicated to explaining the model at the Student Assignment Office and the school site. Promotional community events to both celebrate the goals of the program and fully inform parents are also helpful.

G. A Shared Vision at the Site and within a School Community

Because of the inherent complexity of designing and implementing a dual language program, the school community must be fully apprised of the benefits of the program,

and support the program goals. This is the case whether the whole site is dual language, or whether dual language is a strand only at the site. (Howard et. al., 2005)

H. Clear assessment and Monitoring of Program implementation over Time

Further on in this document, assessment is addressed in detail. Meanwhile, dual language programs have specific assessment needs:

- Monitoring of English acquisition, particularly for English Learners, with formative assessments to tailor instruction
- Monitoring of target language acquisition, also with formative assessments to tailor instruction
- The use of shared assessments specific to dual language to measure progress within and across sites. For example, all Spanish/English dual language schools might choose to use the Diagnostic Reading Assessment to compare progress across sites, since this assessment exists in both Spanish and English
- Monitoring of program model implementation, with assistance from the District to determine the success of the program in terms of students' achievement, and to document how well the model is being implemented

II. Definition of Dual Language Program Models: Which Best Fits a Particular School?

Clear definition of program models enables consistency and clear communication within the school community and across the District. But we note that passionate arguments about which model is most effective sometimes take energy away from the more important task of ensuring that a model is well-implemented at a site and across a school district. Research shows that dual language education is associated with higher achievement in English Language Arts for English Learners, but it is less clear about which dual language models are the most powerful in this regard (Goldenberg, 2008). Choosing a model, in other words, does not guarantee success; success is achieved by setting high goals, monitoring rigorously and modifying implementation as necessary to ensure that the high goals are achieved. This requires an ongoing cooperative effort between the school site and the District that we have discussed above.

The selection of a model should be based on a well-informed dialogue involving the school community and District Leadership. As a site strives to define a "theory of action" to justify their selection of a model, they take into account such questions as:

- Is there sufficient population to support the chosen program? If the site chooses a two-way program, are there sufficient students from each language group (at least a third English dominant and a third target language)? If not, will outreach and education be enough to attract students to the program?
- If the school decides to do a one-way program, are there enough students to fill the program with students dominant in the target language (or strong bilingual in the target language and English)?
- How will English-only students be served if there is no space for them in the program?
- Does the model depend on literacy development for native English speakers happening at home in the early grades? If it is not happening for a particular student or group of students, what supports are in place?
- How does the model account for the higher mobility associated with economically disadvantaged students? If these students need to leave the program, will they be able to function in an English-only setting?
- Will the entire school implement the dual language model, or will the dual language model exist as a strand within the school? If so, how will the school maintain cohesion, particularly among the teaching staff and students?

In sum, individual sites and their communities, in cooperation with District leadership, should make choices about models with a theory of action in mind that explains why a particular model promotes success for the specific students and families who form the school community.

Now let us define three different models of dual language education that a site might choose: One-Way Dual Language, Two-Way Dual Language and Foreign Language Immersion.

A. One-Way Dual Language

In a One-Way Dual Language model, all students enter the program dominant or strongly bilingual in a target language other than English. Since there is only one language group, it is referred to as "one-way." The instruction is carefully designed to systematically develop literacy in both languages. A 50/50 model may be used, providing 50% instruction in each language beginning in kindergarten, with target language instruction in some cases tapering off but still maintained in middle and high school. Higher percentages of the target language may also be used in the early grades. Special attention is paid to students' acquisition of English.

One critical issue for One-Way Dual Language sites to ponder is the importance of integrating children from different language and ethnic groups. Ideally, students in One-Way Dual Language programs will enjoy exposure to the rich linguistic and cultural diversity that are readily available in OUSD, and implied in a multi-lingual educational model. There are many ways to structure purposeful and regular interactions among different language and ethnic groups, both within a school and/or across neighboring sites.

B. Two-Way Dual Language: 90/10 and 50/50

In a Two-Way Dual Language model, two different language groups begin kindergarten (or preschool) together: students dominant in a language other than English and students dominant in English. The instruction is carefully designed to systematically develop literacy in both languages, partly by using the language competencies of each group as an asset to develop bilingualism and biliteracy.

Over time, Two-Way Dual Language programs in the U.S. have favored two different models. The most popular is the 90/10 model, with about 2/3 of the over 200 Immersion programs in California following this model. In a 90/10 model, students in kindergarten receive 90 percent of their instruction in the target language (for example, Spanish, or Mandarin) and 10 percent of their instruction in English. As they move up the grades, more English is added, with language use achieving a 50/50 balance by 4th and 5th grade. The percentage of instructional time dedicated to target language instruction often diminishes somewhat in Middle and High School as content area learning demands in English increase. In the 50/50 model, equal amounts of target language and English instruction occur beginning in kindergarten, with these percentages maintained through 5th grade, and some possible tapering off of target language instruction in middle and high school.

OUSD utilizes both the 90/10 model and the 50/50 model. While research is not definitive on whether one model is more effective than the other, variations in outcomes across schools for the same model indicate that quality of implementation of either model is the more important factor. It can also be argued that different models work better in some contexts, but not so well in others (Lindholm, et. al., 2005). That makes the presence of both models in Oakland a benefit because it gives our schools the option to choose the model that is best-suited to their communities.

1. Rationale for the 90/10 Model

The rationale for emphasizing the target language so strongly in the early grades is as follows:

- a. It provides sufficient language practice in the target language for the English-dominant students

- b. It provides sufficient primary literacy support in the target language, especially for students dominant in the target language who come from an economically disadvantaged background
- c. It heightens the prestige of the target language, leading to higher levels of acquisition
- d. Some research suggests that if ELs stay in the program long enough (six years or more), they will overcome early lags in English acquisition and outperform students in English-only settings on English Language Arts (Thomas and Collier, 2004).

Since there is a high percentage of instruction in the target language in the 90/10 model, language development in English must be well-monitored, particular attention must be paid to development of English language and literacy with the specific needs of individual students and student groups in mind.

Rationale for the 50/50 Model

The rationale for providing equal amounts of English and the target language from the beginning of the program is in the early grades is as follows:

- a. The 50/50 model allows time to teach reading in English as well as Spanish in the early grades.
- b. When substantial numbers of English-only students in a Two-Way Dual Language program do not arrive at school with developed reading skills in English, teaching reading in English directly to these students is critical. Indeed, it is just as critical as teaching Spanish reading to Spanish-dominant students who do not arrive at school with Spanish developed reading skills (see letter b in 90/10 rationale above).
- c. Research shows that there is no detriment to providing reading instruction in phonics and decoding before English Learners reach competence in conversational English (August, D. and Shanahan, P, 2006).
- d. If a student has to move out the school or even the District, he may be moving into an English-only school setting where English reading skills will be needed immediately. Both English Learners and English-only students will be better prepared for this possibility if they have knowledge of English reading from early on, and this can be provided in the 50/50 model. If the historical pattern at the school shows a high number of transfers, the 50/50 model may be more appropriate.
- e. Staffing of the 50/50 program is more flexible since more teachers can be English only as they team teach with their grade-level colleagues who are experts in the target language.

In the 50/50 model, since not as much time is dedicated to the target language, special attention must be paid to maintaining the status of the target language, and monitoring its acquisition.

C. Foreign Language Immersion

As of the writing of this document, there are no programs of this type in OUSD, though some sites have expressed interest in this approach. In a Foreign Language Immersion program, there are no English Learners, but rather English only students "immersed" in the target language, for example Spanish or Mandarin. Therefore, the programs do not seek to leverage the language capacity of English Learners who speak a given target language. Instead, the teacher is the primary Spanish language model. The advantage of this type of program is that it does not require the careful balancing of different language groups as in the two-way dual language model. The disadvantage is the lack of language teaching from English-dominant

peer to target-language-dominant peer which can be structured into the instruction of Two-Way Dual Language programs.

III. Concluding Comments

As OUSD builds upon its successes in dual language education, refining models and implementation and extending biliteracy to more students, we will depend upon the vigorous participation of parents, community, District leadership, teachers, principals, researchers and providers of professional development. Dual language education continues to be one of the strongest options for getting our students truly prepared for college and career.

Section 6: Assessments



Assessment is an integral part of teaching and learning. Assessment in the area of literacy, in particular, is dynamic and often complicated. Literacy assessment includes multiple measures: phonological awareness, knowledge of the alphabetic principle, phonics and vocabulary, assessment of fluency levels, reading levels with comprehension, writing, standards-based assessments, and the list goes on and on. The variety of literacy assessments that we utilize serve three primary purposes: **universal screenings, summative information sources, and formative information sources.**

Regardless of the complexity associated with this task, literacy assessment must not simply serve as a process for measuring progress or as a means for evaluation; it must ultimately be used to improve teaching and student learning (Fisher and Frey, 2007). In order to do this, teachers must use the data from assessments to examine how and what they teach, making adjustments when needed. Students must also be involved in the process. They must be aware of what they are expected to know (teachers must explicitly convey these expected learning outcomes) and they must be given timely feedback with clear next steps for achieving the learning outcomes (Marzano, 2007). Assessment information needs to be shared with student's families and caregivers. Students need well-informed support systems to assist them in the process of becoming literate learners who are prepared for college and career.

Universal Screenings

Universal Screenings are assessments that are given to all students. These assessments are designed to determine a student's developmental level in relation to an established benchmark or learning standard. Screenings are typically given early on in the academic year and two or three times thereafter during the remainder of the year. These assessments provide valuable information for determining instructional support throughout the course of the year. Universal screenings are followed by diagnostic assessments for students who need extra support in reaching the established benchmark or standard identified by the screenings. In addition, follow up assessments in the form of progress monitoring allow us to track a student's growth towards reaching the established benchmark or standard. Several commonly used universal screenings in OUSD are: the Desired Results Developmental Profile (DRDP) Language and Literacy Measures (Pre-K & School Readiness Tools, CDE), the Dynamic Indicators of Basic Early Literacy Skills or DIBELS (Kindergarten and 1st grades) and the Scholastic Reading Inventory or SRI (2nd - 12th grades).

Summative Assessments

Summative assessments are the assessments given at the end of a unit, year, or some other pre-determined, long term, time frame. These comprehensive assessments can be teacher created or can be created at the district, state, or national level. Summative assessments are assessments *of learning* and are generally used to show growth towards a set of grade level goals and to track the overall effectiveness of instruction. Sometimes summative assessments are used for grades and promotion (Fisher and Frey, 2007) as is the case with the California High School Exit Exam (CAHSEE). Interim, OUSD Benchmark Assessments and the California Standards Test (CST) are other examples of summative assessments.

Formative Assessments

Formative assessments are usually thought of as the frequent, ongoing assessments that are utilized throughout a unit of study. These assessments are most likely created by a classroom teacher or a grade level team. These ongoing assessments allow teachers to check for understanding and to adjust instruction (Fisher and Frey, 2007). Ultimately, formative assessments are assessments *for learning*.

The term **checking for understanding** is sometimes used synonymously with the term formative assessment. Effective teachers utilize regular, frequent, checks for understanding

throughout a lesson and throughout a unit to provide evidence of student learning. This seemingly simple, yet powerful use of assessment is essential for both teachers and students. Teachers need to know if students are responding to the instruction and students need to monitor their own learning to see if they are meeting the learning outcomes that teachers are expecting them to attain (Fisher & Frey, 2007; Schmoker, 2011).

Interestingly, almost all assessments can be considered formative in nature. For example, the District Benchmark Assessments administered throughout the school year are summative assessments. However, the teacher should use the results to identify areas where students need further instruction, making the assessment formative as well. Ultimately, what determines whether an assessment is formative is what the teacher chooses to do with it. This being said, there is a large body of research that supports the frequent use of formative assessment that informs teaching and learning, starting with teachers and educators of children in the earliest years of a child's life (California Infant Toddler and Preschool Learning Foundations (standards) and the Desired Results Developmental Profile for Infants and Toddlers, Preschoolers, and School Readiness (CDE).

Assessment Formats

It is important to carefully consider the formats we are utilizing in our approach to assessment. In 2010 the state of California adopted the "Common Core Content Standards for English Language Arts." In addition, the State Department of Education adopted the California Preschool and Infant Toddler Learning Foundations in 2008. These foundations and standards define what students should know and be able to do, emphasizing the use of quality assessments to provide evidence of student understanding.

California has partnered with the SMARTER Balance Assessment Consortium (SBAC) in a move to align our state assessment system to a renewed emphasis on the role of assessment in encouraging higher-order thinking and reasoning. In order to do this, our state assessment system will consist of more constructed-response and performance-based task assessments in addition to multiple choice questions. It is also noteworthy to mention the proposed use of computer adaptive assessments within the context of state testing. These computer adaptive assessments will allow us to receive timely feedback and to place students on a learning continuum in relation to reaching an assessed benchmark or standard. Our students need to be comfortable and familiar with the use of computers for a variety of purposes, including assessment.

Teachers need a set of tools to provide them with "evidence that students are developing a sophisticated understanding of the curriculum over time" (Fisher and Frey, 2007). This necessitates the use of a variety of assessment formats to accurately capture that understanding. Wiggins and McTighe (2005) offer the following categories of assessment formats that should be used to create balance in our approach towards assessment:

- **Performance Tasks:** Ranging from short term tasks to multi-staged projects these assessments are aimed at engaging students in real life and simulated tasks that are rooted in authentic, complicated challenges
- **Academic Prompts:** Rooted in the idea of "constructed responses" (as opposed to selected responses) these tasks require critical thinking and can range from short answers to essays
- **Quiz and Test Items:** Usually consist of "selected response" items (multiple choice, true-false, matching) but can include short answer questions, are best for assessing factual information, concepts and skills
- **Informal Checks for Understanding:** Ongoing, used throughout the instructional process, these assessments include questions, discussion, examining student work etc.

It is imperative that our district-level assessment system is in alignment with this shift towards a balance of varied assessment formats (Tankersley, 2007). We strive to utilize our writing assessments as open ended performance based assessments. Our current standards-based, Interim assessments (also known as benchmark assessments) are selected response (multiple choice), however, these assessments will be revised to include more constructed response items and performance tasks. Teacher-created assessments should also reflect a balance of varied assessment formats. At the classroom level, teachers utilize selected response formats, oral assessments, short answer "exit tickets," project-based assessments, group presentations, and other forms of constructed responses to capture the integration of skills and higher order thinking.

Assessment and the Cycle of Inquiry

Whenever feasible, assessments should be embedded within the curriculum, as part of an ongoing inquiry cycle that provides useful data and helps teachers effectively design future lessons to teach or re-teach content. In OUSD, we commonly create formative assessments in grade level and/or content area teams for this purpose. These assessments are referred to as **common formative assessments** and are an integral part of planning and reflecting. These assessments are a powerful way for teams of teachers to examine students learning and reflect upon their own teaching in the context of a professional learning community (DuFour, 2008). Teachers also thoughtfully examine the results of universal screenings and summative assessments on a regular, ongoing basis within this context. Teachers are constantly learning from each other in this interactive and insightful process of inquiry.

As teachers engage in these cycles of inquiry around student data, they are involved in true "professional learning" within the context of where they work (Fullan, Hill, Crevola 2006). These cycles of inquiry around data must also include feedback for students. In this way, students are able to set their own goals, increasing motivation and creating conditions for their success (Marzano, 2007).

Bringing It All Together

The OUSD approach to assessment recognizes the importance of quality screenings and summative assessments as well as formative assessments. Moreover, we know that assessment of student learning should utilize multiple formats in order to accurately inform instruction and learning. It is imperative that teachers, students and families are aware of the data and use the data to reflect upon and improve teaching and learning. A coherent set of assessments is essential in the alignment of curriculum and instruction throughout the district, in service of preparing all students ready for college and a career.

CHAPTER 3

WEAVING IT ALL TOGETHER – DEVELOPING AN INFRASTRUCTURE TO SUPPORT HIGH QUALITY LITERACY INSTRUCTION

*In addition to having high quality literacy instructional strategies, it is important to create school cultures and structures which allow high quality teaching and learning to happen. Three important structures designed to support literacy development are quality **professional learning opportunities**, a robust **professional learning community** and a well-structured **response to intervention process**. These structures do not work in isolation, instead these structures are aligned to support the same outcome of providing quality, intentional and targeted instruction for all students (Buffum, Mattos, and Weber, 2009; Fullan, Hill and Crévola, 2006)*

Section 1: Professional Learning

Section 2: Professional Learning Communities

Section 3: Response to Intervention

Section 1: Professional Learning

As is the case in all professions, principals, teachers and other staff need to develop and refine their knowledge and skills. This is especially true for teachers of English Language Arts. Teaching students to read and write and preparing students to engage in high level discussions is complicated and requires constant learning, reflection and refinement on the part of the professionals who are preparing students for the literacy demands of college and careers. Professional development refers to the learning opportunities that educators have to advance their knowledge and skills.

Quality professional development is essential for supporting principals, teachers and staff in the advancement of effective pedagogy and content knowledge in the area of literacy. In OUSD, we believe that professional development must be in alignment with and in service of the guiding principles outlined previously in this literacy framework. In addition, professional development has to be job-embedded within the context of instruction and student learning. Ultimately, professional development must lead to professional learning and result in a knowledge base and high-yield strategies that support all students in reaching their learning goals (Fullan, Hill and Crevola, 2006).

There are two main avenues for professional learning:

1. **Independent learning opportunities** that educators plan for themselves, which can take place within or outside of the school site or district
2. **Collective learning opportunities** that are planned for groups of educators, whole staffs and often for all educators in the district, these opportunities may take place at the school site or district level.

As mentioned above, many opportunities for professional learning take place at the district level. These opportunities are thoughtfully and intentionally chosen to be in alignment with district goals and vision, the OUSD Framework for Professional Development, Guiding Principles for Literacy and the Standards for Professional Learning (from Learning Forward). These opportunities are rooted in models of adult learning theory and are designed to share research, models of exemplary practice and issues of curriculum, pedagogy and instruction (Elmore, 2006). In addition, these opportunities are embedded in the context of student learning and are intended to support and build upon practices at the site level. District-level professional learning opportunities cannot exist in isolation; it must be integrated into the learning that takes place at the site level.

Most professional learning opportunities, for teachers, occur at the school site level. Each school site develops a Community Schools Strategic Site Plan (CSSSP) which outlines a well-articulated plan for addressing student needs based on data. This plan guides the professional learning opportunities at the site in all areas including literacy. In alignment with this document, principals, teachers and staff focus on literacy-based curriculum, pedagogy and instruction within the context of student learning at the site and classroom level. At the site level, there are daily learning opportunities for individual teachers and teams of teachers to learn and reflect upon their practices. Teachers must have regular times set aside to interact with each other with a focus on instructional practices in service of student learning (Fullan, Hill and Crevola, 2006).

Finally, professional learning opportunities have to be sustained over time, allowing for cycles of inquiry around the practices that are being developed to support student learning. It is not wise or effective to jump from one initiative to another without thoughtful reflection

upon the effectiveness of the implemented practices. Professional learning must have built-in processes for planning, implementing, and reflecting upon literacy practices that support student learning, beginning with our youngest students until they graduate college and career ready.

Insert the Standards for Professional Learning (Learning Forward)

Section 2: Professional Learning Community

A crucial, school-site level structure for supporting professional development and professional learning is the professional learning community. The professional learning community creates a collaborative structure in which teachers examine their practice in relationship to student learning. The professional learning community model assumes that the core mission of formal education is not simply to ensure that students are *taught* but to ensure that they *learn*. This simple shift—from a focus on teaching to a focus on learning—has profound implications for schools.

The school staff asks itself:

- What school characteristics and practices are most successful in helping all students achieve at high levels?
- How could we adopt those characteristics and practices in our own school?
- What commitments would we have to make to one another to create such a school culture and community of practice?
- What indicators could we monitor to assess our progress?

When the staff has built shared knowledge and found common ground on these questions, the school has a solid foundation for moving forward with its improvement initiative.

According to Richard DuFour (2004), as a school moves to improve teaching and learning, every professional in the building must engage with colleagues in the ongoing exploration of four crucial questions that drive the work of those within a professional learning community:

- *What do we want each student to learn?*
- *How will we know when each student has learned it?*
- *How will we respond when a student experiences difficulty in learning?*
- *What will we do next when they master it? How will we advance and differentiated instruction for advanced learners?*

When a school begins to function as a professional learning community, teachers often become aware of a lack of a coordinated strategy to respond when some students do not learn. The staff addresses this problem by designing strategies to ensure that struggling students receive additional time and support, no matter their grade or their teacher. In addition to being systematic and school-wide, the professional learning community's response to students who experience difficulty is:

- **Timely.** The school quickly identifies students who need additional time and support.
- **Based on intervention rather than remediation.** The plan provides students with help as soon as they experience difficulty rather than relying on summer school, retention, and remedial courses.
- **Directive.** Instead of *inviting* students to seek additional help, the systematic plan *requires* teachers and students to devote extra time and focus during the school day to those areas where students are still struggling until they have mastered the necessary literacy skills and concepts.

Section 3: Response to Intervention

A timely, intervention-based, directive approach to helping struggling students is achieved through a Response to Intervention model. Response to Intervention (RTI) supports academic, behavioral and community needs within general education through systems of data analysis, problem solving, instruction and intervention. RTI is not a program but a process, a way to identify who is at-risk, why they are struggling, and how we can support them as a community. RTI is often represented by a "pyramid of interventions" that go from high-quality first instruction to smaller and smaller groupings with increasing intensity of instruction at each level.



At each level of intensity, or Tier, teachers examine student *data*, *collaborate* with other staff and community members, and target specific skills for *instruction and intervention*. These three elements constitute the structure of the RTI process. For RTI implementation to work well, *data*, *problem solving collaborative teams*, and *instruction and intervention* must be implemented with fidelity and rigor.

THE THREE BIG IDEAS OF RTI

Idea #1: Data

Data is the driving force behind an effective Response to Intervention process. Assessments must be efficient, accurate and immediately applicable to student learning. State testing and District Benchmark data can tell us *who* is falling behind, but not necessarily *why*. Through a systematic process of universal screening, diagnostic assessment and progress monitoring, we are able to determine *why* a student is not learning, connect their difficulties directly to targeted interventions, and adjust instruction and intervention immediately as student needs change.

- **Universal screening:** A general measure given to all students targeting basic skills in an academic area or behavior. These assessments are quick and easily administered. They are often described as "taking a temperature" or "pointing us in the right direction" regarding a student's school success.
- **Diagnostic assessment:** Diagnostic assessments provide an in-depth assessment of specific skills, telling us where the gaps are and where to focus instruction. This assessment data can be used to plan specific, targeted interventions.
- **Progress monitoring:** A quick measure given to students receiving intervention designed to evaluate the effectiveness of instruction and intervention and determine if students are learning the intended skill. Formative assessments (assessments that can be used to immediately *inform* instruction) may serve as one type of progress monitoring.

Idea #2: Problem Solving

Some students struggle in predictable ways, others present complex challenges. When we are having difficulties figuring out how to help one or more students, we need the help of a Problem Solving team. Here are a few different types of Problem Solving teams; these teams likely already exist in some shape or form within school sites.

Professional Learning Communities (PLC):

This first type of problem solving team was discussed at length previously. PLCs emphasize student learning, closely examining student data and performance to determine who is responding to instruction and strategically intervene when students are not responding. Creating a school culture where teachers constantly engage in a problem solving process to identify the best ongoing supports for students is paramount to success.

Coordination of Services Team (COST):

COST is a team of educators and support staff, including the principal, which meets regularly to review referrals for struggling students. Referrals are discussed and handed over to the appropriate support staff member(s) such as the intervention specialist, nurse and/or psychologist. The COST monitors which students are receiving which support as well as its effectiveness, which is then communicated to the teacher(s), parent(s), or other provider(s).

Student Study Team (SST):

An SST is a school site team that includes the parents or guardians and the student in a positive, problem solving process, focused on supporting one specific student. At this meeting, home, school and community come together to ensure all student needs are being met: academic, social, emotional and behavioral. This team varies from COST in that it is focused on one student and actively involves the parents and community in developing appropriate supports.

Professional Learning Community (PLC)	Coordination of Services Team (COST)	Student Success Team (SST)
	Tier 2 Some Students	
<p>PLC is a group of educators working collaboratively in ongoing processes of collective inquiry and action research in order to achieve better results for the students they serve, (Richard and Rebecca DuFour). Creating a school culture where teachers constantly engage in a problem solving process to identify the best ongoing supports for students is paramount to success. "RTI is a verb, not a noun."</p>	<p>COST is a team of educators and support staff, including the principal, that meets regularly to review referrals for struggling students. Referrals are discussed and handed over to the appropriate support staff member. This team often focuses on many students at once. The COST team is aware of the resources on a school and community level and ensures that the school is matching its resources to the needs of the students.</p>	<p>SST is a school site team that includes the parents and the student in a positive, problem solving intervention process. At this meeting, home, school and community come together to ensure the student's needs are being met: academic, social, emotional and behavioral. It serves as a way to brainstorm, document and track the interventions used to support a student at home and school</p>

Idea #3: Intervention

The purpose of intervention is to target specific skill needs of students so that they are able to access core curriculum. Intervention may increase in time, intensity, and specificity based on data collected from Progress Monitoring tools.

Tier 1: Quality Core Instruction and Differentiated Instruction

Quality core instruction is at the heart of Tier 1. Teachers design and teach thoughtfully-constructed lessons and constantly check for understanding throughout the process. When students receive quality "first teaching," the number of students needing intervention is greatly reduced. All Tier 1 interventions happen within the core classroom during the regular instructional block and are available to all students as needed. Tier 1 interventions are also often referred to as *differentiated instruction*.

Tier 2: Core and More

At any given time, some students will need something more than what a teacher is able to give within the context of the regular classroom period. In addition to the supports within Tier 1 and the general classroom, a student may require more intensive intervention: *more intensive* means more time, more specific feedback and a smaller group.

Tier 3: Core and Even More or a Core Replacement

A small percentage of students will continue to struggle even with targeted Tier 2 instruction. If a student does not make progress after a reasonable amount of time, Tier 3 interventions may be considered. This level of intervention is intensive and individualized to the student need. Again, *more intensive* means more time, more feedback and smaller groups with a highly trained teacher. In some cases, schools may offer a full intervention curriculum as a replacement for the core curriculum. These intervention curricula are designed to accelerate learning to help students meet grade level standards. This option must be used judiciously and prudently with clear criteria for exiting from this program as a student meets his/her learning goals. As is the case with all intervention, students, parents and caregivers must be well-informed throughout this process.

WHAT DOES EFFECTIVE LITERACY INSTRUCTION AND INTERVENTION LOOK LIKE ACROSS THE GRADES?

At any grade level, the *data, problem solving and intervention* elements of RTI are critical; however, these systems may look different depending on the grade level or structure of the school. The text below is meant to guide a school's thinking in developing systematic, intentional and targeted instruction and intervention for all students.

At all times it is important to remember that the Tiers are *cumulative*: they add onto each other to enhance learning in the classroom, not in lieu of the classroom. The Tiers are also more fluid than is implied by 1, 2, 3: the following is meant to guide thinking, not to imply hard and fast rules. Responding to student needs in the most effective and efficient way possible is crucial.

Pre-K

Response To Intervention (RTI) in the youngest years of a child's academic career is much more focused on "prevention" than it is on "intervention", particularly when it pertains to formal academic content areas like reading and math. Content specific skills and dispositions are just beginning to emerge at the ages of 3-5, and there is a deep responsibility on the part of teachers and families to help support and frame the development and expression of language(s), literacy, and numeracy in ways that both engage and empower our youngest students. Specifically in regards to early literacy, educators (and families) can use the following research-based framework as a precursor to the more formalized intervention strategies of RTI. Indeed, this is a framework that could also be used through elementary, middle, and high school.



The Teaching Pyramid:



- Building Positive Relationships
- Implementing Classroom Preventative Practices & Classroom Design
- Using Social-Emotional Teaching Strategies
- Planning Intensive, Individualized Interventions

Socio-emotional literacy, and formal reading, writing, listening, and speaking forms of literacy are inextricably tied. Facilitating the discovery between feelings and words for young children serves a dual purpose in the early education classroom:

- a) children are better able to describe their emotions and challenges with adults and peers, benefiting the academic development areas of Language, Vocabulary, and Listening and Speaking
- b) reduces a child's need to express challenging behavior, as they are being given the tools, strategies, and supports that enable them to effectively communicate and self-regulate strong emotions in a group setting; thereby reducing the need for individual interventions.

As mentioned in the July 2003 issue of *Young Children* (NAEYC), "The Teaching Pyramid: A model for supporting social competence and preventing challenging behavior in young children", authors Lise Fox, Glen Dunlap, Mary Louise Hemmeter, Gail Joseph, and Philip Strain share write, "Key emotional literacy skills include being able to identify feelings in self and others and act upon feelings in appropriate ways." By providing children with highly intentional socio-emotional supports – that are linked to content literacy goals – students are much more likely to be successful in accessing formal teaching, and much less likely to need RTI supports in early elementary or beyond.



Tier 1: High-Quality Core Instruction, Differentiation and Collaboration

Data: Universal Screening

When students first enter a classroom, it is important to get to know each of them and assess their skills in an efficient and accurate manner. Universal Screening for literacy means quickly assessing students' abilities in one or more of the following areas as is appropriate for the grade level¹:

1. Phonological Awareness
2. Decoding and Phonics
3. Fluency
4. Vocabulary
5. Comprehension
6. Writing

Across the district, schools are using a variety of tools to screen students. The following skill-based screening tools are widely used and available, though others may serve the same purpose:

- Dynamic Indicators of Basic Early Literacy Skills (DIBELS) - www.dibels.org
- Scholastic Reading Inventory (SRI)

¹ Young students may only need to be screened in the areas of phonological awareness and decoding as this is their main learning task, while older students may only be screened in the areas of Comprehension and Writing since it is assumed that the majority of students have the more basic skills.

Open writing prompts

Problem Solving: Professional Learning Community

Within Tier 1, the Professional Learning Community is the major problem solving team. Within the PLC, screening data is analyzed for patterns of difficulty and success for the whole class to determine how to differentiate instruction to best meet the needs for all students.

Intervention: Differentiated Instruction and Small Group Instruction

As teachers examine their screening data during PLC meetings, they may identify specific skill needs for different groups of students. Variations in teaching during whole class instruction may help meet some of these needs, while other needs must be addressed during small groups.

Workshop is a general term used for the 45–60 minute block of small group instruction during language arts. During this time, teachers work with small groups of students on targeted skills while other students are engaged in authentic literacy activities. Groups needing more support may work with the teacher a few times a week, while groups needing just a little boost or enrichment may work with the teacher once each week. These groups are also opportunities to “catch up” students who missed a single concept or a few days of school.

Tier 2: Targeted Intervention

Students not making adequate progress in Tier 1 are provided with additional, increasingly intensive instruction matched to their needs on the basis of levels of performance and rates of progress based on progress monitoring data. The structure of interventions may vary but should seek to install confidence in the learner, provide high quality reading practice and opportunities for students to process and internalize skills and strategies so that they are developing automaticity.

Data: Diagnostic Assessment

When students are not succeeding with Tier 1 interventions, additional information is needed about their skills. Diagnostic assessment reveals the discrete skills students need within the larger screening areas of reading and writing. For example, a diagnostic assessment may reveal that, within the category of Phonemic Awareness, a student lacks the specific skill of Phoneme Substitution.

Examples of diagnostic assessments currently used by elementary schools include:

CORE Phonics Survey

Basic Phonics Skills Test

Diagnostic Reading Assessment

Qualitative Reading Inventory

Problem Solving: Coordination of Service Team (COST)

COST teams are becoming more and more common at elementary schools. The team works together to identify the student's needs and match him or her with the best intervention(s) for those needs. The multiple voices at the table help to gain a larger perspective on possible explanations for the difficulties as well as coordinate multiple supports for a single student. Since this team looks at multiple cases at once, the COST is often able to identify school-wide patterns that may inspire changes in programming or allocation of resources to be more efficient and reach more students. For forms and processes, go to www.ousd.k12.ca.us/RTI under the Problem Solving tab.

Intervention: Core and More

At Tier 2, students continue to receive strong core instruction as well as more intensive, targeted intervention. Many of the struggles our students face are common: for example, many students struggling to read in elementary school have difficulties with phonemic awareness. Therefore, it

is possible to create systematic, standardized small groups to support classroom (Tier 1) learning. Increasing intensity of intervention is happening at elementary schools in a number of ways.

In one scenario, an intervention specialist may be used to pull students from multiple classes with similar needs. These intervention groups are in addition to regular classroom instruction and are skill-specific. Alternatively, a school may increase the intensity of the small group structure mentioned above. Instead of organizing workshop within a single classroom, teachers in the same grade or one grade apart may hold a coordinated workshop time where students change classrooms based on need. For example, within the first grade, a smaller group of students who are struggling may be sent to the first grade teacher most highly skilled in reading instruction while a larger group of more proficient and independent readers are sent with another first grade teacher for more independent workshop time.

When students enter Tier 2, they are *progress-monitored* approximately every two weeks to ensure they are improving in the target skill area; for example, students may be given a timed nonsense-word decoding task to measure improvement in their phonics skills. (See www.dibels.org for an example of progress-monitoring tools.)

Many schools are becoming creative with ways to target the needs of their students. More intensive intervention does not necessarily mean "with someone else". **More intensive means more time, more feedback, smaller group and a highly trained teacher.** While one single teacher may not have all the time and training needed to teach every student every day, as a community we have what we need to reach all our students.

Tier 3: Intensive, Individualized Intervention and Support

Students not making adequate progress in Tier 2 are provided with even more intensive interventions either in small group or individually.

Data: More Diagnostic Assessment

At Tier 3, students may be given additional, more fine-grained assessment to determine more specific skill needs. **Additional assessment in other areas may also be beneficial; for example, looking further into a child's behavior, mental health and home situation may help the analysis of their scores.** At this level, a teacher or intervention specialist may ask for consultation with Special Education staff that may have additional tools or resources to help determine the exact needs of the student. This can be done through consultation, observation and screening without having to go through a full formal Special Education evaluation.

Problem Solving: Student Study Team (SST)

The SST is critical for determining a specific student's needs and ensuring everyone is on board to support him or her. As mentioned above, this team focuses on one student at a time and formally involves the parent or guardian in the plan. An SST may be held for a variety of reasons (i.e. to build relationships with families, create a behavior plan, discuss absences, etc.); however, within the RTI framework, SSTs are held for students who have been through many interventions but we are still unsure *why* they are not making sufficient progress.

The information collected at the SST is used to specifically pinpoint the reason why a child is not making sufficient progress and to develop a plan to intervene. This may involve multiple supports at home and in the school, and in multiple areas of the child's life such as academics, behavior and community. Within RTI, a follow-up SST within 6-8 weeks is recommended to ensure a student is progressing towards their goals and further investigate ways to support him if he is not progressing.

Intervention: Strong Core and Even More

At Tier 3, students continue to receive strong core instruction, now with more information about their needs as provided by the SST, as well as more intensive, targeted intervention. Students at this level meet in very small groups or individually with a highly trained teacher working on targeted discrete skills. At this level, the Resource Specialist and School Psychologist may be consulted to help inform intervention and coach teachers through different ways to approach student needs. At this level, students are progress-monitored weekly to ensure the intervention is working and help guide the teacher's instructional decisions.

Students who do not achieve the desired level of progress in response to these targeted interventions may then be considered for a comprehensive evaluation and considered for eligibility for special education services under the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004). The data collected during Tiers 1, 2, and 3 are included and used to make the eligibility decision.

Response to Intervention at the Secondary Level

The most critical piece of creating an RTI system at the secondary level is the Master Schedule. By its nature, an RTI structure provides *timely* intervention in a *systematic* and *flexible* way; therefore, we must be able to place students immediately into intervention at the first sign of difficulty and exit them from intervention when they meet their goals. The need for flexible scheduling within the secondary context is challenging but possible. OUSD is committed to developing quality instruction and interventions at all three tiers in order to move students toward college and career readiness. In order to achieve this goal, we will need to adopt new practices around the use of time, organizing personnel, and creating the structures so that it is possible to address the needs of all secondary students.

Tier 1: High Quality Instruction and Differentiation

Data: Universal Screening

At the secondary level, students must understand increasingly complex text. Therefore, Universal Screening most often includes comprehension and vocabulary measures, along with a writing prompt. The tools currently being used throughout the district are:

- Scholastic Reading Inventory (SRI)
- CORE Multiple Measures
- AIMSweb measures - www.aimsweb.com
- Open writing prompts

These measures help teachers to (1) determine the overall comprehension, vocabulary and writing skills for each class and (2) identify students who are far below the rest of the class for further assessment and possible intervention. Depending on the need and resources at a site, Fluency measures may also be used at the screening level of data collection.

Problem Solving: Professional Learning Communities (PLC)

Within Tier 1, the PLC is the major problem solving team. This team, as described above, provides a space for educators to look at data, discuss students, and develop solutions for patterns of problems. At the secondary level, teachers may meet in grade level teams or in departments, both of which are beneficial for examining student patterns and consulting with other educators.

Intervention: Small group, skill-based instruction

Using the data collected through the universal screening process and analyzed by the PLC, teachers may group students within the classroom for specific skill practice. During independent practice, some students may be pulled together with the teacher to target difficult areas. For example, a teacher may assign a writing prompt to the class to work on independently, then pull aside a small group to work on vocabulary development.

As additional data is collected from formal and informal measures, the teacher and PLC again examine the patterns of student performance and make decisions about who needs what type of support. Groupings are meant to be flexible and fluid, responsive to students' changing needs.

Tier 2: Targeted Intervention

Students not making progress within Tier 1 may need additional time and intensity. The Master Schedule becomes critical at this point: many schools design an intervention/enrichment period that is meant to be flexible, allowing students to enter and exit as they need help and then meet their goals. An example of this type of schedule may be found at www.ousd.k12.ca.us/RTI under the Home Grown and Growing tab.

Data: Diagnostic Assessment

When students are not succeeding with Tier 1 interventions, additional information is needed about their skills. Diagnostic assessment identifies the discrete skills students need to access the curriculum. For reading instruction, the Building Blocks of Reading Proficiency (available at www.ousd.k12.ca.us/RTI) identify the specific skills under the screening categories (Phonemic Awareness, Decoding, Fluency, Vocabulary and Comprehension) that may be areas of concern for struggling students. For example, a diagnostic assessment may reveal that, within the category of Vocabulary, a student lacks knowledge of roots, prefixes and suffixes.

Examples of diagnostic assessments currently used by secondary schools include:

- CORE Phonics Survey
- Diagnostic Reading Assessment
- Words Their Way Vocabulary Assessment
- Qualitative Reading Inventory

Problem Solving: Coordination of Services Team

Many secondary schools collaborate with a number of outside organizations providing mental health, physical health, after school, mentoring, or tutoring services, in addition to having internal supports such as special education staff and literacy coaches. These support staff members are critical for the direct support they provide as well as their potential as a resource for problem solving. The COST at the secondary level meets weekly to discuss new referrals and follow up on previous cases. It is not necessary for every support staff member to be present; a representative from each area or a liaison to the various supports will suffice for the purpose of this team. Some schools find less members actually make for a more efficient meeting.

Intervention: Core and More

Students in Tier 2 interventions receive targeted instruction in addition to their core classes. During the intervention/enrichment block, students in need of intervention attend a class geared towards their specific skill need. For example, one class may address vocabulary building while another class will address multisyllabic decoding skills. Looking at the data from the screening and diagnostic assessments, teachers create their Tier 2 intervention focus based on the patterns they see. During the intervention, students are progress-monitored to ensure they are improving in the target skill area. After approximately 6-8 weeks, or at the end of the marking period, student progress is analyzed to determine who needs additional intervention or who can exit

intervention and attend an enrichment class instead. In this manner, no student gets "stuck" in a remedial class and students may enter the class mid-year if needed.

With all students receiving something "different" it is also important to consider the social-emotional impact of being in an intervention class instead of an enrichment class. Teachers have found that when they speak candidly to their students about their skill needs, let them know that we (the teachers) can help them with those skills, and that this is a time-limited endeavor, students are very willing to attend intervention. When a positive culture is created around the intervention classes, students often choose to stay as they experience more success in reading or other skills. Still, some students need extensive intervention but would also benefit from exposure to the enrichment classes. For these students, the 6 week flexible scheduling allows them to have a period "on" and a period "off" of intervention so that they may participate in all the school has to offer.

Tier 3: Intensive, Individualized Intervention Support

Data: More Diagnostic Assessment

At Tier 3, students may be given additional, more fine-grained assessment to determine more specific skill needs. Additional assessment in other areas may also be beneficial; for example, looking further into a child's behavior, mental health and home situation may help the analysis of their scores. At this level, a teacher or intervention specialist may ask for consultation with Special Education staff that may have additional tools or resources to help determine the exact needs of the student. This can be done through consultation, observation and screening without having to go through a full formal Special Education evaluation.

Problem Solving: Student Study Team (SST)

The SST is critical for determining a specific student's needs and ensuring everyone is on board to support him or her. As mentioned above, this team focuses on one student at a time and involves the parent or guardian in the plan. An SST may be held for a variety of reasons (i.e. to build relationships with families, create a behavior plan, discuss absences, etc.); however, within the RTI framework, SSTs are held for students who have been through many interventions but we are still unsure why they are not making sufficient progress.

The information collected at the SST is used to specifically pinpoint the reason why a child is not making sufficient progress and to develop a plan to intervene. This may involve multiple supports at home and in the school, and in multiple areas of the child's life such as academics, behavior and community. Within RTI, a follow-up SST within the 6-8 weeks is recommended to ensure a student is progressing towards their goals and further investigate ways to support him if he is not progressing.

Intervention: Core and Even More or Core Replacement

If a student is not progressing at Tier 2, interventions may be intensified to better target their needs. Tier 3 means more time, smaller group and a more highly trained teacher. Many schools utilize before and after school programs in addition to in-school support to meet this level of need.

At the secondary level, Tier 3 may also mean a replacement curriculum. In place of the regular English class, students attend an alternate class with a specialist in reading who uses an intervention curriculum designed to accelerate learning and help students meet grade level standards. As with all interventions, the goal is to provide students with the skills they need to learn successfully in the regular classroom. Student progress at this level is monitored weekly to ensure the intervention is working, to make changes as applicable, and to exit the student as soon as s/he is able to access the regular curriculum and return to the classroom.

Conclusion: Key Implementation Issues

In order for a school to truly grasp the Response to Intervention process, a few significant conceptual, cultural, and structural shifts are necessary:

1. **Collective Belief in Students' Ability to Learn.** The key to helping all students learn to be critical readers and writers is a belief in their ability to overcome their current level of achievement. This belief fuels our actions in explicitly guiding each student through systematic, intentional instruction, and interventions to accelerate learning. This isn't that is about the individual beliefs of teachers, but should be something discussed as a faculty so that everyone is on the same page with their commitment to going the distance with students who have traditionally been underserved such as African American boys, English learners, and older struggling readers.
2. **Creating a Master Schedule that Allows for Intervention and Re-Grouping.** A major expectation in RTI is that students move through the tiers based on their need. Schools need to support this movement through its structures and master schedule, so that teachers have the ability to move students out of Tier 1 (general classroom) into Tier 2 services and once students have made progress in Tier 2 interventions, back into the general classroom (Tier 1).
3. **Consistent Use of Data for Instructional Decision Making.** Within an RTI structure, teachers will have to shift from thinking about their instructional delivery task as covering the scope and sequence of the curriculum to seeing instructional delivery as a type of inquiry cycle, using feedback loops in the form of screening, diagnostic and progress monitoring assessments to inform you of whether students are learning. The essential question is always: is the student learning? If not, why? Where is the glitch? Then the task is to close that learning gap by adjusting what is taught, how it is taught or when it is taught.
4. **Increased Collaboration of General Ed Teachers and Special Ed Teachers.** Within RTI general education teachers and special education teachers are natural allies and collaborative partners. They can offer each other consultation on ways to deliver instruction to support students at the first sign of challenges.

APPENDICES

MOVING TOWARDS A BALANCED APPROACH TO LITERACY

OUSD is moving forward in refining our balanced approach to literacy instruction. We are building upon the successes that we have experienced in past years while recognizing the need to improve our practices and learning outcomes for students. This document is meant to guide school sites' process in moving forward with a balanced approach to literacy.

Conditions for Success in Moving Towards a Balanced Approach to Literacy

- **Effective teaching of literacy instruction based on an understanding of literacy's essential components:** Oral language development, concepts of print, letter name knowledge, sight word knowledge, phonological awareness, phonics, fluency, vocabulary, reading comprehension, writing, spelling and grammar are all essential components of literacy instruction. A critical instructional understanding is that these components are taught explicitly and within the context of extensive opportunities for reading, writing and discussion.
- **Data-driven instruction:** Multiple data sources are used to create instructional learning paths for students in their literacy development. A crucial piece of data in a balanced approach is a student's **independent reading level**.
- **Classroom instruction is differentiated:** Instruction reflects a balance between whole-group instruction with appropriate scaffolds, small-group differentiated instruction and independent practice. Small-group differentiated instruction is especially important because a teacher must be able to plan and implement lessons for small groups of students while engaging the other students in meaningful and appropriate learning activities.
- **An understanding of the need for reading grade-level text and independent-level text:** Students need to have access to grade level text (with appropriate scaffolding and background knowledge) and to grade-level tasks associated with that reading. In addition, students need opportunities to build their literacy skills with a "just right" book that is at their independent reading level.
- **An organized classroom/school resource room with leveled books:** Teachers and students need access to organized, leveled libraries to promote guided reading and independent-leveled reading.
- **Dedicated time for reading and writing workshop:** Students need more time to be engaged in authentic reading and writing tasks.

The following diagrams are an attempt to represent a move from a classroom centered on Open Court instruction to a classroom centered on a Balanced Approach to Literacy. Open Court instruction, as we know it in OUSD, contains many elements of a Balanced Approach to Literacy. Open Court materials can and should be used in a Balanced Approach to Literacy. For example, the "Green Section," especially the phonics section, is used in a Balanced Approach to Literacy. The Open Court anthology selections can be used as shared reading in a Balanced Approach to Literacy. A major shift in moving towards a Balanced Approach to Literacy is that there is considerably more time given to small-group differentiated instruction. Another prominent change is that time is dedicated for students to read independent-level texts (with appropriate scaffolding and background knowledge) in addition to grade-level texts.

Literacy Approach with Open Court

"Green Section," Preparing to Read

- Phonological awareness (including phonemic awareness)
- Phonics and fluency (including phonology and morphology)
- Word knowledge

"Red Section," Reading and Responding

- Read-Alouds
- Whole-group shared reading of a grade-level text with print and book awareness, background knowledge, vocabulary, comprehension instruction, text structures, discussion and written responses
- Inquiry and Investigation

Workshop, Independent Work Time

- Teacher is working on small-group differentiated instruction.
- Students are working independently on a variety of independent literacy (reading and writing) activities.

Language Arts

- Word analysis (vocabulary and spelling)
- Writing process and craft with conferences
- English language conventions

A Balanced Approach to Literacy

Word Work

- Phonological awareness (including phonemic awareness)
- Phonics and fluency (can be whole group and/or differentiated)
- Spelling (can be whole group and/or differentiated)
- Word knowledge (including phonology and morphology)

This is primarily the same work that takes place during the OCR "Green Section" with the addition of Spelling.

Reading Workshop

- Read-Alouds
- Reading mini-lessons
- Whole-group shared reading of a grade-level text with print and book awareness, background knowledge, vocabulary, comprehension instruction, text structures, discussion and written responses
- Small group, differentiated instruction built around a guided reading lesson with instructional-level text
- Students are working independently and in small groups with an emphasis on independent-level reading, discussion and responding.

Includes activities that were typically found in "Red Section" and "Workshop" from OCR, a major addition is guided reading. Writing during this time is focused on short, responses to independent/guided reading books.

Writing Workshop

- Independent writing, writing mini-lessons, guided writing in small group and interactive writing
- Writing conferences
- Oral language development
- Grammar (called English language conventions in Open Court)

This is different from Open Court in that there is a larger amount of time dedicated to this task, with daily writing conferences.

References

- Academic English Mastery Program (AEMP). (2009). Los Angeles Unified School District. Los Angeles, CA: Author.
- Ainsworth, Larry. (2010). *Rigorous curriculum design*. Englewood, CO: Lead + Learn Press.
- Allington, R. (2006). *What really matters for struggling readers*. Boston, MA: Pearson Education.
- Anderson, R. C. (1984a). Role of the reader's schema in comprehension, learning, and memory. In R. C. Anderson, J. Osborn, & R. J. Tierney (Eds.). *Learning to read in American schools: Basal readers and content texts*. Hillsdale, NJ: Lawrence Erlbaum Associates.
- August, D. and Shanahan, P (2006). *Developing Literacy in Second-Language Learners: Report of the National Literacy Panel on Language-Minority Children and Youth*. Mahwah, NJ: Lawrence Erlbaum Associates.
- Beck, I. and McKeown, M. (2007). Increasing Young Low-Income Children's Oral Vocabulary Repertoires through Rich and Focused Instruction. *The Elementary School Journal*, 107, 251-271.
- Black, P. and William, D. (1998). Inside the black box: Raising standards through classroom assessment. *Phi Delta Kappan*, 80(2).
- Buffum, A., Mattos, M., Weber, C. (2009). *Pyramid Response to Intervention: RTI, Professional Learning Communities, and How to Respond When Kids Don't Learn*. Bloomington, IN: Solution Tree.
- California Common Core Content Standards (2011). Retrieved from http://www.scoe.net/castandards/agenda/2010/ela_ccs_recommendations.pdf
- Campione, J. (1981). *Learning, academic achievement, and instruction*. Paper delivered at the Second Annual Conference on Reading Research of the Study of Reading, New Orleans.
- Cazden B. (2001). *Classroom Discourse: The Language of Teaching and Learning*. Portsmouth, NH: Heinemann.
- Chall, Jean (1995). *Stages of Reading Development*. New York, NY: McGraw Hill.
- Common Core State Standards. (2011). Retrieved from <http://www.corestandards.org/assets/CCSS%20Standards.pdf>
- Conley, D. (2005). *College knowledge: What it really takes for students to succeed and what we can do to get them ready*. San Francisco, CA: Jossey-Bass.
- Cunningham, A. E., & Stanovich, K. E. (2003). Reading matters: How reading engagement influences cognition. In D. Lapp & J. Flood (Eds.) *The handbook of language arts*, (pp. 666-675). Mahwah, NJ: Erlbaum.
- Darling-Hammond, L. (2000). Teacher quality and student achievement. A review of state policy evidence. *Education Policy Analysis Archives*, January 1.
- Delpit, L. (1995). *Other people's children: cultural conflict in the classroom*. New York, NY: New Press.

- Delpit, L. (2002). *The Skin That We Speak: Thoughts on Language and Culture in the Classroom*. New York, NY: New Press.
- Dufour, Richard and Rebecca (2008). *Revisiting professional learning communities at work: New insights for improving schools*. Bloomington, IN: Solution Tree.
- Dutro, S. and Levy, E. (2009). *The focused approach to constructing meaning: explicit language for content instruction*. E.L. Achieve.
- Dutro, Susana and Moran, Carol (2002). *Rethinking English Language Instruction: An Architectural Approach*. La Jolla, CA: California Reading & Literature Project; Santa Cruz, CA: Educational Partnership Center, University of California at Santa Cruz.
- Fountas, I. C., & Pinnell, G. S. (1996). *Guided Reading: Good first teaching for all children*. Portsmouth, NH: Heinemann.
- Fullan, M., Hill, P., Crevola, C. (2006). *Breakthrough*. Thousand Oaks, CA: Corwin Press.
- Freire, Paulo (1968, 1975, 1993). *Pedagogy of the Oppressed*. New York, NY: Continuum Books.
- Gadsden, V. (ed). (1991) Literacy and the African American learner. *Theory into practice*, 31 (4), 275.
- Gay, G. (2000). *Culturally Responsive teaching: theory, research, & practice*. New York: Teachers College Press.
- Gersten, R. and Baker, S. (2000). "Effective instruction for the English-language learner: What we know about effective instructional practices for ELLs," *Exceptional Children*, 66(4), 454-470. Arlington, VA: The Council for Exceptional Children.
- Giroux, H. (1981). *Ideology, Culture and the process of schooling*. Philadelphia, PA: Temple University Press.
- Goldenberg, Claude (2008). "Teaching English Language learners: What the research does—and does not—say," *American Educator*, Summer, 2008. Washington, D.C.: American Federation of Teachers.
- Gutierrez, K. (2008). Developing a sociocritical literacy in the third space. *Reading Research Quarterly* 43(2), 148-164.
- Green, L. (2002). *African American English, a linguistic introduction*. New York, NY: Cambridge University Press.
- Hawley, Willis D. and Valli, Linda (1999). "The essentials of effective professional development: A new consensus. In Linda Darling-Hammond and Gary Sykes, *Teaching as the learning profession: Handbook of policy and practice*. San Francisco, CA: Jossey-Bass.
- Hollie, S., Coventry, A. (2008). "Teaching situational appropriateness and the use of protocols for responding and discussing. Los Angeles, CA: Center for Culturally Responsive Teaching and Learning.
- Hollie, S. (2012). *Culturally and linguistically responsive teaching and learning, classroom practices for student success*. Huntington Beach, CA: Shell Education.

- Hollins, E.R. (1996). *Culture in school learning: Revealing the deep meaning*. Mahwah, NJ: Erlbaum.
- Howard, E., et. al. (2005). *Guiding Principles for Dual Language Education*. Washington, D.C.; Center for Applied Linguistics
- Irvine, J. Jordan, (2003). *Educating with a cultural eye: Chapter 4 – caring, competent teachers in complex classrooms*. Washington D. C. OECD
- Ladson-Billings, G. (2009). *The dream-keepers; successful teachers of African American children*. San Francisco: Jossey-Bass.
- LeMoine, N. (2001) Language variation and literacy acquisition in African American students, chapter in literacy in African American communities, (eds) J. Harris, G. Kamhi, & K. Pollock. New Jersey: Lawrence Erlbaum Assoc.
- Lindholm-Leary, K. L. (2005). *Review of Research and Best Practices on Effective Features of Dual Language Education Programs*. San Jose, CA: San José State University
- Lyman, F. (1981). "The responsive classroom discussion: The inclusion of all students." *Mainstreaming Digest*. College Park, MD: University of Maryland.
- Marzano, R., Pickering, D. and Pollock, J. (2001). *Classroom Instruction that works*. Alexandria, VA: ASCD.
- Marzano, R. (2004). *Classroom management that works: research based strategies for every teacher*. Alexandria, VA: ASCD.
- Marzano, R. (2007). *The art and science of teaching*. Alexandria, VA: ASCD.
- Moll, L., González, N., and Amantí, C. (2005). *Funds of knowledge: Theorizing practices in households, communities, and classrooms*. Hillsdale, NJ: Lawrence Erlbaum Associates Inc.
- National Center for Family Literacy. (2003). *Foundations in Family Literacy*. Louisville, KY: Author.
- National Institute of Health. (2000). *Report of the National Reading Panel. Teaching children to read, an evidenced-based assessment of the scientific research literature on reading and its implications*. Washington
- National Institutes of Health. (2010). *Improving mother's literacy skills may be the best way to boost children's achievement*. Washington : GPO.
- Nieto, S. (2000). *Affirming diversity*. New York: Longman.
- Paarson, P. D., & Gallagher, M. C. (1983). "The instruction of reading comprehension," *Contemporary Educational Psychology* 8, 317-344.
- Popham, W. J. (2011). *Transformative assessment in action*. Alexandria, VA: ASCD.
- Schmoker, M. (1999). *Results*. Alexandria, VA: ASCD.
- Schmoker, M. (2011). *Focus*. Alexandria, VA: ASCD.
- Schoenbach, R., Greenleaf, C., Oziko, C. & Hurwitz, L., (1999). *Reading for understanding, a guide to improving reading in middle and high classrooms*. San Francisco, CA: Jossey-Bass.

Shefelbine, John, and Adams, Marlin, et. al. (2011). *Results: Academic language and literacy K-6*. La Jolla, CA: California Reading and Literature Project.

Shepard, L. A. (2000). The role of assessment in a learning culture. *Paper presented at the Annual Meeting of the American Educational Research Association*.

Siah, S. (1998). "Vocabulary Development." Volume 2 in the series from *Reading Research to Practice*. Cambridge, MA: Brookline Books.

The Strategic Literacy Initiative. (2011) *Reading apprenticeship framework: The personal and social dimensions*. WestEd, Retrieved from <http://www.wested.org/california/pnnt/docs/ra/approach.nfm>

Tankersley, K. (2007). *Tests that teach*. Alexandria, VA: ASCD.

Tatum, A. (2005). *Teaching reading to black adolescent males, closing the achievement gap*. Portland, ME. Stenhouse Publishers.

Tatum A. (2009). *Reading for Their Life: (Re)Building the Textual Lineages of African American Adolescent Males*. Portsmouth, NH: Heinemann.

Collier, V. P. and Thomas, W. P. (2004). *The Astounding Effectiveness of Dual Language Education for All*. Fairfax, VA: George Mason University

United States. Workforce Investment Act (WIA). (1998) Title II, the Adult Education and Family Literacy Act. Washington: GPO.

Valdés, Guadalupe (1996). *Con Respeto: Bridging the Distances Between Culturally Diverse Families and Schools: An Ethnographic Portrait*. New York, NY: Teachers College Press.

Vygotsky, L.S (1978). *Mind in Society: The Development of Higher Psychological Processes*. Cambridge, MA: Harvard University Press.

Walqui, A. and van Lier, L. (2010). *Scaffolding the academic success of adolescent English language learners*. San Francisco, CA: WestEd.

Wiggins, G. and McTighe, J. (2005) *Understanding by Design*. Alexandria, VA: Association for Supervision and Curriculum Development.

Wong-Fillmore, L. (2002). *What teachers need to know about language*. Washington, DC: Department of Education. (ERIC Document Reproduction Service No. ED 990 008).



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Thriving Students.

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Welcome to the Assessment

The OUSD Assessments Office supports schools and education partners by providing a reliable and equitable assessment system that prepares our students for college, career and community [opportunities](#) following graduation from an OUSD school.

This site contains important information for parents and [charter schools](#).

OUSD Site Testing Coordinators will find key assessment resources on the OUSD Assessments Intranet Site.

General Testing Information:



Elementary School



Middle School



High School

Contact Us:

Email	testing@ousd.org
Phone	510-879-2286
Fax	510-879-2336

Oakland Unified School District

Administrative Regulation

AR 1312.4

Community Relations

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682, 4683)

1. Textbooks and instructional materials

- a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- b. A pupil does not have access to instructional materials to use at home or after school.
- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- d. A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

2. Teacher vacancy or misassignment

- a. A semester begins and a teacher vacancy exists.
- b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignments)

3. Facilities

- a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including but not limited to gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained schools restroom means a school restroom has been cleaned or maintained regularly, is fully operational, and has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. (Education Code 35292.5)

Open Restrooms means, except as necessary for pupil safety or to make repairs, the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. (Education Code 35292.5)

4. **California High School Exit Examination (CAHSEE) Intensive Instruction and Services (*Valenzuela Settlement*)**

A pupil, including an English learner, who has not passed the exit exam by the end of grade 12 was not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d) (4) and (5) after completion of grade 12 for two consecutive academic years or until the pupil has passed both parts of the exam, whichever comes first. (Education Code 35186).

(cf 6162.52 – High School Exit Examination)
(cf 6179 – Supplemental Instruction)

Filing of Complaint

A complaint alleging any condition(s) specified in Education Code 35186 shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or designee of the Superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his/her authority. He/she, or where applicable, the Superintendent or his or her designee, shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

All copies of Williams Uniform Complaint Procedure (UCP) complaints and responses shall be forwarded to the Superintendent or designee (Office of the Ombudsperson) as soon as possible.

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to the complaint, the principal or where applicable, the Superintendent or his or her designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant as indicated on the complaint form. At the same time, if the principal makes this report, the principal or designee shall report the same information to the Superintendent or his or her designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of the complaint by the principal, or the Superintendent or his or her designee, he/she has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facility condition that poses an emergency or urgent threat to the health or safety of pupils as described in item #3a above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee has the right to file an appeal to the State Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

(cf. 1540 - Access to District Records)

Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Governing Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR 4686)

Forms and Notices

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. However, complainants need not use the district's Williams complaint form to file a complaint. (Education Code 35186)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

In order to identify appropriate subject of complaint, a notice shall be posted in each classroom in each school in the school district notifying parents, guardians, pupils and teachers of the following:

1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each pupil, including English learners, must have a textbook or instructional material, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary

teachers. The teacher should have the proper credentials to teach the class, including the certification required to teach English learners, if present.

4. Pupils, including English learners, who have not passed one or both parts of the high school exit examination by the end of grade 12 are to be provided the opportunity to receive intensive instruction and services for up to two consecutive academic years after the completion of grade 12.
5. A complaint form can be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>.

Legal Reference:

EDUCATION CODE

12411 County superintendent of schools, duties

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School Accountability Report Card

35186 Williams uniform complaint procedure

35292.5 Restrooms, maintenance and cleanliness

37292.5 Supplemental instruction based on failure to pass exit exam by end of grade 12

48985 Notice to parents in a language other than English

60119 Hearing on sufficiency of instructional materials

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures, especially

4680-4687 Williams complaints

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/ed/ce/wr/index.asp>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

02/18/05; 10/14/05A, 12/05/05A, 08/03/07A, 04/21/08A

WILLIAMS UNIFORM COMPLAINT PROCEDURES (WUCP)

For complaints concerning lack of textbooks or instructional materials, teacher vacancy or misassignment, unsafe conditions of school facilities, unclean bathrooms and/or CAHSEE Intensive Instruction and Services.

These procedures are required to be posted in the main office of each school as well as at the district office. The Notice of Complaint Rights (E1) is required to be posted in every classroom of every school.

Williams UCP Administrative Regulation 1312.4

[\[English\]](#), [\[Spanish\]](#), [\[Chinese\]](#), [\[Vietnamese\]](#), [\[Cambodian\]](#) (doc)

Williams UCP Notice to Parents, Guardians, Pupils and Teachers 1312.4 (E1): Complaint Rights

[\[English\]](#), [\[Spanish\]](#), [\[Chinese\]](#), [\[Vietnamese\]](#), [\[Cambodian\]](#) (doc)

Williams UCP Complaint Form 1312.4 (E2):

[\[English\]](#), [\[Spanish\]](#), [\[Chinese\]](#), [\[Vietnamese\]](#), [\[Cambodian\]](#) (doc)

Memorandum

To: Principals, PEC Teacher Leaders

From: Laurie Panther, Teaching & Learning - Special Education Manager
Ramona Burton - Director of State and Local Assessment

RE: **District and State Assessment Guidelines, Grades K-5**

The purpose of this memo is to provide elementary sites with additional guidance regarding SPED/PEC student participation in required district and state assessment.

Assessment Objectives

- Improve student participation rates
- Collect assessment data to determine program/assessment needs related to future accommodations and modifications.
- Collect feedback regarding how to improve district assessment program.

Assessment Codes

As of the 2015-16 school year, students in Elementary SDC classes have new codes in Aeries ([Attachment A- see PEC Student Scheduling Guide](#)). These codes comply with IDEA regarding non-disclosure of disabilities.

1. **District:** These codes are how we distinguish who to include/exclude for district licensing, reporting, and ordering printed assessments
2. **State:** These codes are how we distinguish who to include for ordering state assessment materials

Approved Testing

	Resource RSP	SDC - Mild/Moderate L1 - formally NSH	SDC - Severe/Moderate L2 - formally SH
DISTRICT Attachment B	All students required with IEP supports	All students required with IEP supports, modifications, accommodations	None
STATE Attachment C	All students required with IEP supports	All students required with IEP supports, modifications, and/or accommodations	CELDT with IEP supports and/or modifications CAA ELA & Math CAPA Science with accommodations
PEC	Woodcock Johnson4 (3 yrs) WRAT (3yrs)	Woodcock Johnson4 (3 yrs) WRAT (3yrs)	Brigance (3 yrs)

Test Materials

- District - to access click [here](#).
- State - to access click [here](#).
- PEC - to order printed materials email laurie.panther@ousd.org
- All-In-One computers with 23 inch screens for all SDC Moderate/Severe (L2) classes were delivered last week of September 2015 to support students, especially the visually impaired, with online testing and instruction.
- Chromebook distributed to Mild/Moderate (L1) SDC classes based on a 1:3 ratio were delivered the last week of September 2015 to support online testing and instruction.

• **Professional Learning for Educators**

- **In-Person on 3rd Wednesdays**

Job-alike and special topic cohort group support ([Attachment D PEC Teacher Professional Learning 2015-16](#))

SPED assessment training dates =

- DISTRICT
- STATE
- PEC

- **Self-Study via Staff Assessment Website**

Communication
Training Materials

• **PEC Department Training Table**

	Resource RSP	SDC - Mild/Moderate L1 - formally NSH	SDC - Severe/Moderate L2 - formally SH
DISTRICT	Administration Training with Gen Ed teachers with sites	Training with Gen Ed teachers with site	None
STATE	Training with Gen Ed teachers with sites Accommodation Training with PEC	Training with Gen Ed teachers with sites Accommodation Training with PEC	CELDT Training with Gen Ed teachers with sites CAA ELA & Math CAPA Science Accommodation Training with PEC
PEC	Woodcock Johnson4 (3 yrs) WRAT (3yrs)	Woodcock Johnson4 (3 yrs) WRAT (3yrs)	Brigance (3 yrs)

• **IEP Collection and System**

- **Continuous Improvement Guide**
Includes district Cycles of Inquiry calendar and protocols.
- **Illuminate**
Includes **all** assessment data entered into the system regardless of SPED program. Schools are encouraged to pull their own school and teacher level reports as soon as testing is completed.
- **Data Dashboards**
RAD will produce district and school dashboard reports one week after the close of the window. SDC Moderate/Sever (L2) data will **NOT** be included because that student group is not included in district assessments.
- **Comprehensive Student Data Roster (CSDR)**
SDC Moderate/Sever (L2) data is included although district assessments are optional. CSDR is updated on a **monthly/bi-monthly** basis and posted to OUSDdata.org with dashboards
- **State DataQuest**

NOTE: Testing data collected before/after the testing window will not be included in RAD district reports. However all data will be available in Illuminate 24/7 once entered into the system.

Technical Support Information

- For SPED questions or assistance email Laurie.Panther@ousd.org
- For Illuminate login or technical support email helpdesk@ousd.org or call the helpdesk at 510-879-6100 to request a new district email address or reset your Illuminate password.
- For general testing questions, Illuminate support and policy information email testing@ousd.org



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Oakland SELPA
Local Plan

**5. Early Childhood
Birth through Age 5**

A stylized sunburst graphic with a semi-circle at the bottom and rays extending upwards and outwards, positioned behind the text.

COMPILATION OF

Early Start
Statutes
Regulations

ISSUED UNDER EARLY START'S
COMPREHENSIVE SYSTEM OF
PERSONNEL DEVELOPMENT
BY THE DEPARTMENT OF
DEVELOPMENTAL SERVICES

10th Edition
2015

Publishing Information

Compilation of Early Start Statutes and Regulations, 10th Edition, 2015, was developed under the leadership of the Department of Developmental Services (DDS). It was produced through a contract with the WestEd Center for Prevention & Early Intervention.

The compiled statutes and regulations are for training purposes only and may not be the most accurate source of information. Comments to the federal regulations may be found at <http://idea.ed.gov/part-c/regulations/1>. Visit the DDS website at <http://www.dds.ca.gov/earlystart> for the latest statutes and regulations.

Ordering Information

Additional copies may be downloaded from <http://www.dds.ca.gov/EarlyStart> or <http://www.ceitan-earlystart.org>.

For information about California Early Start, contact DDS at 800/515-BABY, visit our website at <http://www.dds.ca.gov/earlystart> or e-mail earlystart@dds.ca.gov.

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Early Start Statutes and Regulations

This document is a compilation of federal and state statutes and regulations that authorize, fund, and regulate early intervention services for infants and toddlers who have a developmental delay or disability or have an established risk condition with harmful developmental consequences for a developmental disability and their families. In California, the early intervention system is known as Early Start.

TAB 1: FEDERAL STATUTE

INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA) Parts B and C govern special education and related services for children with disabilities from birth through 22 years of age.

IDEA, Part C, 20 United States Code (USC), Section 1431 et seq., Infants and Toddlers with Disabilities is the section of IDEA that addresses how states must implement and maintain their statewide, comprehensive, coordinated, multidisciplinary, interagency system of early intervention services.

Last amended 2004.

TAB 2: FEDERAL REGULATIONS

34 Code of Federal Regulations (CFR), Part 303, Early Intervention Program for Infants and Toddlers with Disabilities provides specific guidance on the requirements for Part C of IDEA. Comments to the federal regulations may be found at <http://idea.ed.gov/part-c/regulations/1>.

Last amended 2011.

TAB 3: STATE STATUTE

Title 14, Government Code (GC), Section 95000 et seq., California Early Intervention Services Act (CEISA) provides authorization for California to fulfill the Part C federal requirements and provides the overall structure for providing early intervention services under California Early Start.

Last amended 2014.

TAB 4: STATE REGULATIONS

Title 17, California Code of Regulations (CCR), Chapter 2, Section 52000 et seq., Early Intervention Services provide the rules and specific procedures for fulfilling the requirements under the state statute (CEISA).

Last amended 2012.

TAB 5: EDUCATION REGULATIONS

Title 5, California Code of Regulations (CCR), Part 30 Education Code, Chapter 4.4, Early Education for Individuals with Exceptional Needs governs the provision of special education and related services for young children with exceptional needs.

Last amended 2002.

RELATED STATUTES AND REGULATIONS

The following state statutes and regulations are not included in this compendium. Early Start was built on existing systems through local educational agencies and regional centers that provide services to young children. Consequently, they are relevant to the provision of services to children eligible under Early Start. For further information, contact the appropriate state or local agency as indicated below.

TITLE 5, Education Regulations, Part 30, Special Education Programs

- Chapter 1: General Provisions
- Chapter 4.45, Special Education Programs for Individuals with Exceptional Needs between the Ages of Three and Five Years, Inclusive

Contact: California Department of Education
Special Education Division
800/926-0648 or 916/445-4613
<http://www.cde.ca.gov/spbranch/sed/index.htm>

Local Special Education Local Plan Areas
Local County Offices of Education

Welfare and Institutions Code (WIC), Division 4.5, Chapter 5, Section 4500 et seq., Lanterman Developmental Disabilities Service Act governs the provision of services to persons with developmental disabilities.

Contact: Department of Developmental Services
Children and Family Services Branch
800/515-BABY or 916/654-2777
<http://www.dds.ca.gov/earlystart>

Local Regional Centers

FEDERAL STATUTE

INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA), Parts B and C govern special education and related services for children with disabilities from birth through 22 years of age.

IDEA, Part C, 20 United States Code (USC), Section 1431 et seq., Infants and Toddlers with Disabilities is the section of IDEA that addresses how states must implement and maintain their statewide, comprehensive, coordinated, multidisciplinary, interagency system of early intervention services.

Last amended 2004.

**Interagency Agreement for
Children from Birth to Thirty Six (36) Months of Age
Eligible for Services Under Part C of the Individuals with
Disabilities Education Act (I.D.E.A.)**

between

Regional Center of the East Bay

and

Alameda County Special Education Local Plan Areas

**Mid-Alameda County SELPA
Mission Valley SELPA
North Region SELPA
Oakland Unified School District
Tri-Valley SELPA**

Contra Costa County Special Education Local Plan Areas

**Contra Costa County SELPA
Mount Diablo Unified School District
San Ramon Valley Unified School District
West Contra Costa Unified School District**

January 2017 through January 2020

**Interagency Agreement between the Regional Center of the East Bay
and
Alameda County Special Education Local Plan Areas
Contra Costa County Special Education Local Plan Areas**

**For Children Birth to Thirty Six Months of Age
Eligible for Services Under Part C of the Individuals with Disabilities Education Act
(I.D.E.A.)**

REFERRAL PROCEDURES: The Regional Center of the East Bay (RCEB) and the Alameda County and Contra Costa County Special Education Local Plan Areas (SELPAs), representing their Local Education Agencies (LEAs) shall work cooperatively to meet the needs of all children eligible for services under Early Start Part C of the Individuals with Disabilities Education Act (I.D.E.A.). California Early Intervention Services Act Government Code, Chapter 4. Eligibility, Section 95014 is revised, to read:

**California Government Code
Division 14. California Early Intervention Services Act
Chapter 4. Eligibility**

(a) The term “eligible infant or toddler” for the purposes of this title means infants and toddlers from birth through two years of age, for whom a need for early intervention services, as specified in the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1431 et seq.) and applicable regulations, is documented by means of assessment and evaluation as required in sections 95016 and 95018 and who meet one of the following criteria:

- (1) Infants and toddlers with a developmental delay in one or more of the following five areas: cognitive development; physical and motor development, including vision and hearing; communication development; social or emotional development; or adaptive development. Developmentally delayed infants and toddlers are those who are determined to have a significant difference between the expected level of development for their age and their current level of functioning. This determination shall be made by qualified personnel who are recognized by, or part of, a multidisciplinary team, including the parents. A significant difference is defined as a 33-percent delay in one or more developmental areas.
- (2) Infants and toddlers with established risk conditions, who are infants and toddlers with conditions of known etiology or conditions with established harmful developmental consequences. The conditions shall be diagnosed by a qualified personnel recognized by, or part of, a multidisciplinary team, including the parents. The condition shall be certified as having a high probability of leading to developmental delay if the delay is not evident at the time of diagnosis.
- (3) Infants and toddlers who are at high risk of having substantial developmental disability due to a combination of biomedical risk factors, the presence of which are diagnosed by qualified personnel recognized by, or part of, a multidisciplinary team, including the parents.

A) **Under California Education Code 56425**, LEAs are responsible for providing Early Start Part C services to infants and toddlers with Solely Low Incidence (SLI) Disabilities, defined as severe disabling conditions that include hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof.

Regional Center of the East Bay (RCEB)

Local Educational Agency (LEA)

1.0 RCEB will refer all infants and toddlers that may be potentially eligible for LEA services, under Part C for solely low incidence condition or dually eligible condition within seven (7) days of identification (34 CFR, Part 303.303). The LEA is responsible for evaluating and determining eligibility. [LEAs who, prior to 1981, were providing early intervention services to infants and toddlers with low-incidence disabilities in addition to other disabilities, continue to provide these services. These infants and toddlers are considered "dually eligible" and receive services from both the LEA and the Regional Center.]

1.1 RCEB will use the Early Start Referral form for referrals to the LEA.

2.0 If solely low incidence eligibility can be determined without the RCEB assessment, RCEB will refer directly to the LEA infant contact person. If the RCEB conducts an assessment, as soon as "solely low incidence" eligibility is determined, the RCEB shall make a referral to the LEA within seven (7) days (34 CFR, Part 303.303).

3.0 If toddler is 2 years, 10 months of age or more at the time of initial referral to RCEB, the RCEB shall refer child to the LEA for educational assessment and recommendations regardless of the suspected disabling condition, with parent consent.

4.0 The RCEB will identify an individual who will act as infant contact for all children birth to three years of age referred to the LEA.

5.0 All children currently receiving early intervention services through the RCEB will continue to be served by RCEB regardless of the suspected disabling condition.

5.1 If a child is determined to be no longer eligible for Part C services, the RCEB will discharge child in accordance with standard practice and applicable regulations.

1.0 The LEA will refer all infants and toddlers that may be potentially eligible for Regional Center, IDEA Part C services. All cases regarding children suspected of being eligible for services under Part C will be referred to the RCEB within seven (7) days of identification (34 CFR, Part 303.303). The RCEB is responsible for evaluating and determining eligibility.

1.1 The LEA will use the Early Start Referral form for referrals to RCEB.

2.0 Each LEA is responsible for providing services to children with a solely low incidence birth to thirty six months of age.

3.0 If toddler is 2 years, 10 months of age or more at the time of initial referral to RCEB, the LEA will accept referral for educational assessment and recommendations regardless of the suspected disabling conditions, with parental consent.

4.0 Each LEA will identify an individual that will act as infant contact for all children birth to three years of age referred to the RCEB.

5.0 All children currently receiving infant services through the LEA will continue to be served by the LEA regardless of the suspected disabling condition provided the SELPA does not exceed its 1980-1981 mandate and its funded capacity per the current fiscal year related to Maintenance of Effort.

5.1 An LEA serving infants prior to October 1, 1993, will continue to serve non-categorical infants under the Maintenance of Effort process. The LEA shall notify RCEB when it reaches its funded capacity and when openings for services occur.

- 5.2 If the child has a solely low incidence disability, the RCEB will refer child to the LEA.
- 6.0 Within 45 days of referral for all children suspected of being eligible for services under Part C, the RCEB will complete the evaluation and assessment process, and if eligible develop an IFSP with family.
- 6.1 Entering the Regional Center system for Part C services, early intervention services shall be child and family directed and voluntary on the part of the family.
- 6.2 If assessment cannot be completed within 45 days due to exceptional family circumstances, an interim IFSP may be written. Documentation of family status with proposed follow-up by the RCEB will be included in the child's file.
- 5.2 The LEA is under no obligation to continue the services RCEB provided prior to the LEA referral.
- 6.0 Within 45 days of referral, the LEA will complete the evaluation and assessment process for all children referred, and suspected of having a solely low incidence disability, and if eligible develop an IFSP with family.
- 6.1 Entering the LEA system for Part C services, early intervention services shall be child and family directed, as agreed to by the family.

B. EVALUATION AND ASSESSMENT PROCEDURES: Assessment means the ongoing procedures used by appropriate qualified personnel throughout the period of a child's eligibility to identify the child's unique strengths and needs in five developmental areas consisting of: 1) cognitive development, 2) physical and motor development including vision and hearing, 3) communication development, 4) social or emotional development, and 5) adaptive development; or as a child with a Solely Low Incidence Disability. Assessment and the sharing of results shall be completed within the 45-day timeline. All children referred for assessment and/or services are afforded individual rights and protections as required by federal and state statutes from the time referral is made. (CCR 17 Sec. 52082)

RCEB

Local Educational Agency

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|--|--|
| 1.0 The RCEB will evaluate all children suspected of being eligible for services under Part C to enter the Early Start system. | 1.0 Upon notification of a child suspected of being eligible for services under Part C, the Local Educational Agency will refer to RCEB within seven (7) days. RCEB is responsible for evaluating and determining eligibility. |
| 2.0 If a Solely Low Incidence disability can be determined without RCEB assessment, referral will be made directly to the LEA contact person. | 2.0 The LEA will accept referrals from the RCEB for a child who has a SLI disability. The LEA assumes responsibility for assessment and determining eligibility. |
| 2.1 The RCEB shall accept referrals for dually eligible infants and toddlers from the LEA and will assume responsibility for ongoing assessment(s). | 2.1 Per state mandate, the LEA shall accept referrals of children with hearing impairments from the CDE Newborn Hearing Screening Program. The LEA shall contact child's family to initiate evaluation and assessment. |
| 2.2 If child is 2 years, 10 months of age or more, the RCEB shall refer child to the LEA for educational evaluation, assessment and recommendations regardless of disabling condition with parental consent. | 2.2 If a child is 2 years, 10 months of age or more, the LEA shall accept direct referral for educational evaluation, assessment and recommendations for Part B, IDEA, regardless of disabling condition and with parental consent. State and federal laws will apply. |
| 3.0 The RCEB will provide all service coordination to infants and toddlers eligible for Part C services. The RCEB will serve as lead agency for dually eligible infants and toddlers and will coordinate all IFSP meetings with the LEA. | 3.0 The LEA will provide all service coordination to infants and toddlers determined to have a solely low incidence disability. |

C. INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP): Each child eligible for services under Part C must have an Individualized Family Service Plan. The evaluation, assessment, and meeting to develop the IFSP must be held within 45 calendar days from the date of referral. All IFSP meetings shall be in the native language of the family and the IFSP shall be provided in the family's native language unless to do so is not feasible.

RCEB

Local Educational Agency

1.0 The RCEB is responsible for developing the IFSP for children found eligible for Part C Early Start service, under state and federal laws.

1.0 The LEA is responsible for developing the IFSP for children with SLI disabilities, under state and federal laws.

1.1 The IFSP team will include representation from all agencies that provide necessary services to the infant and/or family. Conference by telephone or by written report can be used if IFSP attendance is not possible.

1.1 The IFSP team will include representation from all agencies that provide necessary services to the infant and/or family.

2.0 The IFSP document will be written and implemented in accordance with state and federal regulations.

2.0 The IFSP document will be written and implemented in accordance with state and federal regulations.

3.0 The RCEB service coordinator and family must conduct a six (6) month and annual review of IFSP as required, either in person or by telephone.

3.0 The LEA service coordinator and family must conduct a six (6) month and annual review of IFSP as required, either in person or by telephone.

D. TRANSITION: All children receiving Early Start services are potentially eligible for LEA special education and related services at age three. The Regional Center must ensure to notify the LEA of all potentially eligible toddlers, not fewer than 90 days prior to the toddler's third birthday in accordance with 34 CFR 303.209(b). The purpose of transition is to begin planning for service options as the individual with exceptional needs approaches age 3 (no later than 36 months of age). The child who is served by either an LEA or Regional Center shall have the benefit of transition planning from Part C infant services program to educational services operated by an LEA under Part B of the Individuals with Disabilities Education Act. The service coordinator shall notify the LEA where the toddler resides that there will be a Transition IFSP and conference (IFSP/TPC), requiring the attendance of an LEA representative to establish a transition plan in the IFSP not fewer than 90 days and not more than 9 months before the toddler's third birthday (36 months of age) in accordance with 34 CFR 303.209 and 303.344.

RCEB

Local Educational Agency

1.0 The RCEB service coordinator shall identify mutually agreeable dates, times, and locations in advance and send the invitation to the LEA and parent for the transition planning conference and IFSP meeting between 2.6-2.9 years old, but not fewer than 90 days prior to the child's third birthday.

1.0 The LEA shall confirm receipt of invitation and attend the transition planning conference and IFSP meeting between 2.6-2.9 years old but not fewer than 90 days prior to the child's third birthday.

2.0 During the IFSP/TPC, the RCEB shall facilitate discussion of the transition process as part of the IFSP. Service Coordinator will update and document:

2.0 During the IFSP/TPC, the LEA shall participate in the discussion of the transition steps as part of the IFSP including:

- present levels of development,
- resources, priorities, and concerns
- review of progress on outcomes and continuing services
- transition services and activities the IFSP team identifies as needed
- notification referral date of at least 90 days prior to the third birthday
- obtain written parental consent for additional information to be sent to the LEA at the time of referral beyond name, birth date, and parent contact information
- to provide a copy of the IFSP/TPC to the LEA
- identify additional information to be included

- assessment process,
- timelines
- eligibility criteria
- IEP meeting process
- review possible preschool program and services options
- suggest a notification/referral date at least 90 days prior to the third birthday
- identify additional information to be included
- parent's rights

3.0 The RCEB will send the referral form as discussed at the IFSP/TPC, but no fewer than

90 days prior to the third birthday (no later than thirty three months of age) to the LEA, which will include:

- name, date of birth, and parent contact information
- referral may include other information with parent consent

4.0 When the IFSP/TPC is held with the LEA in attendance and toddler is between 2.6 and 2.8 years of age, the IFSP Team will determine the date the LEA notification/referral will be made. RCEB must ensure that the LEA notification/referral will be made in a timely manner but not fewer than 90 days prior to the toddler's third birthday. The LEA will respond to the referral in accordance to state and federal regulations.

4.1 LEA Assessments: If the IFSP/TPC meeting is held between 2.8 and 2.9 years of age but fewer than 90 days before the toddler's third birthday, LEA may present the assessment plan during the meeting.

5.0 The RCEB Service Coordinator may attend the IEP meeting, at the request of the parent.

5.1 The final IFSP may be held concurrently with the initial IEP team meeting. As an exception with accordance of guidelines indicated in section 4648.5.(c) of the Lanterman Act, the RCEB may continue providing or purchasing services for a child who has been determined eligible for services under the Lanterman Act, until the beginning of the next school term after the child's third birthday during an extended period when the LEA special education program is not in session for longer than 3 weeks.

4.0 When the IFSP/TPC is held with the LEA in attendance and the toddler is between 2.6 thru 2.8 years of age, the IFSP Team will determine the date the LEA notification/referral will be made. LEA notification/referral cannot be fewer than 90 days prior to the toddler's third birthday. Upon receipt of the notification/referral, the LEA will respond to the referral in accordance to state and federal regulations.

4.1 LEA Assessments: If the IFSP/TPC is held between 2.8 and 2.9 years, LEA may present the assessment plan or prior written notice to the parent during the meeting.

5.0 The LEA will schedule an IEP team meeting, to include parent/guardian, the RCEB Service Coordinator (at the request of the parent), and all other appropriate LEA personnel. The IEP will be developed and implemented upon written parent consent by the child's third birthday.

E. SERVICE COORDINATION: Service Coordination is an early intervention service and must be provided under public supervision. The role of the Service Coordinator is to facilitate implementation of the IFSP and to coordinate services with other agencies and persons. The Service Coordinator must be knowledgeable about eligible infant and toddler programs, Part C law and regulations, nature and scope of services under Part C of I.D.E.A.

The following applies to both the RCEB and the LEA

- 1.0 The RCEB and/or the LEA will appoint a service coordinator that meets the standards under Part C.
- 2.0 The service coordinator will serve as the primary point of contact for eligible children and families
- 3.0 The service coordinator shall be responsible for coordinating with other agencies and persons providing services to the family.
- 4.0 Service coordination activities include:
 - Coordinating evaluations and assessments.
 - Facilitating and participating in the development, review, and evaluation of individualized family service plans.
 - Assisting families in identifying service providers and informing families about additional non-required services.
 - Coordinating and monitoring the delivery of services outlined on the IFSP.
 - Informing families of Early Start Parent Rights and procedural safeguards
 - Facilitating the development of a transition plan from Part C to Part B preschool service (as appropriate) and/or other community resources.

F. PROVISION OF SERVICES: All services must be provided and monitored by appropriate qualified personnel. Services to families are to provide the "...supports and services necessary to enhance the capacity of the family to meet the developmental needs of the child." It is understood that the level, type, frequency, and provider of services may change upon transfer of a case between agencies.

RCEB

LOCAL EDUCATION AGENCY

- 1.0 RCEB shall coordinate and/or provide services pursuant to Part C, IDEA (34 CFR Part 303) listed on the IFSP, as payor of last resort.
- 2.0 If a child is determined to be no longer eligible for Part C, RCEB shall discharge child in accordance with standard practice and applicable regulations.
- 3.0 With parent consent, the RCEB shall provide records regarding services provided via RCEB prior to child transitioning to the LEA for services.

- 1.0 The LEA shall provide services to all children with solely low incidence disabilities pursuant to E.C. Chapter 4.4, Section 56026.5.
- 2.0 An LEA serving infants prior to October 1, 1993, shall continue to serve non-categorical infants at their 1980-81 mandated funded capacity numbers. [Maintenance of Effort]
- 3.0 The LEA shall consider the RCEB recommendations, but is not obligated to implement or continue services provided by RCEB prior to LEA referral.

G. PAYOR OF LAST RESORT: The RCEB or the LEA is ultimately responsible to arrange, provide, or pay for appropriate Early Intervention Services as defined in Federal Regulations 34 CFR, Part 303 as listed on an IFSP as a required service, after all other providers or payors have been considered and eliminated because their legal responsibilities have been fulfilled under state or federal law. Other providers or payors shall include insurance, community resources and other agencies.

RCEB

- 1.0 The RCEB is the payor of last resort for all children eligible for Part C Early Start. In compliance with federal and state law and regulation, other than for evaluation and assessment, families are required to use their private insurance or health care service plan for medical services identified in the IFSP.
- 2.0 For children eligible for services through both the RCEB and the LEA, the RCEB shall fund services that are beyond the 1980-81 mandated funded capacity numbers for the LEAs.
- 3.0 Any review or referral to other providers or payors shall not delay the provision of early intervention services specified on the IFSP and shall begin as soon as possible, but no later than 45 days of the parent signing the IFSP.

Local Educational Agency

- 1.0 The LEAs are payor of last resort for infants and toddlers who meet eligibility as a child with a solely low incidence disability: (vision, hearing, or severe orthopedic impairment, or any combination, thereof).
- 2.0 For children eligible for both the LEA and the RCEB services, the LEAs must provide services up to their 1980-81 mandated funded capacity numbers.
- 3.0 Any review or referral to other providers or payors shall not delay the provision of early intervention services specified on the IFSP and shall begin as soon as possible, but no later than 45 days of the parent signing the IFSP.

H. PROCEDURAL SAFEGUARDS AND SURROGATE PARENT(S)/HOLDER OF EDUCATIONAL RIGHTS: The RCEB and/or LEA's IFSP process assures a timely, comprehensive, multi-disciplinary evaluation for each infant/toddler from birth to 36 months of age and their family. If eligible, the infant/toddler and family have the right to appropriate Early Intervention Services.

PROCEDURAL SAFEGUARDS SUMMARY

The following applies to RCEB and the Local Educational Agency's Early Start Program

- 1.0 Written parental consent must be obtained prior to conducting evaluations, assessments, and beginning of Early Intervention Services.
 - 1.1 The RCEB or the LEA shall make reasonable efforts to ensure that the family is aware of the nature of the evaluation, assessment, and or services available.
 - 1.2 Parents will be informed that they have a right to decline any or all of these services. The RCEB or the LEA shall document this.
- 2.0 Parents are to be notified, in their native language, of meetings when issues of eligibility and services are discussed. This includes identification, beginning or modifying services, and denial of evaluation, services, or placement.
 - 2.1 Meetings shall be held at times mutually convenient to families, unless it is clearly not feasible to do so.
- 3.0 Parents have the right to confidentiality of personally identifiable information.
- 4.0 Parents have the right to invite anyone of their choosing to assist them at meetings.
- 5.0 Parents have the right to utilize administrative process to resolve complaints. Procedures for complaints and due process hearings shall be available to parents.
- 6.0 Parents have the right to be informed of the location of records, and the policies and procedures regarding the maintenance of records. Parents have the right to access the child's Early Intervention records.

SURROGATE PARENT

The following applies to the RCEB and Local Education Agency's Early Start Program

1.0 When needed, the RCEB and the Local Education Agency will cooperate in the assignment and training of surrogate parents. The surrogate parents may be called upon to ensure that the rights of eligible children are protected if no parents can be identified, if the whereabouts of the parent cannot be determined, and if the child is a dependent of the juvenile court and the parental rights of the parent have been limited by the court or relinquished. Surrogate parents may represent the child in all matters related to the evaluation and assessment of the child, the development and implementation of the child's IFSP and reviews, the ongoing provision of early intervention services and any other rights established under Part C.

2.0 RCEB and the LEA will collaborate in the recruitment and sustaining of surrogate parent program by:

- Communication with the Department of Children and Family Services on the process of appointing a surrogate when appropriate.
- Utilizing a common set of materials to conduct training of surrogate parents to ensure continuity of programs between agencies.
- Conduct, when feasible, joint staff trainings about the surrogate parent process and utilize a common set of materials for trainings.
- Ensuring when a surrogate is assigned by either the RCEB or the LEA, the appointment forms will be kept in the child's record for transfer if the child moves between the agencies, to provide continuity of the surrogate parent appointee.

3.0 Both agencies agree to ensure that a person selected as a surrogate parent has no interests that conflict with the interests of the child he or she represents, and has the knowledge and skills that ensure adequate representation of the child he or she represents. A surrogate parent shall be designated in accordance with Federal Regulations (34 CFR 303.422).

3.1 Each lead agency must ensure that a person selected as a surrogate parent ---

- Is not an employee of the lead agency or any other public agency or EIS provider that provides early intervention services, education, care, or other services to the child or any family member of the child;
- Has no personal or professional interest that conflicts with the interest of the child he or she represents; and
- Has knowledge and skills that ensure adequate representation of the child

4.0 The surrogate parent has the same rights as a parent for all purposes under this part.

-
- I. DISPUTE RESOLUTION:** It is the intent of the RCEB and the LEA to resolve all disputes at the lowest administrative level possible. Dispute resolution for issues between RCEB and the LEA will be resolved at the earliest opportunity.
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RCEB

Local Educational Agency

Step 1: The RCEB staff is encouraged to resolve disagreements at their lowest administrative level whenever possible. If agreement cannot be reached, the dispute will proceed to Step 2.

Step 2: The RCEB staff will refer the dispute to the RCEB Supervisor for resolution. If agreement cannot be reached at this level, the dispute resolution will proceed to Step 3.

Step 3. The RCEB designee will meet with the LEA designee to resolve the dispute.

Step 4. If the RCEB Executive Director requests, or if resolution of a dispute cannot be reached within 60 calendar days, the matter will be referred immediately in writing to DDS and CDE for state level review and resolution, with a decision to be rendered in 60 days of the dispute.

Step 1: The LEA staff is encouraged to resolve disagreements at their lowest administrative level whenever possible. If agreement cannot be reached, the dispute will proceed to Step 2.

Step 2: The LEA staff will refer the dispute to an LEA designee for resolution. If agreement cannot be reached at this level, the dispute resolution will proceed to Step 3.

Step 3: The LEA designee will meet with the RCEB designee to resolve the dispute.

Step 4. If the LEA Director of Special Education requests, or if resolution of a dispute cannot be reached within 60 calendar days, the matter will be referred immediately in writing to DDS and CDE for state level review and resolution, with a decision to be rendered in 60 days of the dispute.

STATUS OF SERVICES AND PROGRAM PLACEMENT DURING DISPUTE

During the pendency of a dispute, a child must continue to receive the appropriate early intervention services currently being provided. If the dispute involves initial early intervention services, the child must receive all of the early intervention services and placement identified and agreed to in the IFSP. If only one lead agency has signed an IFSP service agreement, that agency is responsible for payment for services signed for, and not agreed to by the other agency, until the dispute over those services is resolved.

If the dispute arises around procedures prior to the development of the initial IFSP and local discussion cannot be resolved within 15 days, the issue will be referred to DDS and CDE for a state-level review and resolutions.

ASSIGNMENT OF FINANCIAL RESPONSIBILITY

During the pendency of a dispute, DDS will assign financial responsibility in accordance with the Budget Act (Section 12, Article 4 of the Constitution of the State of California) and consistent with the Act.

J. JOINT TRAINING: All agencies agree to the joint training of staff regarding the implementation of Part C within the County. Staff will be informed of the contents of this Agreement. Future joint trainings may be held if new procedures are developed.

K. LIABILITY. All parties to this agreement agree to defend, indemnify, and hold the others harmless from any and all claims, liability, or loss arising from or incidental to any party's rendering of services or preparations for rendering services. In the event that such claims, liability or loss arises primarily from any negligence, error or omission on the part of any party, the party responsible for the negligence, error, omission, shall be the party responsible for defense and indemnification. Further, all parties agree to hold the others harmless for any claim or liability, including cost and attorney's fees, arising from audit exceptions taken by any bonafide audit agency, based on negligence and/or acts of omission of the indemnifying party or its agents or employees.

L. TERMS OF AGREEMENT. The provision of this agreement replaces provisions of prior agreements between the above parties regarding services, procedures and policies for infants and toddlers, ages 0 through 2 years of age, and their families who are eligible for early intervention services as defined in the California Early Intervention Services Act (Government Code, Title 14, Section 95000, et.seq.)

M. EFFECTIVE DATE OF AGREEMENT:

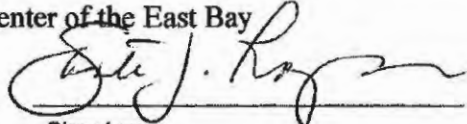
This agreement shall become effective when signed by all parties. This agreement may be cancelled at any time by any of the parties upon 30 days written notice. The agreement will be reviewed annually and thereafter revised by mutual agreement.

APPROVALS

IN WITNESS WHEREOF, we have signed this document as of the day and year set forth.

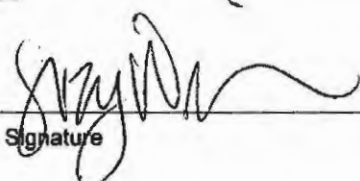
REGIONAL CENTER of the EAST BAY

Executive Director of Regional Center of the East Bay

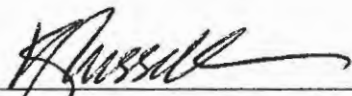
SANTI J. ROGERS  3.20.2017
Name (print or type) Signature Date

ALAMEDA COUNTY:

MID-ALAMEDA COUNTY SELPA

Suzy Williams
SELPA Director  3/2/2017
Signature Date

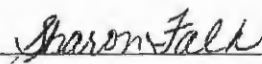
MISSION VALLEY SELPA

Karen L. Russell
SELPA Director  3/2/2017
Signature Date

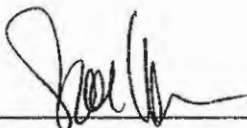
NORTH REGION SELPA

Martha R. Schultz
SELPA Director  3/2/17
Signature Date

OAKLAND SELPA

Sharon Falk, Ed.D,
SELPA Director/Senior Director  3/16/17
Signature Date

TRI-VALLEY SELPA

Sara Woolverton
Senior Director, SELPA  3/2/17
Signature Date

CONTRA COSTA COUNTY:

CONTRA COSTA SELPA

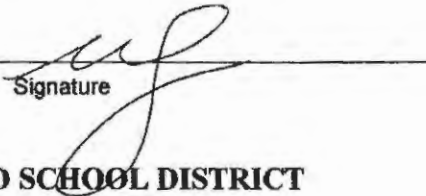
Brian Inglesby, Ed.D.
Executive Director


Signature

3/2/17
Date

MT. DIABLO UNIFIED SCHOOL DISTRICT

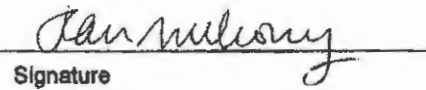
Wendi Aghily, Ed.D.
Executive Director


Signature

3-10-17
Date

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

Jean Anthony, Ed.D.
Executive Director


Signature

3/16/2017
Date

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Steve Collins
SELPA Director


Signature

3/2/17
Date



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students

Oakland SELPA
Local Plan

6. Community Advisory Committee

These amended By-Laws were voted upon by two-thirds of the voting membership of the Community Advisory Committee for Special Education on February 8, 2010.

BY-LAWS OF THE COMMUNITY ADVISORY COMMITTEE
FOR
OAKLAND UNIFIED SCHOOL DISTRICT
PROGRAMS FOR EXCEPTIONAL CHILDREN

ARTICLE I

RESPONSIBILITY

- 1.1 The community Advisory Committee (CAC) shall have such authority as defined in the State of California and fulfill such responsibilities as are defined for it in the Comprehensive plan for Special Education (plan)
- 1.2 Responsibilities of the CAC include, but need not be limited to all of the following:
- a. Advising the policy and administrative entity of the Oakland Unified School District regarding the development, amendment and review of the Plan. Such entity shall review and consider comments from the Community Advisory Committee.
 - b. Recommending annual priorities to be addressed by the Plan.
 - c. Assisting in parent, staff and community education and in recruiting parents and other volunteers who may contribute to the implementation of the Plan.
 - d. Encouraging community involvement in the development and review of the Plan.
 - e. Supporting activities on behalf of individuals with exceptional needs.
 - f. Assisting in parent awareness of the importance of regular school attendance.
- 1.3 As required in State Education Code 56200(f) and the Plan, responsibilities of the Committee with respect to Plan development shall include:
- a. Public input sessions during plan development.
 - b. Review of drafts as they are completed.
 - c. Public input sessions and review of the Plan. The Committee shall be given at least thirty (30) days to review the Plan prior to its submission to the state Department of Education.
 - d. Signature by the chairperson denoting compliance with the 30-day review requirement

ARTICLE II

GOALS AND OBJECTIVES

2.1 The community Advisory Committee may determine annual or long-term goals and objectives to guide its work in fulfilling the CAS's legal responsibilities

ARTICLE III MEMBERSHIP

3.1 The CAC voting membership may consist of at least five (5) and up to twenty-five (25) voting members. The majority of voting member shall be parents or guardians of district students enrolled in school, while the majority of those shall be parents or guardians of students with exceptional needs who are enrolled in district special education programs. The composition of the membership shall reflect the types of programs and disabilities of the pupils, as well as the ethnic, socio-economic backgrounds and age groups of the pupils. Members shall include parents of individuals with exceptional needs enrolled in public or private schools, parents of other pupils enrolled in school, pupils and adults with disabilities, regular education teachers, special education teachers, and other school personnel, representatives of other public and private agencies, and person concerned with the needs of individuals with exceptional needs.

3.2 The Director of Programs for Exceptional Children shall be an ex-officio non-voting member of the CAC. A member of the district's board of education may be an ex-officio, non-voting member.

3.3 Appointment: The CAS shall maintain a Nominating Subcommittee, which shall be responsible for recommending voting members for the CAC. Recommendations or requests for nomination to the voting membership of the CAC may be made at any time by any member or interested community person. Such recommendations or requests shall be directed to the Nominating Subcommittee, which will seek to ensure that all prospective nominees understand and are willing to accept the responsibilities of the CAC membership as well as the time commitment involved and the duties required as a voting member of the CAC. In addition, nominees must have attended at least three CAC monthly meetings during the six months prior to nomination in order to be eligible for membership. The Nominating Subcommittee shall submit the names of the nominees to the CAC voting members for approval. New members may be appointed at any CAC meeting during the year by a majority vote of the CAC voting members present.

3.4 Term of Membership: Terms of appointed members are for a minimum of two years and are annually staggered to ensure that no more than one-half of the membership serves the first year of any term in any one year. terms of membership begin as soon as new membership is approved.

3.5 Termination of Voting Membership: Voting membership on the CAC may be terminated if:

- a. The member resigns in writing
- b. The member is inactive for more than three (3) regularly scheduled meetings and/or a majority of the CAC recommends replacement.

3.6 Vacancies: The CAC Nominating Subcommittee shall recommend a replacement Committee member following termination of voting membership of any CAC member. The recommendation should be made within forty-five (45) days following termination of the original member. The new member shall serve the rest of the vacant term.

3.7 Voting Members' Duties and Privileges: Each voting CAC member shall have the right to cast one vote on issues considered by the Committee, to send the motions, to hold office, and to serve on standing and special subcommittees, subject to other provisions of these by-laws. A committee voting member may designate, in writing, an alternate with voting power. Said alternate shall be of the same representation as the voting member (parent, etc.) and may not represent the member at more than two consecutive Committee functions unless otherwise approved by the Executive Board.

3.8 Non-Voting Participants: Whereas the CAC seeks to involve interested members of the community, including parents and district staff, in realizing the stated responsibilities of the Committee (Article 1), participation in the CAC shall not be limited to appointed or voting members, but shall be open to all concerned individuals. These individuals shall be given maximum opportunity and an effective channel for participation in the CAC. Each non-voting participant shall have the right to partake in discussions of the Committee, and serve on standing or special subcommittees subject to other provisions of these by-laws.

ARTICLE IV

COMMITTEE OFFICERS

4.1 Executive Board: Members of the Executive Board shall consist of a Chairperson, First Vice Chairperson and Secretary or two (2) Co-Chairpersons, First Vice-Chairperson and a Secretary. All officers must be voting members.

4.2 Election and Term of Office: Officers shall be elected annually by a majority vote of those CAC voting members present at the meeting. In November of each year nominations for each position for the ensuing year shall be made by the Nominating Subcommittee. Nominations shall

also be accepted from the floor. The balloting of CAC voting members shall be completed during December of the same year. Officers elected in December shall assume their duties at the first CAC meeting in January following the election.

4.3 Vacancies: If there are unfilled positions, such positions can be filled at any CAC meeting during the year by a majority vote of those CAC voting members present.

4.4 Removal from Office: Officers may be removed if two thirds of the membership of the CAC, by secret ballot, so elect. The Nominating Subcommittee is responsible for coordinating the ballot and procedures for the ballot in advance of a vote.

4.5 Duties of Officers:

- a. Chairperson or Co-Chairperson: The Chairperson(s) shall preside at all the meetings of the CAC and any Executive Board or special meetings. He/She/They shall meet with the SELPA director monthly, or as needed to prepare for CAC meetings and work on Special Projects. He/She/They shall also work with the First Vice-Chairperson, if one exists, to prepare the agenda for the regular monthly meetings of the CAC and all Executive Board and special meetings. The Chairperson(s) may sign all letters, reports and other communications of the CAC and will act as CAC spokesperson(s) to the school district and SELPA. In addition he/she/they shall perform all duties incidental to the Office of Chairperson and such other duties as may be prescribed by the CAC from time to time. He/she/they may serve as an ex-officio member of all the subcommittees.
- b. First Vice-Chairperson: The duties of the First Vice-Chairperson shall be to represent the Chairperson(s) in his/her/their assigned duties and to substitute for the Chairperson(s) during his/her their absences. He/she shall be responsible for working with the Chairperson(s) in preparing the agenda for the regular monthly meetings. He/she shall perform such other duties as from time to time may be assigned to him/her by the Chairperson(s) or by the Committee.
- c. Secretary: The Secretary shall maintain a record of attendance of members and guests at all regular monthly meetings. He/she shall maintain a list of members that includes date of appointment and category of representation. He/she shall also maintain a list of sub-committee membership as provided by subcommittee chairs. The Secretary shall keep the minutes of all Committee meetings and shall assure transmittal of copies of the minutes to each Committee member and to such other person as the CAC may deem necessary. He/she shall obtain and maintain the collection of parent information material at CAC meetings. The Secretary shall maintain CAC mail, email and distribution lists and also see that all notices are duly given in accordance with the provisions of these by-laws. Typing, duplicating and mailing services shall be furnished by the Oakland Unified School District Programs for Exceptional Children Department.

ARTICLE V

CAC MEETINGS

5.1 Frequency: The CAC shall schedule not less than nine(9) meetings per year. Special meetings may be planned to consider issues and programs of special interest to parent/guardians of individuals with exceptional needs. All meetings of the CAC shall be open to the public. Emergency or special meetings of voting members may be called by the Chairperson(s) provided the voting membership has received twenty four (24) hours notice.

5.2 Meeting Notices: All meetings shall receive prior public notice. CAC members shall receive written notification of meeting schedules at least five (5) working days in advance of each meeting. The Director of Programs for Exceptional Children shall send these notices, which shall include the location, date and hour.

5.3 Quorum: A quorum for the transaction of business shall consists of a majority of the current CAC voting members. Matters may be discussed and information received but no business may be transacted without a quorum.

5.4 Conduct of Meetings: Robert's Rules of Order, recently revised, will be the authority in the event of a procedural problem.

5.5 Meeting Records: The Secretary shall duly record minutes of all CAC meetings activities. Minutes of meetings shall be approved by the CAC voting members at the next regularly scheduled meeting. The Director of the Department of Programs for Exceptional Children shall be responsible for maintaining historical records of CA C activities, including meeting minutes and agendas.

5.6 Special Concerns and the Local Plan: From time to time the CAC may choose to address significant efforts that result in great benefit to special education or items or issues that arise concerning the Local Plan. The CAC shall maintain and follow specific procedures, such as the Advice and Recognition Procedure, adopted January 2006 in such cases.

ARTICLE VI

SUBCOMMITTEES OF THE CAC

6.1 Standing and Special Subcommittees: The CAC may, from time to time, establish and abolish such standing and special subcommittees as it may determine necessary in performing its functions. Members of standing and special subcommittees shall include voting members of the CAC and other concerned individuals. Subcommittees shall report to and make recommendations to the CAC. No standing or special subcommittee may exercise the authority of the CAC, nor issue public statements without the prior approval of the Executive Board of the CAC.

Standing subcommittees shall include:

- a. Local Plan Review Subcommittee
- b. Nominating Subcommittee
- c. Outreach Subcommittee

6.2 Rules: Each subcommittee shall adopt rules for its own governance not inconsistent with these by-laws or with rules adopted by the CAC.

6.3 Quorum: Unless otherwise provided the establishment of each subcommittee by the subcommittee, a majority of each subcommittee shall constitute a quorum and the act of a majority of the members present at the meeting at which a quorum is present shall be the act of the subcommittee

6.4 Membership: The membership of subcommittees or the addition or termination of subcommittee members shall be reported to the CAC at a regular meeting following the creation of the subcommittee or a subcommittee membership change.

6.5 Chairperson: Each Subcommittee shall appoint a Chairperson. The Chairperson of subcommittee shall be a voting member of the CAC and report to the Chairperson(s) of the CAC.

6.6 Reports: Each subcommittee shall appoint a member to keep written records and to report on subcommittee actions at the next regular meeting of the CAC.

ARTICLE VII

BY-LAWS ADMINISTRATIVE PROCEDURES

7.1 Effective date of by-laws and Changes thereto: These by-laws shall become effective immediately upon adoption. Amendments to these by-laws shall become effective upon adoption unless the CAC members, in adopting them as hereinafter set forth, provided that they are to become effective at a later date.

7.2 By Law Changes: These by-laws may be amended at any time by two-thirds affirmative vote of the voting members of the CAC, provided that each amendment carries out the the goals of the CAC and conforms to the Comprehensive Plan for Special Education. The By-laws shall be automatically updated in the case of changes in State or Federal law or regulation which these by-laws.

****end****

EDUCATION CODE - EDC

TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 64100]

(Title 2 enacted by Stats. 1976, Ch. 1010.)

DIVISION 4. INSTRUCTION AND SERVICES [46000 - 64100]

(Division 4 enacted by Stats. 1976, Ch. 1010.)

PART 30. SPECIAL EDUCATION PROGRAMS [56000 - 56865]

(Part 30 repealed and added by Stats. 1980, Ch. 797, Sec. 9.)

CHAPTER 2. Administration [56100 - 56194]

(Chapter 2 added by Stats. 1980, Ch. 797, Sec. 9.)

ARTICLE 7. Community Advisory Committee [56190 - 56194]

(Article 7 added by Stats. 1980, Ch. 797, Sec. 9.)

56190.

Each plan submitted under Section 56195.1 shall establish a community advisory committee. The committee shall serve only in an advisory capacity.

(Amended by Stats. 1997, Ch. 854, Sec. 11. Effective January 1, 1998.)

56191.

The members of the community advisory committee shall be appointed by, and responsible to, the governing board of each participating district or county office, or any combination thereof participating in the local plan. Appointment shall be in accordance with a locally determined selection procedure that is described in the local plan. Where appropriate, this procedure shall provide for selection of representatives of groups specified in Section 56192 by their peers. Such procedure shall provide that terms of appointment are for at least two years and are annually staggered to ensure that no more than one half of the membership serves the first year of the term in any one year.

(Amended by Stats. 1981, Ch. 972, Sec. 2.)

56192.

The community advisory committee shall be composed of parents of individuals with exceptional needs enrolled in public or private schools, parents of other pupils enrolled in school, pupils and adults with disabilities, regular education teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs.

(Amended by Stats. 1992, Ch. 759, Sec. 29. Effective September 21, 1992.)

56193.

At least the majority of such committee shall be composed of parents of pupils enrolled in schools participating in the local plan, and at least a majority of such parents shall be parents of individuals with exceptional needs.

(Added by Stats. 1980, Ch. 797, Sec. 9. Effective July 28, 1980.)

56194.

The community advisory committee shall have the authority and fulfill the responsibilities that are defined for it in the local plan. The responsibilities shall include, but need not be limited to, all the following:

- (a) Advising the policy and administrative entity of the special education local plan area regarding the development, amendment, and review of the local plan. The entity shall review and consider comments from the community advisory committee.
- (b) Recommending annual priorities to be addressed by the plan.
- (c) Assisting in parent education and in recruiting parents and other volunteers who may contribute to the implementation of the plan.
- (d) Encouraging community involvement in the development and review of the local plan.
- (e) Supporting activities on behalf of individuals with exceptional needs.
- (f) Assisting in parent awareness of the importance of regular school attendance.

(Amended by Stats. 2007, Ch. 56, Sec. 31. Effective January 1, 2008.)



**OAKLAND UNIFIED
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**Oakland SELPA
Local Plan**

7. Discipline

OAKLAND UNIFIED SCHOOL DISTRICT

Board Policy

BP 5144

Students

Discipline

The Governing Board desires to prepare students to be caring, competent, critical thinkers and fully-informed, engaged, contributing members of society who are ready to succeed in college and career. The Board expects each school to create a safe and positive school environment in which all students feel accepted, supported, and respected. The Board desires that its disciplinary policies further its mission of serving the whole child, eliminate inequality in the use of punitive consequences, and provide each child with excellent teachers who are equipped to promote academic and behavioral learning.

The Board desires the use of a positive approach to student behavior and the use of preventative and restorative practices to minimize the need for discipline and maximize instructional time for every student. The Board recognizes the importance of developing the social and emotional health of all youth and adults in our organization.

The Board desires the adoption of the Response to Intervention (RTI) framework wherein schools provide a tiered system of academic and behavioral supports to enable all students to equitably access the core curriculum. Each school is responsible for adopting strategies, programs, and interventions within an RTI framework to facilitate a consistent approach for positive, pro-social behavior management in order to reduce student loss of instructional time due to disciplinary sanctions.

The Board recognizes that an opportunity gap for significant portions of its student population exists, namely amongst African American, Latino, and English Language Learner students and students with disabilities. The Board desires to identify and address the causes of disproportionate treatment in discipline to reduce and eliminate the racial disparities in the use of punitive school discipline, and any other disparities that may exist for other under-served populations. Schools shall enforce disciplinary rules fairly, consistently, and without discrimination.

The Board recognizes the importance of using school and classroom management strategies that keep students in school and in the classroom. Missing too much school for any reason has a direct impact on academic achievement -both short-term and long-term. Removal of students from the classroom environment for misbehavior should be avoided.

The Board does not support a zero-tolerance approach to discipline except where mandated by law. Schools may not adopt zero tolerance policies or practices that conflict with District discipline policies.

Except where suspension for a first offense is permitted by Education Code 48900.5, as further described in AR 5144.1, an administrator or administrator's designee may only impose in-school and out-of-school suspension when other means of correction fail to bring about proper conduct or the student's presence causes a danger to persons. (Education Code 48900.5) The other means of correction that have been attempted must be documented and evaluated for effectiveness prior to referring the student for a disciplinary sanction that results in the student's removal from an assigned classroom or the school site.

Other means of correction include, but are not limited to, conferences with students and their parents/guardians; use of student study teams or other intervention-related teams; enrollment in a program teaching social/emotional behavior or anger management; participation in a restorative justice program or restorative circles; and positive behavior support approaches. (Education Code 48900.5)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing consistent classroom management skills, implementing effective disciplinary techniques, eliminating unconscious bias, and establishing cooperative relationships with parents/guardians.

With the participation of community stakeholders, each school may develop disciplinary rules to meet the school's particular needs as described in AR 5144. The rules shall be consistent with law, Board policy, district regulations, and school-level discipline data.

The Superintendent or designee shall provide professional development where appropriate to assist staff in developing classroom management skills and implementing effective disciplinary techniques.

To ensure that discipline is appropriate and equitable, schools and the District shall collect and review discipline data that is disaggregated by school, race, gender, status as an English Language Learner, status as a student with a disability, and type of infraction on a monthly basis. The District will perform a centralized review of school-level and District-wide discipline data to measure progress toward the goal of eliminating disproportionate rates of suspension and referral for African-American students, and determine whether the site strategies require adjustment to meet the goal. Site administrators, on a quarterly basis, shall meet with the site's teaching staff to review the school site's discipline data and discuss strategies for teaching, encouraging and reinforcing positive student behavior that do not require engagement with the discipline system and loss of instructional time.

Corporal Punishment

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

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent

damage to property or to obtain possession of weapons or other dangerous objects within the control of the student. (Education Code 49001)

Effective July 1, 2014

- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 3515 - Campus Security)
- (cf. 3515.3 - District Police/Security Department)
- (cf. 3515.4 - Recovery for Property Loss or Damage)
- (cf. 4158/4258/4358 - Employee Security)
- (cf. 5136 - Gangs)
- (cf. 5144.1 - Suspension and Expulsion/Due Process)
- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
- (cf. 6164.5 - Student Success Teams)
- (cf. 6159.4 - Behavioral Interventions for Special Education Students)
- (cf. 6182 - Opportunity School/Class/Program)
- (cf. 6184 - Continuation Education)
- (cf. 6185 - Community Day School)
- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)

Legal Reference:

CIVIL CODE

1714.1 Parental liability for child's misconduct

EDUCATION CODE

35146 Closed sessions

35291 Rules

35291.5-35291.7 School-adopted discipline rules

35294-35294.9 School safety plans

37223 Weekend classes

44807.5 Restriction from recess

48630-48644.5 Opportunity schools

48900-48926 Suspension and expulsion

48980-48985 Notification of parents or guardians

49000-49001 Prohibition of corporal punishment

49330-49335 Injurious objects

CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus

353 Detention after school

Management Resources:

CSBA PUBLICATIONS

Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1999

CDE PROGRAM ADVISORIES

1010.89 Physical Exercise as Corporal Punishment, CIL: 89/9-1

1223.88 Corporal Punishment, CIL: 88/9-5

WEB SITES

CDE: <http://www.cde.ca.gov>

USD OE: <http://www.ed.gov>

014/04; 4/23/14

OAKLAND UNIFIED SCHOOL DISTRICT Board Policy Students

BP 5144.1 Suspension and Expulsion / Due Process

The Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. In response to serious or repeated violations of established policies and standards, it may be necessary to suspend or expel a student from regular classroom instruction.

(cf. 5144 - Discipline)

The Board does not support a zero tolerance approach to discipline. The Board recognizes the importance of providing school-wide positive supports, using discipline strategies that keep students in school and in the classroom, and supporting students in learning to behave appropriately and solve conflicts peacefully.

Before subjecting a student to disciplinary sanctions that result in a loss of instructional time, the Superintendent or designee shall, to the extent allowed by law, first use alternative strategies as described in AR 5144 - Discipline. Except where suspension for a first offense is permitted by 48900.5, as further described in AR 5144.1, in-school and out-of-school suspension shall be imposed only when other means of correction fail to bring about proper conduct or the student's presence causes a danger to persons. (Education Code 48900.5) Expulsion is an action taken by the Board only for severe breaches of discipline by a student.

(cf. 1020 - Youth Services) (cf. 5138 - Conflict Resolution/Peer Mediation) (cf. 5144 - Discipline) (cf. 6142.4 - Service Learning/Community Service Classes) (cf. 6164.2 - Guidance/Counseling Services) (cf. 6164.5 - Student Success Teams)

The teacher of any class from which a student is suspended pursuant to Section 48910 shall require the student to complete any assignments and tests missed during the suspension. The school will monitor and address the educational needs of the student that arise due to the loss of instructional time. (Education Code 48913).

Suspension and expulsion may not be imposed for truancy, tardiness, or absence. Alternatives to suspension or expulsion shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.

BP 5144.1 Suspension and Expulsion / Due Process 7

(cf. 5113 - Absences and Excuses) (cf. 5113.1 - Chronic Absence and Truancy)

Effective January 1, 2015, as provided in California Education Code section 48900(k), no student enrolled in grades T-Kindergarten through third grade may be suspended for disrupting school activities or willfully defying the authority of school personnel ("disruption and willful defiance") and no student enrolled in grades TK through twelve (TK-12) shall be expelled for the same.

Effective July 1, 2016, no student enrolled in grades T-Kindergarten through twelve (TK-12) grades may be suspended or expelled for disrupting school activities or willfully defying the authority of school personnel. The Board will review data regarding suspensions for defiance in Grades 4 through 12 in August 2015 and January 2016. If based on review of the data, it appears further steps should be undertaken to meet the goal of eliminating suspensions for disruption and willful defiance by July 1, 2016, the Board will direct the Superintendent to implement such additional measures to achieve the goal of no suspensions for disruption and willful defiance by July 1, 2016.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be specified by administrative regulation and must be consistent with the requirements set forth here.

Effective January 1, 2015, the District may not involuntarily transfer a student in grades TK- 3rd grade to another school based on a finding of disruption of school activities or willful defiance of the authority of school personnel (California Education Code section 48900(k)).

Effective July 1, 2016, the District may not involuntarily transfer a student to another school based on a finding of disruption of school activities or willful defiance of the authority of school personnel (California Education Code section 48900(k)).

Involuntary transfers may only occur following a recommendation for expulsion and after a hearing before the District's Disciplinary Hearing Panel (DHP) consistent with the requirements in Education Code section 48918 and the notice and hearing procedures for expulsions. DHP shall recognize the use of a positive approach to student behavior and maximize instructional time for every student. An involuntary transfer to a continuation school must be made pursuant to Education Code section 48432.5.

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

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law.
The Superintendent or

BP 5144.1 Suspension and Expulsion / Due Process 2

designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5)

(cf. 5119 - Students Expelled from Other Districts) (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Expansion of Restorative Justice, the Manhood Development Program, PBIS and other restorative and youth development approaches

The Board recognizes that the District has made progress toward creating a positive school culture through various means, including through the use of Restorative Justice (RJ), Positive Behavioral Interventions and Supports, and the Manhood Development Program. The Board believes that the continued expansion of such programs is central to the creation of safe, healthy and supportive school environments for all students in the District. The Board supports and will prioritize funding for RJ, Manhood Development Program and PBIS programs and coordinators at school sites and professional development, coaching and support for teachers and administrators to successfully implement these programs.

Supervised Suspension Classroom

Supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

The Board recognizes that students who are suspended from school often have no supervision or guidance during the school hours when they are off campus and may fall behind in the coursework. The Board believes that, in many cases, it would be better to manage the student's behavior by keeping the student at school and providing him/her with supervision that is separated from the regular classroom.

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

Decision Not to Enforce Expulsion Order

On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law and administrative regulation. (Education Code 48917)

Expungement of Student Disciplinary Records

As provided in Board Policy 5144.3, effective January 15, 2014, a student, parent,

guardian, appointed advocate on behalf of the student, or Superintendent on behalf of a student, may apply for expungement of student disciplines record which meet the criteria set forth in BP 5144.3.

BP 5144.1 Suspension and Expulsion / Due Process 3

Monitoring the Use of Suspension and Expulsion

By July 1, 2015, the Superintendent shall promulgate Administrative Regulations that establish the procedures for regular, accurate, and public data reporting on disciplinary measures and interventions. The procedures will include at least a requirement that the District make available on the District's public website twice annually, within 60 days after the completion of each semester, data on school discipline, behavioral interventions, and student outcomes.

The data will include at least the following:

1. The aggregate number and rates of office referrals, teacher suspensions, supervised in-school and out-of-school suspensions, involuntary transfers, expulsion referrals, expulsions, on-campus citations, and school-based arrests (from both OPD and OSPD), and four-year graduation and drop-out rates, disaggregated by all subgroups, including race, gender, ethnicity, English Language Learner status, socio-economic status, foster youth, homeless youth, and disability and by offense for the district and by school-site.

2. The number of instructional days and ADA funding lost to suspensions, transfers, and expulsions disaggregated by the aforementioned subgroups.

3. The school sites to which students were transferred after the Disciplinary Review Hearing procedure or through any involuntary transfer process, whether they enrolled subsequently, and the outcomes for such students, including, but not limited to, graduation and drop-out rates.
4. In reporting such data, the privacy of individual students and teachers shall be protected. Data will not be disaggregated in any manner that could reveal student identity to the public or to knowledgeable members of the school community. The data shall be reported for the district as a whole and for each school-site.
5. The procedures shall also include requirements that appropriate district and school officials regularly review this data and take action to address disparities or disproportionate use of punitive discipline measures for particular subgroups.

Convene Safe And Strong Schools Sub-Committee

The Superintendent shall convene a Safe and Strong Schools sub-committee as part of the Pathway to Excellence Strategic Plan Quality Community Schools Committee that will include parents, students, representatives from community organizations, teachers, administrators and partner organizations. The sub-committee will meet at least twice a year, one meeting to occur in January to review the annual report to OCR that is submitted in the fall of the prior year and review the District's progress in successful implementation of RJ, PBIS and Manhood Development programs and the Three Year Plan ("Transforming School Culture" Three Year Plan, OCR Compliance

Review No. 09125001); and one meeting in October to review 1) the
BP 5144, i Suspension and Expulsion / Due Process 4

discipline data from the prior school year, 2) the District's progress in successful implementation of RJ, PBIS and Manhood Development programs and the Three Year Plan ("Transforming School Culture" Three Year Plan, OCR Compliance Review No. 09125001), and 3) through June 30, 2016, data regarding suspensions for defiance in Grades 4 through 12. In reviewing the suspension for defiance data, the sub-committee shall consider whether to recommend that the Superintendent undertake additional measures if it appears the District is not on target for the successful elimination of willful defiance as a basis for suspension or expulsion for all grade levels TK-12 effective July 1, 2016.

Annual Community Forum

The Superintendent will convene a community forum in the Spring of 2016 and 2017 to update the community on transforming school climate and disparities in school discipline, including but not limited to the implementation of the VRP and the Three Year Plan and to establish a dialogue with the community about the types of non-policing resources and interventions needed to keep schools strong and safe and students out of the juvenile justice system. The Superintendent will report the results of the Community Forum to the Board during the Superintendent's report as a part of a regularly scheduled Board meeting. The need to continue an annual forum will be considered as part of the district's exit plan from the VRP with the OCR in 2017.

Complaint Process

The Superintendent shall develop a complaint form to allow members of the school community and public to raise concerns if restorative justice or another restorative approach is not available at a school site as an alternative to suspension. The complaint form will be available on the District's website, the District Discipline Office and the District Ombudsperson's Office. The Ombudsperson shall investigate such complaints and within 90 days of complaint submission develop a plan with the school site for addressing the complaint and provide a written response to the complaining party.

(cf. 9320 - Meetings and Notices)

Legal Reference: EDUCATION CODE 212.5 Sexual harassment 233 Hate violence 1981 Enrollment of students in community school 17292.5 Program for expelled students 32261 Interagency School Safety Demonstration Act of 1985 35145 Open board meetings 35146 Closed sessions (regarding suspensions) 35291 Rules (for government and discipline of schools) 35291.5 Rules and procedures on school discipline

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48645.5 Readmission; contact with juvenile justice system 48660-48667 Community day schools 48853.5 Foster youth 48900-48927 Suspension and expulsion 48950 Speech and other communication 48980 Parental notifications 49073-49079 Privacy of student records CIVIL CODE 47 Privileged communication 48.8 Defamation liability CODE OF CIVIL PROCEDURE 1985-1997 Subpoenas; means of production GOVERNMENT CODE 11455.20 Contempt 54950-54963 Ralph M. Brown Act HEALTH AND SAFETY CODE 11014.5 Drug paraphernalia 11053-11058 Standards and schedules LABOR CODE 230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child PENAL CODE 31 Principal of a crime, defined 240 Assault defined 241.2 Assault fines 242 Battery defined 243.2 Battery on school property 243.4 Sexual battery 245 Assault with deadly weapon 245.6 Hazing 261 Rape defined 266c Unlawful sexual intercourse 286 Sodomy defined 288 Lewd or lascivious acts with child under age 14 288a Oral copulation 288 Penetration of genital or anal openings 417.27 Laser pointers 422.55 Hate crime defined 422.6 Interference with exercise of civil rights 422.7 Aggravating factors for punishment 422.75 Enhanced penalties for hate crimes 626.2 Entry upon campus after written notice of suspension or dismissal without permission 626.9 Gun-Free School Zone Act of 1995 626.10 Dirks, daggers, knives, razors, or stun guns 868.5 Supporting person; attendance during testimony of witness WELFARE AND INSTITUTIONS CODE

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729.6 Counseling UNITED STATES CODE, TITLE 18 921 Definitions, firearm UNITED STATES CODE, TITLE 20 1415(K) Placement in alternative educational setting 7151 Gun-free schools COURT DECISIONS T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267 Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421 Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321 Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807 Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182 John A. v. San Bernardino School District (1982) 33 Cal. 3d 301 ATTORNEY GENERAL OPINIONS 84 Ops.Cal.Atty.Gen. 146 (2001) 80 Ops.Cal.Atty.Gen. 91 (1997) 80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources: CSBA PUBLICATIONS Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011 U.S. DEPARTMENT OF EDUCATION PUBLICATIONS Office for Civil Rights' (OCR) April 2011 Dear Colleague Letter: Sexual Violence Civil Rights Data Collection Summary, March 2012 WEB SITES CSBA: <http://www.csba.org> California Attorney General's Office: <http://www.oag.ca.gov> California Department of Education: <http://www.cde.ca.gov> U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf> U.S. Department of Education, Office of Safe and Drug-Free Schools: <http://www.ed.gov/about/offices/list/osdfs>

7/14/04: A/23/14A; 4/1/15A; 5/13/15A

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OAKLAND UNIFIED SCHOOL DISTRICT

Administrative Regulation

AR 5144
Students

Discipline

The District and staff are committed to establishing positive learning environments that ensure that all students have access to a quality education. The District recognizes that a key aspect of maintaining a healthy and safe environment is establishing order and maintaining discipline in our schools. This goal can only be achieved through the cooperative efforts of our school personnel, students, parents, guardians, and our community.

The District believes that developing strong relationships with families is the first step in establishing safe and healthy schools. The District and staff desire to work collaboratively with families to establish positive relationships that aid in the development and achievement of all students. School staff members are encouraged to contact parents early in the school year to proactively establish positive school-home communication and throughout the school year to share student successes and challenges, and develop plans to help students have access to a quality education.

The District is committed to eliminating disparity in school discipline with respect to its underserved populations by reducing the number of referrals, suspensions, and expulsions. The staff will engage in restorative practices that enhance school culture and improve discipline systems to address equity.

Site-Level Rules

In developing site-level disciplinary rules, the school shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. For junior high and high schools, students enrolled in the school

The rules shall be consistent with law, Governing Board policy, and district regulations. The development of the rules shall be informed by school-level discipline data as described in BP 5144.

The school shall also solicit participants' views on whether site-level and District-level discipline rules are being equitably and fairly applied. The confidentiality of student records shall be maintained at all times.

Alternative Means of Correction

Each school is responsible for incorporating a Response to Intervention (RTI) framework into its Community Schools Strategic Site Plan (CSSSP) to reduce referrals and suspensions through pro-active intervention, positive behavioral support, restorative practices, and other non-punitive approaches to discipline. RTI is a prevention system focused on maximizing student achievement, reducing behavior problems, and avoiding loss of instructional time through the use of tiered interventions.

Referral of students from the classroom environment for misbehavior should be avoided. The District expects that alternatives to suspension and progressive discipline approaches shall be utilized prior to referring a student out of the classroom. The District expects that alternatives aligned with the school's RTI framework and District policies will be undertaken within the classroom except where suspension for a first offense is permitted by Education Code 48900.5, as further described in AR 5144.1, or where it can be documented that the behavior violation imposes a clear danger to persons. Classroom-based strategies include, but are not limited to:

1. Explicit re-teaching of behavioral expectations;
2. Separating students;
3. Writing an apology letter;
4. Assignment of additional tasks;
5. Phone call to parent;
6. Keeping students after class;
7. Restorative conference with student(s) or class;
8. Creation of a positive behavior contract;
9. Conference with student;
10. Conference with parent and the student.

Parents should be notified if there is an escalating pattern of misbehavior that could lead to classroom or school removal. Students who exhibit a pattern of misbehavior should be provided more intensive support and interventions. Appropriate school-based strategies include, but are not limited to:

1. A conference between school staff and the student and his/her parents/guardians.
2. Referral to a school counselor or other school support service personnel for case management and counseling.
3. Referral for drug or alcohol counseling.
4. Convening of a Student Study Team (SST), Coordination of Services Team (COST), or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and his/her parents/guardians.
5. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan.
6. Enrollment in a program for teaching social/emotional behavior or anger management.

7. Participation in a restorative justice program or conversation/circle.
8. A positive behavior support approach with tiered interventions that occur during the school day on campus.
9. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.
10. Detention after school hours as provided in the section below entitled "Detention After School."
11. Community service as provided in the section below entitled "Community Service."
12. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities.

Recess Restriction

A teacher may restrict a student's recess time only when he/she believes that this action is the most effective way to bring about improved behavior. When recess restriction may involve the withholding of physical activity from a student, the teacher shall try other interventions before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under the supervision of an appropriate employee during the period of restriction.
3. Teachers shall inform the principal of any recess restrictions they impose.

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

Detention After School

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day. (5 CCR 353)

If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. The student shall not be detained unless the principal or designee notifies the parent/guardian.

In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs. (5 CCR 307, 353)

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

(cf. 6176 - Weekend/Saturday Classes)

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may, at his/her discretion, require a student to perform community service during nonschool hours on school grounds, or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then a student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Referrals

The Board desires the adoption of the RTI framework to facilitate a consistent approach for positive, pro-social behavior management (BP 5144). The District expects teachers to attempt RTI interventions prior to making a referral out of the classroom except where suspension for a first offense is permitted or mandated by law as described in AR 5144.1 pp. 8-9.

When a referral out of the classroom is made, site administrator or designee must ensure that site staff completed the following:

1. Teacher completed universal referral form (starting in the 2014-2015 school year);
2. Site administrator or designee reviewed universal referral form and, if warranted, assigned appropriate consequences;
3. Site administrator or teacher contacted the student's parents/guardians and notified them of any consequences;
4. Site administrator or designee investigated the reasons for the student's conduct;
5. Site administrator or designee recorded the classroom interventions and referral in the District's database. (Education Code 48900.5)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians in the Parent Guide about the availability of district rules related to discipline. (Education Code 35291, 48980)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall also provide written notice of the rules related to discipline to transfer students at the time of their enrollment in the district.

Effective July 1, 2014

8/25/04, 4/23/14

OAKLAND UNIFIED SCHOOL DISTRICT

Administrative Regulation

Students

AR 5144.1

Suspension and Expulsion Process

Notice of Regulations

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

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

The teacher of any class from which a student is suspended pursuant to Section 48910 shall require the student to complete any assignments and tests missed during the suspension. The school will monitor and address the educational needs of the student that arise due to the loss of instructional time. (Education Code 48913). However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level.

2. Referral to a certificated employee designated by the principal to advise students.

3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Referral means removal from classroom instruction for discipline reasons.

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

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

School day means a day upon which the schools of the district are in session on weekdays during

the summer recess. (Education Code 48925)

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

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

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

The District database is the Aeries Student Information System.

Restorative Justice (RJ) is a process where all stakeholders affected by an injustice have an opportunity to discuss how they have been affected by the injustice and to decide what should be done to repair the harm.

Positive Behavioral Interventions and Supports (PBIS) is a framework for providing a range of systemic and individualized strategies for achieving important academic and behavioral outcomes while preventing problem behaviors.

Social and emotional learning (SEL) is a process through which children and adults develop the fundamental skills for life effectiveness. The five SEL competencies are: self-awareness, self-management, social awareness, relationship skills, and responsible decision-making.

Response to Intervention (RTI) is a prevention system focused on maximizing student achievement, reducing behavior problems, and avoiding loss of instructional time through the use of tiered interventions.

Grounds for Suspension and Expulsion

The following is a list of grounds for which suspension and expulsion may be permitted or shall be imposed subject to the restrictions and requirements herein:

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense (Education Code 48900(a))

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, such a student may be suspended or expelled pursuant to Education Code 48900(g) when he/she has

been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Effective January 1, 2015, as provided in California Education Code section 48900(k), no student enrolled in grades K-Kindergarten through third grade may be suspended or expelled for

disrupting school activities or willfully defying the authority of school personnel ("disruption and willful defiance") and no student in TK-12 may be expelled for willful disruption or defiance.

Effective July 1, 2016, no student enrolled in grades K-Kindergarten through twelve (TK-12) grades may be suspended or expelled for disrupting school activities or willfully defying the authority of school personnel. The Board will review data regarding suspensions for defiance in Grades 4 through 12 in August 2015 and January 2016. If based on review of the data, it appears further steps should be undertaken to meet the goal of eliminating suspensions for defiance by July 1, 2016, the Board will direct the Superintendent to implement such additional measures to achieve the goal of no suspensions for defiance by July 1, 2016.

(cf. 5131.4 - Student Disturbances)

12. Knowingly received stolen school property or private property (Education Code 48900(l))

13. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266e, 285, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

17. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

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

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

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more

students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property, cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 (items #20-22 below), that has any of the effects described above on a reasonable student.

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

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

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

19. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

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

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

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

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

(cf. 5145.7 - Sexual Harassment)

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

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

(cf. 5145.9 - Hate-Motivated Behavior)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

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

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

(cf. 5131.1 - Bus Conduct)

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

(cf. 5112.5 - Open/Closed Campus)

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

Teacher-Initiated Suspensions Pursuant to Section 48910

The Board desires the adoption of the RTI framework to facilitate a consistent approach for positive, pro-social behavior management (BP 5144). The District expects teachers to attempt RTI interventions prior to initiating a suspension pursuant to Section 48910 except where suspension for a first offense is permitted or mandated by law, as described on pp. 8-9 below.

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

The site administrator or designee shall ensure that site staff completed the following:

1. The teacher completed the Teacher-Initiated Pupil Suspension Report and, starting in the 2014-2015 school year, the universal office referral form.
2. The teacher contacted the parent/guardian to request their participation in a parent-teacher conference regarding the suspension within 24 hours. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)
3. The site administrator or designee reviewed the universal office referral form and completed the in-school suspension form if warranted.
4. The site administrator or designee contacted parent/guardian regarding the suspension.
5. The site administrator or designee recorded the classroom interventions and referral in the District database.

(cf AR 5144)

A student suspended from class pursuant to Section 48910 shall not be returned to class during the period of suspension without the approval of the teacher of the class and the principal (Education Code 48910)

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

The teacher of any class from which a student is suspended pursuant to Section 48910 shall require the student to complete any assignments and tests missed during the suspension. The school will monitor and address the educational needs of the student that arise due to the loss of instructional time. (Education Code 48913)

When suspending a student in Grades TK-3 from class for committing an obscene act, engaging in habitual profanity or vulgarity, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1) The teacher of the class may also require any parent/guardian who lives with the student to attend a portion of the school day in the class to assist in resolving classroom behavior problems.

Through June 30, 2016, when suspending a student in Grades 4-12 from class for committing an

obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)

Effective July 1, 2016, when suspending a student in any grade from class for committing an obscene act, engaging in habitual profanity or vulgarity, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1) The teacher of the class may also require any parent/guardian who lives with the student to attend a portion of the school day in the class to assist in resolving classroom behavior problems.

Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and his/her parents/guardians and to improve the student's behavior.

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

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

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

This notice shall also:

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

At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other method that maintains the confidentiality of the student's records.

(cf. 5125 - Student Records)

District regulations shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

Suspensions by Superintendent, Principal, or Designee

The Board does not support a zero tolerance approach to discipline except where mandated by law. Schools may not adopt zero tolerance policies that conflict with District discipline policies. The Board desires that schools will adopt, engage, and implement positive approaches to addressing problem behavior prior to initiating the suspension of a student.

Suspension for a first time offense is limited to certain serious offenses (listed below in permissible and mandatory categories) or where it can be documented that the presence of a student causes a danger to persons.

Defiance

Effective January 1, 2015, as provided in California Education Code section 48900(k), no student enrolled in grades T-Kindergarten through third grade may be suspended or expelled for disrupting school activities or willfully defying the authority of school personnel ("disruption and willful defiance") and no student regardless of grade may be expelled for willful defiance or disruption.

Effective July 1, 2016, no student enrolled in grades T-Kindergarten through twelve (TK-12) grades may be suspended or expelled for disrupting school activities or willfully defying the authority of school personnel. Suspension and expulsion shall not be imposed for a violation of Education Code section 48900(k), including disruption of school activities or willful defiance. The District expects schools to develop appropriate interventions, for example, behavioral plans, for students who engage in a pattern of defiant behavior.

Defiance is when a student continues to disobey a school official, teacher, or administrator after having been taught the rules and expectations of the school and the student displays behavior that directly interferes with the rights of others to learn.

The Board will review data regarding suspensions for defiance in Grades 4 through 12 in August 2015 and January 2016. If based on review of the data, it appears further steps should be undertaken to meet the goal of eliminating suspensions for defiance by July 1, 2016, the Board will direct the Superintendent to implement such additional measures to achieve the goal of no suspensions for defiance by July 1, 2016.

Discipline and Intervention Matrix for Administrators

Attached to this Administrative Regulation is the discipline and intervention matrix aligned to the District's Response to Intervention (RTI) framework and models a progressive and holistic

approach to discipline. As provided in the Board Policy, each school is responsible for adopting strategies, programs and interventions within an RTI framework to facilitate a positive approach to behavior management. Even if suspension is appropriate, administrators must first consider whether other interventions should be used.

Except where suspension for a first offense is permitted or mandatory (as described above), in-school and out-of-school suspension and other sanctions that result in a student's loss of instruction shall only be imposed when the principal or designee has determined that other means of correction that are consistent with District policies and procedures have failed to bring about proper conduct. (Education Code 48900.5) As described in AR 5144, RTI interventions and other alternatives to suspension should be attempted and evaluated prior to referral from the classroom. In addition, the principal or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

The Principal or designee shall complete the suspension form and record the suspension in the District's database.

(cf. 5125 - Student Records)

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

(cf. 5144.2 Suspension & Expulsion/Due Process (Students With Disabilities))
(cf. 6184 - Continuation Education)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines

that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. All suspensions shall be recorded in the District database. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

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

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

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

Although the parent/guardian is required to respond without delay to a request for a conference about his/her child's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)

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

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or Principal determines, following a meeting

in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

In addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

The student shall be responsible for contacting the school to receive assignments to be completed during the period of the suspension. The school shall make available all assignments and tests that the student will miss while suspended.

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspensions by Superintendent, Principal, or Designee" above. (Education Code 48912)

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

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

(cf. 9321 - Closed Session Purposes and Agendas)

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

Supervised Suspension Classroom

A student for whom an expulsion action has not been initiated and who poses no imminent

danger or threat to the school, students, or staff may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply. (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law and by certificated employees.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom except where otherwise set out in the student's Individualized Education Program (IEP) or Section 504 plan. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

The Principal or designee shall complete the in-school suspension form and record the suspension in the District's database.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Involuntary Transfer

Effective January 1, 2015, the District may not involuntarily transfer a student in Grades TK-3rd grade to another school based on a finding of disruption of school activities or willful defiance of the authority of school personnel (California Education Code section 48900(k)).

Effective July 1, 2016, the District may not involuntarily transfer a student to another school based on a finding of disruption of school activities or willful defiance of the authority of school personnel (California Education Code section 48900(k)).

Involuntary transfers may only occur following a recommendation for expulsion and after a hearing before the District's Disciplinary Hearing Panel (DHP) consistent with the requirements in Education Code section 48918 and the notice and hearing procedures set forth below for expulsions. In addition, an involuntary transfer to a continuation school must be made pursuant to Education Code section 48432.5.

Expulsions

The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion" (see page 13).

(Education Code 48915)

For all other grounds listed under "Grounds for Suspension and Expulsion," the Board shall order a student expelled upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (c))

1. That other means of correction have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Authority to Expel

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

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

For all other grounds listed above under "Grounds for Suspension and Expulsion," the Board shall order a student expelled upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (c))

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

Recommendation for Expulsion Expected Unless It Is Not Appropriate or Alternative Means of Correction Would Address the Conduct

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

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11055-11058, except for (a) the first offense for the possession of not more than one ounce of

marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician

4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Mandatory Recommendation and Mandatory Expulsion

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

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

Possession of an imitation firearm, as defined in Education Code 48900(m), shall not be regarded as an offense requiring a mandatory recommendation for expulsion and mandatory expulsion. However, an administrator shall have discretion on a case-by-case basis to recommend expulsion for the possession of an imitation firearm.

2. Brandishing a knife as defined in Education Code 48915(g) at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
5. Possessing an explosive as defined in 18 USC 921

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

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed one of the acts listed above under "Grounds for Suspension and Expulsion." (Education Code 48918(z))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent

postponement may be granted at the Board's discretion. (Education Code 48918(a))

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

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

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

Rights of Complaining Witness

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

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

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

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

The rights of a complaining witness are further outlined in Administrative Regulation 5145.7 (Sexual Harassment).

Written Notice of the Expulsion Hearing

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

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

(cf. 5119- Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

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

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

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

Additional Notice of Expulsion Hearing for Foster Youth

At least 10 days prior to a hearing to determine if a student who is a foster youth as defined under Education Code 48853.5 should be expelled for an offense not requiring a mandatory recommendation for expulsion, the Superintendent or designee shall notify the student's attorney and a representative of an appropriate county child welfare agency. If the hearing is pursuant to an offense requiring a mandatory expulsion recommendation, the Superintendent or designee may provide the same notification. The notice shall be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

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

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(h))

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

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(i))

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

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experience of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

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

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

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the expulsion referral was made, unless the parent, guardian, or responsible adult of the pupil requests another school placement in writing. Before the placement decision is made by the parent, guardian, or responsible adult, the superintendent of schools or the superintendent's designee shall consult with school district personnel, including the pupil's teachers, and the parent, guardian, or responsible adult regarding any other school placement options for the pupil

in addition to the option to return to his or her classroom instructional program from which the expulsion referral was made. If the hearing officer or administrative panel finds that the pupil committed any of the acts specified in subdivision (c) of Section 48915, but does not recommend expulsion, the pupil shall be immediately reinstated and may be referred to his or her prior school or another comprehensive school, or, pursuant to the procedures set forth in Section 48432.5, a continuation school of the school district. The decision not to recommend expulsion shall be final. (Education Code 48918(e))

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

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

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

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

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education

assessments, job training, counseling, employment, community service, or other rehabilitative programs

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

Written Notice to Expel

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

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

Decision Not to Enforce Expulsion Order

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

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

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the

rehabilitation program. (Education Code 48917)

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

Right to Appeal

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

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

Notification to Law Enforcement Authorities

The Oakland School Police Department (OSPD) exists to support the educational mission of the District by ensuring the safety and security of the District's students, staff, and property.

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

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

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

Post-Expulsion Placements

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

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

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #20-22 under "Grounds for Suspension and Expulsion" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

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

Readmission After Expulsion

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)

2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.

4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.

5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)

7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

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

Maintenance of Records

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

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

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

(cf. 5119 - Students Expelled from Other Districts)

Outcome Data

Outcome Data

The Superintendent or designee shall maintain the following data and report such data annually to the California Department of Education, using forms supplied by the California Department of Education: (Education Code 48900.8, 48916.1)

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

Public Reporting of Discipline Data

The Superintendent or designee shall ensure that the following data is publicly available on the District's public website twice annually, within 60 days after the completion of each semester:

1. The aggregate number and rates of office referrals, teacher suspensions, supervised in-school and out-of-school suspensions, involuntary transfers, expulsion referrals, expulsions, on-campus citations, and school-based arrests (from both OPD and OSPD), and four-year graduation and drop-out rates, disaggregated by all subgroups, including race, gender, ethnicity, English Language Learner status, socio-economic status, foster youth, homeless youth, and disability and by offense for the district and by school-site.
2. The number of instructional days and ADA funding lost to suspensions, transfers, and expulsions.
3. The school sites to which students were transferred after the Disciplinary Review Hearing procedure or through any involuntary transfer process, whether they enrolled subsequently, and the outcomes for such students, including, but not limited to, graduation and drop-out rates.
4. In reporting such data, the privacy of individual students and teachers shall be protected. Data will not be disaggregated in any manner that could reveal

student identity to the public or to knowledgeable members of the school community. The data shall be reported for the district as a whole and for each school-site.

5. The procedures shall also include requirements that appropriate district and school officials regularly review this data and take action to address disparities or disproportionate use of punitive discipline measures for particular subgroups.

Convene Safe and Strong Schools Sub-Committee

The Superintendent shall convene a Safe and Strong Schools sub-committee as part of the Pathway to Excellence Strategic Plan Quality Community Schools Committee that will include parents, students, representatives from community organizations, teachers, administrators and partner organizations. The sub-committee will meet at least twice a year, one meeting to occur in January to review the annual report to OCR that is submitted in the fall of the prior year and review the District's progress in successful implementation of RJ, PBIS and Manhood Development programs and the Three Year Plan ("Transforming School Culture" Three Year Plan, OCR Compliance Review No. 09125001); and one meeting in October to review 1) the discipline data from the prior school year, 2) the District's progress in successful implementation of RJ, PBIS and Manhood Development programs and the Three Year Plan ("Transforming School Culture" Three Year Plan, OCR Compliance Review No. 09125001), and 3) through June 30, 2016, data regarding suspensions for defiance in Grades 4 through 12. In reviewing the suspension for defiance data, the sub-committee shall consider whether to recommend that the Superintendent undertake additional measures if it appears the District is not on target for the successful elimination of willful defiance as a basis for suspension or expulsion for all grade levels TK-12 effective July 1, 2016.

Annual Community Forum

The Superintendent will convene a community forum in the Spring of 2016 and 2017 to update the community on transforming school climate and disparities in school discipline, including but not limited to the implementation of the VRP and the Three Year Plan and to establish a dialogue with the community about the types of non-policing resources and interventions needed to keep schools strong and safe and students out of the juvenile justice system. The Superintendent will report the results of the Community Forum to the Board during the Superintendent's report as a part of a regularly scheduled Board meeting. The need to continue an annual forum will be considered as part of the district's exit plan from the VRP with the OCR in 2017.

Expungement of Student Disciplinary Records

As provided in Board Policy 5144.3, a student, parent, guardian, appointed advocate on behalf of the student, or Superintendent on behalf of a student, may apply for expungement of student disciplines record which meet the criteria set forth in BP 5144.3.

Complaint Process

The Superintendent shall develop a complaint form to allow members of the school community and public to raise concerns if restorative justice or another restorative approach is not available at a school site as an alternative to suspension. The complaint form will be available on the District's website, the District Discipline Office and the District Ombudsperson's Office. The Ombudsperson shall investigate such complaints and within 90 days of complaint submission develop a plan with the school site for addressing the complaint and provide a written response to the complaining party.

8/25/04; 4/23/14A; 5/13/15A

Attachment

Student Discipline and Intervention Matrix dated April 7, 2015

Student Discipline and Intervention Matrix

<u>Behavior/Offense</u>	<u>Recommended Intervention</u>	<u>Suspension</u>	<u>Referral for Expulsion</u>	<u>Notice to Police</u>
Type I (Classroom-Managed Behaviors)				
Dress code violation	Teachers are expected to complete at least 3 Pre-Referral Interventions from the Universal Referral Form (URF) before an office-referral (see Pre-Referral Intervention Guide for details).	No	No	No
Picking on, bothering or distracting other students				
Technology violation (i.e. using cell phone in class without permission)				
Use of profanity or vulgarity (not directed towards adults)				
Failure to follow directions (all grades)				
Cutting class or repeatedly truant				
Possessed or used tobacco				
Type II				
Repeated Type I offense	One or more appropriate interventions from the Post-Referral Guide (also listed at the bottom of the URF).	No	No	No
Repeated failure to follow directions (K-3) (suspension never permitted for K-3)				
Repeated failure to follow directions (4-12)				
Use of profanity toward adults				
Trespassing				
Bullying/Harassment Level 1 (teasing, name calling, excluding, giving dirty looks, gossiping)				
Sexual Harassment Level 1 (verbal, written, or electronic comments that are sexually offensive or degrading)				
Intentional destruction of school property including graffiti or tagging		Discouraged and not permitted unless tiered interventions have been attempted and failed. [Note that out-of-school suspensions for defiance will be phased out by 2017.] Sexual Harassment Optional 1 day		
Possession of firecrackers (non-projectile)		Optional 1 day		
False activation of fire alarm	Optional 1 day			
Type III				

Revision date: April 7, 2015

<u>Behavior/Offense</u>	<u>Recommended Intervention</u>	<u>Suspension</u>	<u>Referral for Expulsion</u>	<u>Notice to Police</u>
Repeated Type II	Parent consultation and one or more appropriate interventions from the Post-Referral Intervention Guide.	Discouraged and not permitted unless tiered interventions have been attempted and failed. K-3 students may not be suspended for defiance.	No	No
Failure to follow directions when it causes an unsafe situation (4-12) (suspension never permitted for K-3)		Case-by-case basis depending on safety issue or mitigating factors	No	No
Bullying/Harassment Level 2 (bullying based on race, disability, sexuality, and other protected classes, or pushing, poking, tripping, shoving or making threats)		Optional 1-2 days (except that K-4 students may not be suspended for harassment or sexual harassment)	Discouraged unless secondary factors present *	
Sexual Harassment Level 2 (touching that is uncomfortable, embarrassing, and/or offensive but does not arise to the level of sexual battery)				
Stole or attempted to steal school or private property (not directly from a person but from an unattended location such as a backpack)				
Possessed or sold drug paraphernalia				
Engaging in sexual behavior on campus				
Caused, attempted to cause, or threatened to cause physical injury to another person (not involving threats re weapons)				If force likely to cause great bodily injury or a deadly weapon was involved
Fighting Level 1 (mutual combat resulting in minor injuries such as cuts, scrapes) or instigating a physical altercation				
Intoxication	Parent consultation plus referral for substance abuse assessment.	No unless student refuses substance abuse assessment	No	No

<u>Behavior/Offense</u>	<u>Recommended Intervention</u>	<u>Suspension</u>	<u>Referral for Expulsion</u>	<u>Notice to Police</u>
Type IV				
Fighting level 2 (one-sided fighting resulting in minor injuries such as cuts, scrapes)	Parent conference plus one or more appropriate interventions from the Post-Referral Guide	Optional; no more than 3 days (except that K-4 students may not be suspended for harassment or sexual harassment)	Expulsion permitted if secondary factors present	If force used was likely to cause great bodily injury or a deadly weapon was involved
Bullying Level 3 (severe or pervasive conduct, including online conduct, that has a substantially detrimental effect on physical or mental health or as described in 48900(r))				No (but note that a sexual battery must be reported to police)
Sexual Harassment Level 3 (severe or pervasive conduct of a sexual nature as described in 48900.2)				No
Possessing and/or using marijuana (with no intent to sell)			Expulsion not permitted for first offense of possession of one ounce of marijuana; expulsions permitted for repeated offenses if tiered interventions have failed or student poses danger	No
Possession of an imitation firearm such as a BB gun		Case-by-case basis depending on safety threat or mitigating factors	Case-by-case basis depending on safety threat or mitigating	Yes

Revision date: April 7, 2015

<u>Behavior/Offense</u>	<u>Recommended Intervention</u>	<u>Suspension</u>	<u>Referral for Expulsion</u> factors	<u>Notice to Police</u>
Committed harassment, threats, or intimidation against a student witness (including gang related behavior)		Optional, up to 5 days	Expulsion discretionary	Depends on nature of threats
Threatening to cause physical injury with a weapon				No unless in possession of a weapon at the time of the threat
Type V (Expulsion "Expected")				
Possession of a knife, taser, stun gun, or other dangerous object (brandishing a knife and possessing firearm/explosive listed separately)	Welcome circle to develop reentry plan including referral to COST.	Expected, 3 days if referring for expulsion.	Expected, unless administrator determines that expulsion should not be recommended under the circumstances or an alternative means of correction would address the conduct	Yes
Caused serious physical injury to another person except in self-defense (or Fighting Level 3)				If force used was likely to cause great bodily injury or a deadly weapon was involved
Committed or threatening an assault or battery on a school employee				Yes
Committed robbery (taking property directly from someone)				Yes
Possessing and/or using a controlled substance other than marijuana				Yes
Type VI (The "Big 5" Offenses)				
Committed or attempted sexual assault or battery	Welcome circle to develop reentry plan including referral to COST.	Mandatory, 5 days	Mandatory	Yes
Selling a controlled substance ¹ (see note below)				

¹ Administrators who find an ounce or less of marijuana on a student should presume that the student had the marijuana for their own consumption (see Type IV offense) and *not* for the purpose of selling.

<u>Behavior/Offense</u>	<u>Recommended Intervention</u>	<u>Suspension</u>	<u>Referral for Expulsion</u>	<u>Notice to Police</u>
Possessing, selling, or furnishing a firearm				
Brandishing a knife				
Possession of an explosive				

(Revision date: April 7, 2015)

OAKLAND UNIFIED SCHOOL DISTRICT

Administrative Regulation

Students

AR 5144.1

Suspension and Expulsion Process

Notice of Regulations

At the beginning of each school year, the District shall ensure that all students and parents/guardians are notified in writing of the availability of all rules related to discipline, including suspension and expulsion. (Education Code 35297, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

The teacher of any class from which a student is suspended pursuant to Section 48910 shall require the student to complete any assignments and tests missed during the suspension. The school will monitor and address the educational needs of the student that arise due to the loss of instructional time. (Education Code 48913). However, suspension does not mean any of the following: (Education Code 48925)

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

Referral means removal from classroom instruction for discipline reasons.

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

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

School day means a day upon which the schools of the district are in session on weekdays during

the summer recess. (Education Code 48925)

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

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

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

The District database is the Aeries Student Information System.

Restorative Justice (RJ) is a process where all stakeholders affected by an injustice have an opportunity to discuss how they have been affected by the injustice and to decide what should be done to repair the harm.

Positive Behavioral Interventions and Supports (PBIS) is a framework for providing a range of systemic and individualized strategies for achieving important academic and behavioral outcomes while preventing problem behaviors.

Social and emotional learning (SEL) is a process through which children and adults develop the fundamental skills for life effectiveness. The five SEL competencies are: self-awareness, self-management, social awareness, relationship skills, and responsible decision-making.

Response to Intervention (RTI) is a prevention system focused on maximizing student achievement, reducing behavior problems, and avoiding loss of instructional time through the use of tiered interventions.

Grounds for Suspension and Expulsion

The following is a list of grounds for which suspension and expulsion may be permitted or shall be imposed subject to the restrictions and requirements herein:

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

1) Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense (Education Code 48900(a))

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, such a student may be suspended or expelled pursuant to Education Code 48900(a) when he/she has

been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(i))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Effective January 1, 2015, as provided in California Education Code section 48900(k), no student enrolled in grades I-Kindergarten through third grade may be suspended or expelled for

disrupting school activities or willfully defying the authority of school personnel ("disruption and willful defiance") and no student in TK-12 may be expelled for willful disruption or defiance.

Effective July 1, 2016, no student enrolled in grades TK-Kindergarten through twelve (TK-12) grades may be suspended or expelled for disrupting school activities or willfully defying the authority of school personnel. The Board will review data regarding suspensions for defiance in Grades 4 through 12 in August 2015 and January 2016. If based on review of the data, it appears further steps should be undertaken to meet the goal of eliminating suspensions for defiance by July 1, 2016, the Board will direct the Superintendent to implement such additional measures to achieve the goal of no suspensions for defiance by July 1, 2016.

(cf. 5131.4 - Student Disturbances)

12. Knowingly received stolen school property or private property (Education Code 48900(l))

13. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

17. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

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

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

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more

students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 (items #20-22 below), that has any of the effects described above on a reasonable student.

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

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

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

19. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

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

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

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

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

(cf. 5145.7 - Sexual Harassment)

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

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

(cf. 5145.9 - Hate-Motivated Behavior)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

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

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

(cf. 5131.1 - Bus Conduct)

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

(cf. 5112.5 - Open/Closed Campus)

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

Teacher-Initiated Suspensions Pursuant to Section 48910

The Board desires the adoption of the RTI framework to facilitate a consistent approach for positive, pro-social behavior management (BP 5144). The District expects teachers to attempt RTI interventions prior to initiating a suspension pursuant to Section 48910 except where suspension for a first offense is permitted or mandated by law, as described on pp. 8-9 below.

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

The site administrator or designee shall ensure that site staff completed the following:

1. The teacher completed the Teacher-Initiated Pupil Suspension Report and, starting in the 2014-2015 school year, the universal office referral form.
2. The teacher contacted the parent/guardian to request their participation in a parent-teacher conference regarding the suspension within 24 hours. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)
3. The site administrator or designee reviewed the universal office referral form and completed the in-school suspension form if warranted.
4. The site administrator or designee contacted parent/guardian regarding the suspension.
5. The site administrator or designee recorded the classroom interventions and referral in the District database.

(cf. AR 5144)

A student suspended from class pursuant to Section 48910 shall not be returned to class during the period of suspension without the approval of the teacher of the class and the principal. (Education Code 48910)

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

The teacher of any class from which a student is suspended pursuant to Section 48910 shall require the student to complete any assignments and tests missed during the suspension. The school will monitor and address the educational needs of the student that arise due to the loss of instructional time. (Education Code 48913)

When suspending a student in Grades PK-3 from class for committing an obscene act, engaging in habitual profanity or vulgarity, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1) The teacher of the class may also require any parent/guardian who lives with the student to attend a portion of the school day in the class to assist in resolving classroom behavior problems.

Through June 30, 2016, when suspending a student in Grades 4-12 from class for committing an

obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)

Effective July 1, 2016, when suspending a student in any grade from class for committing an obscene act, engaging in habitual profanity or vulgarity, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1) The teacher of the class may also require any parent/guardian who lives with the student to attend a portion of the school day in the class to assist in resolving classroom behavior problems.

Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and his/her parents/guardians and to improve the student's behavior.

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

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

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

This notice shall also:

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

At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other method that maintains the confidentiality of the student's records.

(c) 5125 - Student Records)

District regulations shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

Suspensions by Superintendent, Principal, or Designee

The Board does not support a zero tolerance approach to discipline except where mandated by law. Schools may not adopt zero tolerance policies that conflict with District discipline policies. The Board desires that schools will adopt, engage, and implement positive approaches to addressing problem behavior prior to initiating the suspension of a student.

Suspension for a first time offense is limited to certain serious offenses (listed below in permissible and mandatory categories) or where it can be documented that the presence of a student causes a danger to persons.

Defiance

Effective January 1, 2015, as provided in California Education Code section 48900(k), no student enrolled in grades T-Kindergarten through third grade may be suspended or expelled for disrupting school activities or willfully defying the authority of school personnel ("disruption and willful defiance") and no student regardless of grade may be expelled for willful defiance or disruption.

Effective July 1, 2016, no student enrolled in grades T-Kindergarten through twelve (TK-12) grades may be suspended or expelled for disrupting school activities or willfully defying the authority of school personnel. Suspension and expulsion shall not be imposed for a violation of Education Code section 48900(k), including disruption of school activities or willful defiance. The District expects schools to develop appropriate interventions, for example, behavioral plans, for students who engage in a pattern of defiant behavior.

Defiance is when a student continues to disobey a school official, teacher, or administrator after having been taught the rules and expectations of the school and the student displays behavior that directly interferes with the rights of others to learn.

The Board will review data regarding suspensions for defiance in Grades 4 through 12 in August 2015 and January 2016. If based on review of the data, it appears further steps should be undertaken to meet the goal of eliminating suspensions for defiance by July 1, 2016, the Board will direct the Superintendent to implement such additional measures to achieve the goal of no suspensions for defiance by July 1, 2016.

Discipline and Intervention Matrix for Administrators

Attached to this Administrative Regulation is the discipline and intervention matrix aligned to the District's Response to Intervention (RTI) framework and models a progressive and holistic

approach to discipline. As provided in the Board Policy, each school is responsible for adopting strategies, programs and interventions within an RTI framework to facilitate a positive approach to behavior management. Even if suspension is appropriate, administrators must first consider whether other interventions should be used.

Except where suspension for a first offense is permitted or mandatory (as described above), in-school and out-of-school suspension and other sanctions that result in a student's loss of instruction shall only be imposed when the principal or designee has determined that other means of correction that are consistent with District policies and procedures have failed to bring about proper conduct. (Education Code 48900.5) As described in AR 5144, RTI interventions and other alternatives to suspension should be attempted and evaluated prior to referral from the classroom. In addition, the principal or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

The Principal or designee shall complete the suspension form and record the suspension in the District's database.

(cf. 5125 - Student Records)

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

(cf. 5144.2 Suspension & Expulsion/Due Process (Students With Disabilities))

(cf. 6184 - Continuation Education)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines

that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. All suspensions shall be recorded in the District database. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

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

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

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

Although the parent/guardian is required to respond without delay to a request for a conference about his/her child's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)

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

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or Principal determines, following a meeting

in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

In addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

The student shall be responsible for contacting the school to receive assignments to be completed during the period of the suspension. The school shall make available all assignments and tests that the student will miss while suspended.

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspensions by Superintendent, Principal, or Designee" above. (Education Code 48912)

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

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

(cf. 9321 - Closed Session Purposes and Agendas)

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

Supervised Suspension Classroom

A student for whom an expulsion action has not been initiated and who poses no imminent

danger or threat to the school, students, or staff may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law and by certificated employees.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom except where otherwise set out in the student's Individualized Education Program (IEP) or Section 504 plan. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

The Principal or designee shall complete the in-school suspension form and record the suspension in the District's database.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Involuntary Transfer

Effective January 1, 2015, the District may not involuntarily transfer a student in Grades TK-3rd grade to another school based on a finding of disruption of school activities or willful defiance of the authority of school personnel (California Education Code section 48900(k)).

Effective July 1, 2016, the District may not involuntarily transfer a student to another school based on a finding of disruption of school activities or willful defiance of the authority of school personnel (California Education Code section 48900(k)).

Involuntary transfers may only occur following a recommendation for expulsion and after a hearing before the District's Disciplinary Hearing Panel (DHP) consistent with the requirements in Education Code section 48918 and the notice and hearing procedures set forth below for expulsions. In addition, an involuntary transfer to a continuation school must be made pursuant to Education Code section 48432.5.

Expulsions

The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion" (see page 13).

(Education Code 48915)

For all other grounds listed under "Grounds for Suspension and Expulsion," the Board shall order a student expelled upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (c))

1. That other means of correction have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Authority to Expel

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

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

For all other grounds listed above under "Grounds for Suspension and Expulsion," the Board shall order a student expelled upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (c))

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

Recommendation for Expulsion Expected Unless It is Not Appropriate or Alternative Means of Correction Would Address the Conduct

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

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of

marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician

4. Robbery or extortion

5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Mandatory Recommendation and Mandatory Expulsion.

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

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

Possession of an imitation firearm, as defined in Education Code 48900(m), shall not be regarded as an offense requiring a mandatory recommendation for expulsion and mandatory expulsion. However, an administrator shall have discretion on a case-by-case basis to recommend expulsion for the possession of an imitation firearm

2. Brandishing a knife as defined in Education Code 48915(g) at another person

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4

5. Possessing an explosive as defined in 18 USC 921

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

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed one of the acts listed above under "Grounds for Suspension and Expulsion." (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent

postponement may be granted at the Board's discretion. (Education Code 48918(a))

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

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

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

Rights of Complaining Witness

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

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

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

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

The rights of a complaining witness are further outlined in Administrative Regulation 5145.7 (Sexual Harassment).

Written Notice of the Expulsion Hearing

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

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

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

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

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

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

Additional Notice of Expulsion Hearing for Foster Youth

At least 10 days prior to a hearing to determine if a student who is a foster youth as defined under Education Code 48853.5 should be expelled for an offense not requiring a mandatory recommendation for expulsion, the Superintendent or designee shall notify the student's attorney and a representative of an appropriate county child welfare agency. If the hearing is pursuant to an offense requiring a mandatory expulsion recommendation, the Superintendent or designee may provide the same notification. The notice shall be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

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

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

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

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

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

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

a. Any complaining witness shall be given five days' notice before being called to testify.

b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.

c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.

e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

(3) The person conducting the hearing may

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

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

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

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the expulsion referral was made, unless the parent, guardian, or responsible adult of the pupil requests another school placement in writing. Before the placement decision is made by the parent, guardian, or responsible adult, the superintendent of schools or the superintendent's designee shall consult with school district personnel, including the pupil's teachers, and the parent, guardian, or responsible adult regarding any other school placement options for the pupil

in addition to the option to return to his or her classroom instructional program from which the expulsion referral was made. If the hearing officer or administrative panel finds that the pupil committed any of the acts specified in subdivision (c) of Section 48915, but does not recommend expulsion, the pupil shall be immediately reinstated and may be referred to his or her prior school or another comprehensive school, or, pursuant to the procedures set forth in Section 48432.5, a continuation school of the school district. The decision not to recommend expulsion shall be final... (Education Code 48918(e))

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

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

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

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

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education

assessments, job training, counseling, employment, community service, or other rehabilitative programs

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

Written Notice to Expel

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

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

Decision Not to Enforce Expulsion Order

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

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

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the

rehabilitation program. (Education Code 48917)

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)

4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)

5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Right to Appeal

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

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

Notification to Law Enforcement Authorities

The Oakland School Police Department (OSPD) exists to support the educational mission of the District by ensuring the safety and security of the District's students, staff, and property.

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

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

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

Post-Expulsion Placements

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

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

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #20-22 under "Grounds for Suspension and Expulsion" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

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

Readmission After Expulsion

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

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

Maintenance of Records

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

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

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

(cf. 5119 - Students Expelled from Other Districts)

Outcome Data

Outcome Data

The Superintendent or designee shall maintain the following data and report such data annually to the California Department of Education, using forms supplied by the California Department of Education: (Education Code 48900.8, 48916.1)

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

Public Reporting of Discipline Data

The Superintendent or designee shall ensure that the following data is publicly available on the District's public website twice annually, within 60 days after the completion of each semester:

1. The aggregate number and rates of office referrals, teacher suspensions, supervised in-school and out-of-school suspensions, involuntary transfers, expulsion referrals, expulsions, on-campus citations, and school-based arrests (from both OPD and OSPD), and four-year graduation and drop-out rates, disaggregated by all subgroups, including race, gender, ethnicity, English Language Learner status, socio-economic status, foster youth, homeless youth, and disability and by offense for the district and by school-site.
2. The number of instructional days and ADA funding lost to suspensions, transfers, and expulsions.
3. The school sites to which students were transferred after the Disciplinary Review Hearing procedure or through any involuntary transfer process, whether they enrolled subsequently, and the outcomes for such students, including, but not limited to, graduation and drop-out rates.
4. In reporting such data, the privacy of individual students and teachers shall be protected. Data will not be disaggregated in any manner that could reveal

student identity to the public or to knowledgeable members of the school community. The data shall be reported for the district as a whole and for each school-site.

5. The procedures shall also include requirements that appropriate district and school officials regularly review this data and take action to address disparities or disproportionate use of punitive discipline measures for particular subgroups.

Convene Safe and Strong Schools Sub-Committee

The Superintendent shall convene a Safe and Strong Schools sub-committee as part of the Pathway to Excellence Strategic Plan Quality Community Schools Committee that will include parents, students, representatives from community organizations, teachers, administrators and partner organizations. The sub-committee will meet at least twice a year, one meeting to occur in January to review the annual report to OCR that is submitted in the fall of the prior year and review the District's progress in successful implementation of RJ, PBIS and Manhood Development programs and the Three Year Plan ("Transforming School Culture" Three Year Plan, OCR Compliance Review No. 09125001); and one meeting in October to review 1) the discipline data from the prior school year, 2) the District's progress in successful implementation of RJ, PBIS and Manhood Development programs and the Three Year Plan ("Transforming School Culture" Three Year Plan, OCR Compliance Review No. 09125001), and 3) through June 30, 2016, data regarding suspensions for defiance in Grades 4 through 12. In reviewing the suspension for defiance data, the sub-committee shall consider whether to recommend that the Superintendent undertake additional measures if it appears the District is not on target for the successful elimination of willful defiance as a basis for suspension or expulsion for all grade levels TK-12 effective July 1, 2016.

Annual Community Forum

The Superintendent will convene a community forum in the Spring of 2016 and 2017 to update the community on transforming school climate and disparities in school discipline, including but not limited to the implementation of the VRP and the Three Year Plan and to establish a dialogue with the community about the types of non-policing resources and interventions needed to keep schools strong and safe and students out of the juvenile justice system. The Superintendent will report the results of the Community Forum to the Board during the Superintendent's report as a part of a regularly scheduled Board meeting. The need to continue an annual forum will be considered as part of the district's exit plan from the VRP with the OCR in 2017.

Expungement of Student Disciplinary Records

As provided in Board Policy 5144.3, a student, parent, guardian, appointed advocate on behalf of the student, or Superintendent on behalf of a student, may apply for expungement of student disciplines record which meet the criteria set forth in BP 5144.3.

Complaint Process

The Superintendent shall develop a complaint form to allow members of the school community and public to raise concerns if restorative justice or another restorative approach is not available at a school site as an alternative to suspension. The complaint form will be available on the District's website, the District Discipline Office and the District Ombudsperson's Office. The Ombudsperson shall investigate such complaints and within 90 days of complaint submission develop a plan with the school site for addressing the complaint and provide a written response to the complaining party.

8/25/04; 4/23/14A; 5/13/15A.

Attachment

Student Discipline and Intervention Matrix dated April 7, 2015

Student Discipline and Intervention Matrix

<u>Behavior/Offense</u>	<u>Recommended Intervention</u>	<u>Suspension</u>	<u>Referral for Expulsion</u>	<u>Notice to Police</u>
Type I (Classroom-Managed Behaviors)				
Dress code violation	Teachers are expected to complete at least 3 Pre-Referral Interventions from the Universal Referral Form (URF) before an office referral (see Pre-Referral Intervention Guide for details).	No	No	No
Picking on, bothering or distracting other students				
Technology violation (i.e. using cell phone in class without permission)				
Use of profanity or vulgarity (not directed towards adults)				
Failure to follow directions (all grades)				
Cutting class or repeatedly truant				
Possessed or used tobacco				
Type II				
Repeated Type I offense	One or more appropriate interventions from the Post-Referral Guide (also listed at the bottom of the URF).	No	No	No
Repeated failure to follow directions (K-3) (suspension never permitted for K-3)				
Repeated failure to follow directions (4-12)				
Use of profanity toward adults				
Trespassing				
Bullying/Harassment Level 1 (teasing, name calling, excluding, giving dirty looks, gossiping)				
Sexual Harassment Level 1 (verbal, written, or electronic comments that are sexually offensive or degrading)				
Intentional destruction of school property including graffiti or tagging				
Possession of firecrackers (non-projectile)				
False activation of fire alarm				
Type III				

Revision date: April 7, 2015

<u>Behavior/Offense</u>	<u>Recommended Intervention</u>	<u>Suspension</u>	<u>Referral for Expulsion</u>	<u>Notice to Police</u>
Repeated Type II	Parent consultation and one or more appropriate interventions from the Post-Referral Intervention Guide.	Discouraged and not permitted unless tiered interventions have been attempted and failed. K-3 students may not be suspended for defiance	No	No
Failure to follow directions when it causes an unsafe situation (4-12) (suspension never permitted for K-3)		Case-by-case basis depending on safety issue or mitigating factors	No	No
Bullying/Harassment Level 2 (bullying based on race, disability, sexuality, and other protected classes, or pushing, poking, tripping, shoving or making threats)		Optional 1-2 days (except that K-4 students may not be suspended for harassment or sexual harassment)	Discouraged unless secondary factors present*	
Sexual Harassment Level 2 (touching that is uncomfortable, embarrassing, and/or offensive but does not arise to the level of sexual battery)				
Stole or attempted to steal school or private property (not directly from a person but from an unattended location such as a backpack)				
Possessed or sold drug paraphernalia				
Engaging in sexual behavior on campus				
Caused, attempted to cause, or threatened to cause physical injury to another person (not involving threats re weapons)				If force likely to cause great bodily injury or a deadly weapon was involved
Fighting Level 1 (mutual combat resulting in minor injuries such as cuts, scrapes) or instigating a physical altercation				
Intoxication	Parent consultation plus referral for substance abuse assessment.	No unless student refuses substance abuse assessment	No	No

<u>Behavior/Offense</u>	<u>Recommended Intervention</u>	<u>Suspension</u>	<u>Referral for Expulsion</u>	<u>Notice to Police</u>
Type IV				
Fighting level 2 (one-sided fighting resulting in minor injuries such as cuts, scrapes)	Parent conference plus one or more appropriate interventions from the Post-Referral Guide.	Optional; no more than 3 days (except that K-4 students may not be suspended for harassment or sexual harassment).	Expulsion permitted if secondary factors present	If force used was likely to cause great bodily injury or a deadly weapon was involved
Bullying Level 3 (severe or pervasive conduct, including online conduct, that has a substantially detrimental effect on physical or mental health or as described in 48900(r))				No (but note that a sexual battery must be reported to police)
Sexual Harassment Level 3 (severe or pervasive conduct of a sexual nature as described in 48900.2)				No
Possessing and/or using marijuana (with no intent to sell)			Expulsion not permitted for first offense of possession of one ounce of marijuana; expulsions permitted for repeated offenses if tiered interventions have failed or student poses danger	No
Possession of an imitation firearm such as a BB gun		Case-by-case basis depending on safety threat or mitigating factors	Case-by-case basis depending on safety threat or mitigating	Yes

Revision date: April 7, 2015

Behavior/Offense	Recommended Intervention	Suspension	Referral for Expulsion factors	Notice to Police
Committed harassment, threats, or intimidation against a student witness (including gang related behavior)		Optional, up to 5 days	Expulsion discretionary	Depends on nature of threats
Threatening to cause physical injury with a weapon				No unless in possession of a weapon at the time of the threat
Type V (Expulsion "Expected")				
Possession of a knife, taser, stun gun, or other dangerous object (brandishing a knife and possessing firearm/explosive listed separately)	Welcome circle to develop reentry plan including referral to COST.	Expected, 5 days if referring for expulsion	Expected, unless administrator determines that expulsion should not be recommended under the circumstances or an alternative means of correction would address the conduct	Yes
Caused <u>serious</u> physical injury to another person except in self-defense (or Fighting Level 3)				If force used was likely to cause great bodily injury or a deadly weapon was involved
Committed or threatening an assault or battery on a school employee				Yes
Committed robbery (taking property directly from someone)				Yes
Possessing and/or using a controlled substance other than marijuana				Yes
Type VI (The "Big 5" Offenses)				
Committed or attempted sexual assault or battery	Welcome circle to develop reentry plan including referral to COST.	Mandatory, 5 days	Mandatory	Yes
Selling a controlled substance ² (see note below)				

² Administrators who find an ounce or less of marijuana on a student should presume that the student had the marijuana for their own consumption (see Type IV offense) and not for the purpose of selling.

<u>Behavior/Offense</u>	<u>Recommended Intervention</u>	<u>Suspension</u>	<u>Referral for Expulsion</u>	<u>Notice to Police</u>
Possessing, selling, or furnishing a firearm				
Brandishing a knife				
Possession of an explosive				

Revision date: April 7, 2015

Programs for Exceptional Children Juvenile Justice Center Initiative

Supporting Youth with Disabilities to Exit Sustainably from Detention/Probation Placements

MAJOR GOALS:

- Develop and implement special education (SpEd) policies that are responsive to the needs of a very high risk, mobile population.
- Provide fast access to the most appropriate level of special education and mental health services for students on probation and/or at risk of delinquency.
- Support receiving school sites and special education teams by providing comprehensive and current special education, mental health and medical records for students exiting detention and/or on probation.
- Increase collaboration with key service providers - Probation, Alameda Courts/Collaborative Mental Health Court at JJC, Alameda County Office of Education (ACoE), Alameda County Behavioral Health Care Services (ACBHCS), Children's Specialized Services, and Children's Hospitals Medical Unit at JJC.

SCOPE OF WORK AT THE JUVENILE JUSTICE CENTER (JJC):

1 Continuity of SpEd Services for OUSD Youth Entering Detention

PEC will monitor the OUSD Special Education (SpEd) caseload at JJC and work collaboratively with ACoE SpEd staff and Probation to:

- i. Accelerate the identification of OUSD special education students entering detention.
- ii. Ensure fast transfer of SpEd records and the appropriateness of SpEd placements for students entering JJC.
- iii. Prioritize IEP development/update and AB3632 referrals for detained youth with IEPs that are inconsistent with prior records, academic performance, current behaviors and mental health functioning.

- iv. Accelerate IEP development/updates for very high risk OUSD SpEd students based on anticipated release dates.

2 Supporting OUSD students referred to Collaborative Mental Health Court

PEC fully supports the goals of the Alameda County Collaborative Mental Health Court at JJC to divert youth with mental health disabilities out of the juvenile justice system to less restrictive sustainable community placements. (Youth referred to Collaborative Mental Health Court meet the criteria for Axis 1 psychiatric disorders, (schizophrenia, psychotic disorders, bipolar etc).)

- i. PEC staff at JJC will attend Collaborative Mental Health Court at JJC to ensure that all youth referred to the court have access to the most appropriate levels of special education services.
- ii. PEC staff at JJC will support ACOE staff to accelerate the completion of IEPs and AB3632 referrals for all OUSD youth referred to the Collaborative Court prior to release, in place of the standard 30/60 day timelines.
- iii. PEC staff at JJC will act as bridge case carriers for exiting Collaborative Court youth until the OUSD special education placement has been stabilized.

3 School Placement for OUSD SpEd students Exiting Detention

- i. PEC staff at JJC will work collaboratively with Probation and ACoE to ensure continuity of special education services for youth exiting JJC and/or on probation. PEC staff are available to consult or work as part of the IEP team for all SpEd youth returning to OUSD students from JJC or any Probation placements.
- ii. PEC staff at JJC will provide Probation with comprehensive information regarding OUSD special education services, individual eligibility and school placement to facilitate continuity of services for students transferring LEAs. PEC staff are available to attend/consult at SOS meetings.
- iii. PEC staff will identify OUSD school placements for all exiting special education students prior to release, or within three days of release.

- iv. PEC staff at JJC will provide bridge SpEd case management services to returning OUSD youth exiting detention in collaboration with Probation and County Mental Health.
- v. PEC staff at JJC will track released youth and prioritize IEP completion immediately post release for any youth at risk of inappropriate school placement, due to out-of-date annual /triennial individual education plans.
- vi. PEC staff at JJC will provide staff support to IEP teams and families if a youth exits/enters the JJC with a SpEd assessment in process, so the assessment and IEP can be completed as quickly as possible, and the youth can access the most appropriate level of SpEd services with minimum delay.
- vii. To ensure that appropriate special education placements are made, PEC staff at JJC will conduct, when necessary, administrative placement IEPs at the time of release, or immediately post release, and thereby ensure that youth exit detention with special education services based on the most recent IEP.
- viii. PEC staff at JJC will work with Probation and receiving IEP teams to put in place protocols to improve the transfer of information and collaboration between SpEd case carriers and Deputy Probation Officers (DPOs). Protocols include:
 - Regular weekly updates by email from SDC and mental health IEP teams to supervising POs regarding attendance, ATOD abuse, medication compliance, disciplinary issues etc.
 - Incorporation of "terms and conditions" of Probation into IEP Behavior Support Plans.
 - Formal Requests for DPO attendance at all IEP meeting.

4 Ongoing Activities

Based on required Dept. of Justice standardized intake testing, close to 100% of all students at JJC are achieving at elementary grade levels. An estimated 75% to 80% meet the diagnostic criteria for a psychiatric disorder. (The academic levels and mental health challenges are consistent with a 2010 report just released by the Office of Juvenile Justice and Delinquency Prevention. (Addressing the Unmet Educational Needs of Children and Youth in the Juvenile Justice and Child Welfare Systems: Office of Juvenile Justice and Delinquency Prevention, Leone, Peter & Weinberg, Lois)

- i. PEC will work with ACoE, OUSD General Education and County Mental Health to develop more consistent, reliable referrals to SSTs and improved SpEd screening protocols for youth in detention or on probation.
- ii. PEC staff will at JJC will work with ACoE and Probation to develop a common bank of educational rights holders and advocates for SpEd youth with non-involved or under-involved parents/guardians to ensure the needs of these youth are met across the multiple LEAs and service providers working with these youth.
- iii. In collaboration with ACoE, Probation, and County Mental Health, PEC will work to identify and overcome challenges to collaborative case management, appropriate SpEd placement and provision of SpEd services to OUSD youth exiting Juvenile Hall.
- iv. PEC staff and ACoE staff will continue to work collaboratively to track SpEd students in the Juvenile Justice system and document outcomes.
- v. PEC will continue to work with OUSD to find ways to staff a special education staff person in JJC's student Transition Ctr. (release point), to improve the communication with families and youth as they exit back to OUSD school placements.

5 MOU with Alameda County Office of Education, Butler Academic CTR.

- i. ACoE will provide PEC with one work space for PEC staff. PEC at JJC will work collaboratively as part of the ACoE IEP teams to implement the scope of work outlined above. This MOU is contingent upon PEC's capacity to continue to fund a staff position at JJC, and ACoE's capacity to provide physical space.
- ii. The Scope of Work outlined above will be adjusted if PEC/OUSD needs to adjust anticipated staffing levels due to funding constraints in the next fiscal year.



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students

Oakland SELPA
Local Plan

8. Charter Schools

Oakland Special Education Local Plan Area Policies and Procedures Related to Charter Schools

These procedures apply to all charter schools located within the Oakland Special Education Local Plan Area (SELPA) that are chartered by the District or granted a charter by the State Board of Education in which oversight responsibilities are assigned to the SELPA. The procedures support a clear relationship between charter schools and Oakland SELPA and may assist charter schools in understanding their individual and mutual responsibilities under the law. In addition, the procedures assist applicable charter schools in meeting the needs of all their enrolled and eligible students, including those with disabilities.

Consistent with their Individual Education Programs (IEPs), students attending charter schools are to be considered for special education services in the same manner as students enrolled in other public schools in accordance with the law. Charter schools within Oakland SELPA shall comply with all requirements of applicable state and federal law regarding the provision of special education services. A charter school may establish criteria specific to its program that applies to all applicants. However, the charter school may not discriminate against any student in its admission criteria on the basis of disability. The following factors shall be considered in determining whether a charter school is an appropriate placement for a student with a disability:

- The educational benefits available to the child, supplemented with appropriate aids and services, compared to the educational benefits of a self-contained special education program
- The non academic benefits to the child of interaction with non disabled peers
- Availability of a Free Appropriate Public Education

A request by a charter school to participate as a Local Educational Agency in Oakland's Special Education Local Plan Area will not be treated differently from a similar request made by a school district. In reviewing and approving a request by a charter school to participate as a Local Educational Agency in Oakland Special Education Local Plan Area, the following requirements shall apply:

- (a) The Special Education Local Plan Area complies with Section 56140.
- (b) The charter school shall participate in state and federal funding for special education and the allocation plan developed pursuant to subdivision (i) of Section 56195.7 or Section 56836.05 in the same manner as other local educational agencies of the special education local plan area.
- (c) The charter school shall participate in governance of the Special Education Local Plan Area in the same manner as other local educational agencies of the Special Education Local Plan Area (EC 56207.5).

The addition of new members to the Oakland SELPA, as approved by the Board of Education, shall be followed by an amendment to the Local Plan.

Individuals with exceptional needs attending charter schools pursuant to Part 26.8 (commencing with Section 47600) shall be served in the same manner as individuals with exceptional needs are served in other public schools.
(EC 56145).

A child with disabilities attending the charter school shall receive special education instruction or related services, or both, in the same manner as a child with disabilities who attends another public school of that local educational

agency. Oakland SELPA shall ensure that all children with disabilities enrolled in the charter school receive special education and related services in a manner that is consistent with their Individual Education Program and is in compliance with the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.) and implementing regulations, including Section 300.209 of Title 34 of the Code of Federal Regulations.

In administering the local operation of special education pursuant to the local plan established pursuant to Chapter 3 (commencing with Section 56205) of Part 30, in which the local educational agency that granted the charter participates, the local educational agency that granted the charter shall ensure that each charter school that is deemed a public school for purposes of special education receives an equitable share of special education funding and services consisting of either, or both, of the following:

(1) State and federal funding provided to support special education instruction or related services, or both, provided or procured by the charter school that serves pupils enrolled in and attending the charter school. Notwithstanding any other provision of this chapter, a charter school may report average daily attendance to accommodate eligible pupils who require extended year services as part of an Individual Education Program.

(2) Any necessary special education services, including administrative and support services and itinerant services, that are provided by the local educational agency on behalf of pupils with disabilities enrolled in the charter school.

(c) In administering the local operation of special education pursuant to the local plan established pursuant to Chapter 3 (commencing with Section 56205) of Part 30, in which the local educational agency that granted the charter participates, the local educational agency that granted the charter shall ensure that each charter school that is deemed a public school for purposes of special education also contributes an equitable share of its charter school block grant funding to support districtwide special education instruction and services, including, but not limited to, special education instruction and services for pupils with disabilities enrolled in the charter school.

(EC 47646).

In carrying out this subchapter with respect to charter schools that are public schools of the local educational agency, the local educational agency serves children with disabilities attending those charter schools in the same manner as the local educational agency serves children with disabilities in its other schools, including providing related services on site at the charter school to the same extent to which the local educational agency has a policy or practice of providing such services on the site to its other public schools. The local educational agency provides funds under this subchapter to those charter schools on the same basis as it provides funds to the local educational agency's other public schools, including proportional distribution based on relative enrollment of children with disabilities and at the same time as the agency distributes other Federal funds to the agency's other public schools, consistent with the California's charter school law.

(20 USC 1413).

Funding and provision of special education services is the responsibility of the SELPA. The establishment or renewal of a charter school may not be refused solely because the charter school might enroll students who reside in another SELPA.

(EC 47647).

Charter schools must delineate in writing the entity responsible for providing special education instruction and services. This document must reference any anticipated transfer of special education funds between the granting

entity and the charter school and any provisions for sharing deficits in funding. This document must affirm that the district where the student resides, if different than the chartering entity, is not responsible for providing special education services to students who are enrolled in the charter school.

Categories of Charter Schools

For the purpose of provision of special education services, all approved charter schools shall be deemed a public school within the district and will be treated in the same manner as any other public school of the district.

Public School Within Oakland SELPA

Charter schools that are public schools within the district will participate in state and federal funding in the same manner as other schools or programs within the district. The district will be responsible for ensuring that all children with disabilities enrolled in charter schools receive special education and related services in a manner that is consistent with all applicable provisions of state and federal law. The district will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the charter school.

The District will receive all applicable special education funds as specified in accordance with the AB602 funding model and represent the needs of the the charter school in the SELPA's governance structure. It will be responsible for ensuring that all eligible students enrolled in the charter schools receive special education and related services in a manner consistent with applicable state and federal laws. The District and charter school may enter into agreements whereby the charter school agrees to pay for the excess costs associated with providing special education services to identified students, including the administration of special education programs.



Oakland SELPA
Local Plan

9. Surrogate Parents

SURROGATE PARENTS

There are times when a District or SELPA may need to appoint a surrogate parent to represent the rights of a student with disabilities in matters related to the provision of a Free Appropriate Public Education (FAPE) under the Individuals with Disabilities in Education Act (IDEA). The rights of students with disabilities must be protected even when a parent is unavailable.

BASIC CRITERIA FOR DETERMINING THE NEED TO APPOINT A SURROGATE:

The following are circumstances where a surrogate parent may need to be appointed:

1. No parent can be identified;
2. The District, after reasonable efforts, cannot locate the parent;
3. The child is a ward of the court of the State under the laws of that State;
4. The child is an unaccompanied homeless youth as defined by the McKinney-Vento Homeless Assistance Act.

RECRUITMENT OF VOLUNTEERS

The SELPA Director will work with community agencies and organizations, both public and private, to secure applicants for the position of surrogate parent volunteer.

The SELPA Director will coordinate activities of the SELPA in seeking volunteers.

Each volunteer must complete a Surrogate Parent Application Form.

SCREENING OF APPLICANTS

The following areas must be addressed by the SELPA Director in the screening process for the appointment of surrogate parents.

1. The volunteer must have an active interest in the student(s) to be served.
2. The volunteer must have a willingness to learn the requirements of special education
3. The volunteer must have no criminal background (arrest/conviction) that includes a misdemeanor involving abuse or neglect or others, or contributing to the delinquency of minors or any felony conviction. Misdemeanor convictions past five years will be considered on a case-by-case basis.
4. The volunteer must have a valid California Driver's License and provide proof of insurance or demonstrate the ability to fulfill all duties of a surrogate parent without needing to drive.
5. The volunteer must meet the district's requirements for becoming a school volunteer.
6. The volunteer must not have a conflict of interest, including financial, with the specific student represented, or other interests, including institutional or other biases that might restrict or interfere with his or her ability to advocate for the services

required to ensure a free appropriate public education for the assigned individual with exceptional needs.

7. The volunteer must not be an employee of an agency that has a direct relationship to the student, e.g., school employee, probation officer, social worker, group home provider, or other who may have a conflict of interest.
8. The volunteer should display sensitivity to the cultural, socio-economic and individual needs of the student served.

APPOINTMENT OF SURROGATE PARENT

Upon satisfactory completion of the surrogate parent training session and upon passing the SELPA screening process, the surrogate parent volunteer shall be assigned to one or more students, using the following criteria:

- Cultural and socio-economic sensitivity
- Location, based on reasonable travel time for the surrogate parent
- Ability to understand and relate to the disability and needs of the student
- The interest of the surrogate parent volunteer

TRAINING

Prior to assigning a surrogate parent to represent a student, the SELPA Director will arrange for training for the surrogate parent. Training shall include, but not be limited to, the following topics:

- Special Education services available within OUSD as well as other educational placement options
- Federal and State laws and regulations regarding Special Education
- Parent and student rights under federal and State Special Education laws and regulations
- Surrogate parent responsibilities, including participating in Individualized Education Program (IEP) meetings and discipline proceedings for the assigned student
- Conflicts of interest and ethical concerns, including the responsibility to hold all information regarding the assigned student in confidence
- Observing the student's classroom(s) and consulting with the student's teacher(s) and personnel providing related services
- Visiting with the student outside the educational environment
- Consulting with the student's foster parent(s), group home provider/staff members, or the

person(s) with whom the student resides

- The Community Advisory Committee (CAC) and available parent support groups
- Child and adult abuse reporting laws

The SELPA Director will develop a post-training interview to take place after training has been completed.

The SELPA Director shall maintain records of the dates surrogate parents received training so that update/review training may take place on a biannual basis.

ACCESS TO THE STUDENT

The surrogate parent must meet with the student under the supervision of the student's group home provider, foster parent, person with whom the student resides, placing agency representative, or designated school staff.

School personnel shall make every reasonable effort to ensure that the surrogate parent has access to the student as it relates to the student's educational needs.

ACCESS TO STUDENT RECORDS

The surrogate parent retains the same rights as a parent/legal guardian to access student records. He or she must request copies in writing, including signature, and will receive them within five business days.

Due to the continual need for confidentiality, when a surrogate parent discontinues representing a specific student, he or she must return to the district all copies of the student's records in his or her possession.

USE OF INTERIM SURROGATE PARENTS

When any of the following conditions prevail, the SELPA Director may assign an interim surrogate parent:

- If no parent is immediately available, and the student has been referred for an assessment
- The student transfers into the OUSD SELPA and is provided an interim placement for special education and related services.

The SELPA Director shall assign a surrogate parent, within five working days, depending upon the availability of surrogate parents.

The SELPA Director shall terminate the services of the interim surrogate parent when/if any of the following exist:

- The student, after assessment, is found to be ineligible for special education and/or related services.
- The student is determined to be ineligible for the services of a surrogate parent.
- A permanent surrogate parent is appointed for the student.

TERMINATION OF SURROGATE PARENT APPOINTMENT

The SELPA Director may terminate a surrogate parent's appointment. This may take place as a result of any of the following conditions:

1. Notice is received from the court that the student is no longer a dependent or ward of the court, under Section 300.601 or 602 of the Welfare and Institutions Code. A copy of said notice should be forwarded to the SELPA Director within two working days of receipt
2. Notice is received from the court that the right of the parent or legal guardian to make educational decisions for the student, who is a ward, has been reinstated. A copy of said notice should be forwarded to the SELPA Director within two working days of receipt
3. The student reaches the age of majority, as documented by the Oakland Unified School District
4. The student exits from special education, as documented by an IEP team
5. The parent, guardian, or educational rights holder appears and assumes the responsibility for making educational decisions for the student
6. The surrogate parent is alleged to have committed a misdemeanor involving the abuse or neglect of others or contributing to the delinquency of minors, or any felony
7. A surrogate parent is found to have a conflict of interest:

If the SELPA Director determines that a conflict of interest exists, that conflict shall be documented and investigated.

The SELPA Director shall investigate the allegations of any action by the surrogate parent that threatens the safety or well-being of the student.

The SELPA Director shall determine whether the surrogate parent's appointment should be terminated, based on the results of the investigation. If the SELPA Director receives information indicating the possible need to terminate a surrogate parent, the SELPA Director shall consider the validity of the information and make a decision to terminate or not terminate within five working days.

If the SELPA Director determines that the surrogate parent should be terminated, the SELPA Director shall notify the surrogate parent within five working days of such decision.

Notice of termination shall be by documented phone call or certified mail, with return receipt requested.

At the discretion of the SELPA Director, the terminated surrogate parent may be granted the right to discuss the termination with the possibility of eventual reinstatement.

A surrogate parent who has been terminated may protest the termination in writing to the Deputy Chief of Student Services, whose decision regarding the appeal shall be final.

A student whose surrogate parent has been terminated shall be so notified by the SELPA Director.

A student who remains eligible for the services of a surrogate parent shall be assigned an interim or new surrogate parent as soon as possible.

CONFLICT RESOLUTIONS AND APPEALS

Conflicts must be brought to the attention of the SELPA Director, who will work with all parties involved to bring resolution to the conflict.

HOLD HARMLESS

The SELPA Director and the surrogate parent shall enter into a signed agreement of a hold harmless clause.

**OAKLAND UNIFIED SCHOOL DISTRICT
APPOINTMENT OF SURROGATE PARENT**

I appoint _____ to act as surrogate parent in matters involving the education of _____ Date of Birth _____.

This representative shall have parental authority in matters relating to identification, assessment, instructional planning and development, educational placement, reviewing and revising the Individualized Family Service Plan (IFSP) or the Individualized Education Program (IEP). This includes non-emergency medical services, mental health services and occupational or physical therapy services as related to the IFSP/IEP, and in other matters relating to the provision of a free appropriate education for the individual.

This appointment shall remain in effect until any of the following occur:

1. The pupil's parent is located and/or appoints an educational representative
2. The surrogate parent is unwilling or unable to carry out his/her responsibilities to the best interest of the child
3. The surrogate parent is in a position with a conflict of interest in the above matter

SELPA Director Printed Name

SELPA Director Signature

Date

ACCEPTANCE OF APPOINTMENT

I, _____, hereby accept the above appointment. At such time as I am unable or unwilling to continue this appointment, I will notify the Oakland SELPA Director. I understand that I shall be held harmless by the State of California when acting in my official capacity except for acts or omissions which are found to have been wanton, reckless, or malicious.

I acknowledge that Oakland Unified School District has provided information/training regarding the laws applicable to surrogate parent responsibilities and the continuum of education program placements and services available for individuals with disabilities.

I agree to maintain all student records and information in a confidential manner. Upon the termination of this agreement, I will return all such records to Oakland Unified School District.

Surrogate Parent Signature

Date

Surrogate Parent Street Address

City

Zip Code

Telephone Number

email address



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students.

Oakland SELPA
Local Plan

10. Educationally Related Mental Health Services MOU

MEMORANDUM OF UNDERSTANDING

For

Educationally Related Mental Health Services for FY 2015/2016/2017

Between

County of Alameda Health Care Services Agency, Behavioral Health Care Services and Oakland Unified School District

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made between the County of Alameda Health Care Services Agency, Behavioral Health Care Services ("BHCS"), and Oakland Unified School District (collectively the "Parties") with respect to the provision of Educationally Related Mental Health Services ("ERMHS") under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. § 1400, et seq.

RECITALS

WHEREAS, the federal Individuals with Disabilities Education Act (IDEA) entitles all students with disabilities to a "free, appropriate public education;" and

WHEREAS, the federal law includes a requirement for Educationally Related Mental Health Services for children with disabilities who require such services to benefit from special education; and

WHEREAS, in 1984, the California State Legislature enacted AB 3632, the Special Education Pupils Program (at Government Code Sections 7570 et seq.), which transferred responsibility for providing mental health services required by special education students as determined by an individualized education program ("IEP") from school districts to county mental health departments; and

WHEREAS, the California Commission on State Mandates determined that AB 3632 constituted a state mandate for which counties are entitled to reimbursement under Article XIII B, Section 6 of the California Constitution; and

WHEREAS, due to actions by the California Legislature and Governor of California, the responsibilities and funding for ERMHS has been transferred away from the counties and back to the County Offices of Education, including Oakland Unified School District; and

WHEREAS federal IDEA funds allocated to the State of California and other funding from the State of California will be distributed by Special Education Local Plan Areas ("SELPA's") to be used to provide Educationally Related Mental Health Services ("ERMHS") to students with disabilities as determined by their IEP; and

WHEREAS, the SELPAs are currently responsible for: (1) board and care for IEP designated residential placement for eligible students, and (2) mental health services which include assessment, assessment reports, consultations and IEP attendance, individual therapy – including those provided in a counseling enriched special day class – group therapy, family therapy, crisis intervention, collateral therapy, case management, day treatment – both rehabilitative and intensive (“Mental Health Services”) – services that may continue to be provided through BHCS; and

WHEREAS, the Parties have collaborated and enter into this MOU in order to work together for the provision of ERMHS to students with disabilities who receive such services as part of their IEPs; and

NOW, THEREFORE, it is agreed as follows:

A. Services

- (1) **Services:** BHCS will provide ERMHS to students with disabilities, as requested by Oakland Unified School District, including assessment, assessment reports, consultations and IEP attendance, individual therapy – including those provided in a counseling enriched special day class – group therapy, family therapy, crisis intervention, collateral therapy, case management, day treatment both rehabilitative and intensive from July 1, 2014 through June 30, 2017, and shall bill Oakland Unified School District, and Oakland Unified School District shall be responsible for paying all costs pursuant to the terms of this MOU (Refer to Appendix “List of Rates”). BHCS will not provide Board and Care services, and is not responsible for any payments related to Board and Care.
- (2) **Assessments and Attendance at IEP Meetings:** BHCS will provide an assessment for a student once a referral is received from Oakland Unified School District. Once completed, BHCS will write an ERMHS assessment report prior to the IEP meeting, including recommendations, which will be sent to the Oakland Unified School District for review. BHCS will attend and participate as requested in IEP meetings. BHCS will sign as a participant to the IEP, however, it is doing so as a service provider to the district and shall not be liable for any allegations of or actual failure of the district to provide FAPE or other claims. All costs related to the assessment and participation in IEP meetings shall be invoiced and billed to Oakland Unified School District.
- (3) **Notification of New Students:** If Oakland Unified School District desires Educationally Related Mental Health Services to start for a student, Oakland Unified School District shall, using the appropriate authorization form from BHCS, transmit notification of the date and specific services they wish BHCS to begin providing to student. All services and costs shall be invoiced and billed to the Oakland Unified School District. Oakland Unified School District will be invoiced for actual costs of the services pursuant to this MOU.
- (4) **Current Students:** For students who have been receiving ERMHS through BHCS prior to the signing of this MOU, BHCS will continue providing ERMHS for that student, unless written notice to change service(s) and/or provider is received by BHCS. All services and costs shall be invoiced and billed to the district.

- (5) **IEP Copies:** Oakland Unified School District shall provide a copy to BHCS of any IEP that is completed for a student. A copy of the IEP is not considered a request or notification to begin or change services for a student.
- (6) **Provision of Services:** When requested by Oakland Unified School District, BHCS and contracted service providers shall present service logs for direct treatment of student as listed on student's IEP. Additionally, service providers should be prepared to provide evidence of any additional agreed upon costs, such as travel time, mileage, etc.
- (7) **Change in Services:** BHCS will continue to provide ERMHS as specified in the student's IEP, until written notice to change services, on an approved BHCS/District Authorization for ERMHS form, is received by BHCS. Oakland Unified School District will send BHCS an Authorization for ERMHS form following each student's IEP Annual Review to confirm continuation or change to ERMHS. A copy of the approved form "Authorization for ERMHS" is attached hereto as Exhibit A. BHCS and Oakland Unified School District may agree to modify or amend the form as needed throughout the year; however, the form may not be modified unless agreed to in writing by duly authorized representatives of both BHCS and Oakland Unified School District. If so modified, Oakland Unified School District will promptly distribute the form for use in referrals and changes to services.
- (8) **Out of State Services:** The costs for all ERMHS provided to students in out of state placements are the sole responsibility of Oakland Unified School District. BHCS will not provide any out of state ERMHS. If Oakland Unified School District wishes BHCS to provide ERMHS for an out of state placement, a separate written agreement for that student may be entered into between Oakland Unified School District and BHCS, including specification of the service being provided, costs and payment of expense.
- (9) **Medical Insurance Coverage:** BHCS will direct all providers of ERMHS to ask a student's parent or guardian about any medical insurance coverage a student may have. If there is private medical insurance coverage and the parent/guardian consents, provider will first bill the student's private medical insurance for services. If the parent/guardian refuses to disclose private medical insurance information or refuses to allow ERMHS provider(s) to bill their insurance then the total cost of the ERMHS services provided remains the responsibility of the district. If payment is received from private medical insurance, the amount received shall be deducted from the amount billed to the district. Oakland Unified School District is responsible for payment of any and all unreimbursed costs, including insurance coverage denials of payment for part or all of the ERMHS services. BHCS shall not be responsible for checking or applying for Medi-Cal coverage on behalf of any student, or related to services for any student.
- (10) **Stopping Services by Notice:** If Oakland Unified School District wants all services for a student stopped, it shall give notice by "Authorization for ERMHS" form, signed by Oakland Unified School District, to BHCS. Oakland Unified School District shall give at least 30 days notice to stop services. If BHCS receives an Authorization for ERMHS that is illegible or incomplete, BHCS will immediately notify the individual who sent the form that the request is incomplete. Notice to stop services shall not be considered given until an accurate and legible Authorization for ERMHS form is received. BHCS will stop providing services to a student not more than 30 days after notice is received or the date identified on the form if that date is later. In cases where services must be stopped immediately, Oakland Unified School District shall clearly indicate that on the

Authorization for ERMHS, and BHCS shall promptly notify the provider to immediately stop services.

- (11) **Failure to Pay for Services:** If payment is not received by BHCS, BHCS may at its sole discretion stop providing services to some or all Oakland Unified School District students following 30 days' written notice to the district to correct the problem. If full payment is provided to BHCS within those 30 days, services will not be discontinued.
- (12) **Service Period:** The service period will be July 1, 2014 through June 30, 2017.
- (13) **BHCS Assistance:** BHCS will provide an individual as a point of contact for Oakland Unified School District who can assist with facilitation of performance obligations of BHCS related to ERMHS, including accurate invoicing.
- (14) **Payment Address:** Payments to BHCS for ERMHS are to be made payable to:

Alameda County Behavioral Health Care Services and remitted to:

Alameda County Behavioral Health Care Services
Attn: ERMHS Financial Services specialist
2000 Embarcadero Cove, Suite 101
Oakland, CA 94606

B. Board and Care

Oakland Unified School District is responsible for all Board and Care costs.

C. Payment for Services by Oakland Unified School District

- (1) **Payment:** Oakland Unified School District agrees to pay BHCS for all services provided by or through BHCS and all related costs. The obligation to make full payments pursuant to the terms of this MOU shall continue until full payment has been received from Oakland Unified School District. Payment shall be made for all services and costs provided starting July 1, 2014, even though this MOU may be signed by one or more parties at a later date.
- (2) **Cost:** Wherever costs are referred to in this agreement, it refers to all costs included in the array of ERMHS provided and all associated costs, including clinician salaries and benefits, cost and expenses associated with student's failure to attend appointments, and administrative support costs specifically attributable to the provided services. Administrative costs include, but are not limited to staff time for management of invoicing, billing, reimbursement, payments and program and payment monitoring activities. Costs may be calculated and billed based on a cost per unit that includes all administrative costs.
- (3) **Interim Reimbursement Charges:** As final actual rates and costs may not immediately be available, BHCS shall invoice for the provisional or interim rate being used at the time and Oakland Unified School District shall pay these amounts to BHCS under this Agreement for all ERMHS. After the final actual rates and costs are known, BHCS will do reconciliation and credit or invoice Oakland

Unified School District for the difference in the amount paid by Oakland Unified School District and the actual cost. Oakland Unified School District will promptly pay any amounts owed.

- (4) **Invoicing for ERMHS:** BHCS will provide Oakland Unified School District with invoices accounting for services, interim reimbursement rates and other costs incurred on a monthly basis. The invoices will include the student's name, the student's school district of residence, ERMHS provided, the date(s) on which such services were provided, amount of service, costs incurred by BHCS associated with providing the services and breakdown of federal and non-federal funds needed for Medi-Cal match. Oakland Unified School District has up to 45 days to question or dispute charges on the invoice. Oakland Unified School District shall reimburse and pay County the full invoice amount, no later than 60 days after receiving each invoice.
- (5) **Settlement:** BHCS will use its best efforts to calculate settlements for the year promptly. Settlement is accounting and adjustments based on actual costs to BHCS, final reimbursement charges, actual cost of providers plus administrative cost less any revenues (Medi-Cal, Other Health Insurance, etc.) received by BHCS for the service(s) provided. Settlement will be based on information available to BHCS, however, does not include any adjustment that may be made after review, audit or directions from the State or other auditing or funding agency.
- (6) **Audit by District:** Invoices may be subject to verification by an independent audit, at Oakland Unified School District's election. Cost for this audit will be borne by Oakland Unified School District.
- (7) **Payment for Student Costs:** Oakland Unified School District shall be obligated for and make payments for all ERMHS and costs for a student until actual notice from Oakland Unified School District is received by BHCS that services are to stop, including notice that the student is no longer enrolled in the Oakland Unified School District. When the IEP team (as defined in California Education Code Section 56341) has agreed to end ERMHS, the Oakland Unified School District will give BHCS at least 30 days notice to stop services and costs. BHCS will stop district services and costs immediately upon receipt of notice for students who have moved out of district. If Oakland Unified School District fails to notify BHCS that student is no longer enrolled, Oakland Unified School District shall pay for services and costs for a student, even if that student was not enrolled in the district when services and costs were incurred. BHCS and Oakland Unified School District will use best efforts to inform each other that a student has moved out of Oakland Unified School District or Alameda County.
- (8) **Schools:** District will provide information for a contact person at each school at which ERMHS services may be performed under this Agreement including any charter schools for which the District is responsible in the attached hereto as Exhibit B. Unless specifically identified on the attached Exhibit B, a school is not part of the Oakland Unified School District for the provision of ERMHS services by BHCS.

D. Medi-Cal

- (1) **Medi-Cal Beneficiaries:** Funding for any student from Medi-Cal reimbursements received by BHCS for billed ERMHS services shall offset any amount District may be required to pay to BHCS.

When requested by District, BHCS will contact the family and make inquiries into determining Medi-Cal eligibility. However, nothing in this agreement obligates BHCS to apply for Medi-Cal for any student.

- (2) **Amount:** Medi-Cal reimbursements are considered the actual amounts received from the Medi-Cal state program for that student. Any match funding (see E-5) that may be required are part of actual costs and, pursuant to the terms of this MOU, shall be paid by Oakland Unified School District. The Medi-Cal State Maximum Allowable charges for services may not be the actual cost of services and Oakland Unified School District shall pay actual costs.
- (3) **Change in Eligibility:** District understands that Medi-Cal eligibility may change while a student is in service, and after any reconciliation shall be credited by BHCS or paid to BHCS any difference in costs related to Medi-Cal eligibility, status or reimbursement.
- (4) **Reconciliation:** Oakland Unified School District understands that the Medi-Cal reimbursement process, through no fault of BHCS, can take years to be reconciled by the state and agrees to make final Payments for all amounts due/or owed under the terms of this MOU at the time of reconciliation.
- (5) **Payment of Local Share:** District understands that payment of any federal share of Medi-Cal, Healthy Families and other federal public funding is based on the amount of local funding that must be provided by Oakland Unified School District. Oakland Unified School District agrees to timely payment of the local share of cost attributable to the student being served, so as to not jeopardize the federal share match. District shall not use any federal funding for payment of the match funding for Medi-Cal students.

E. General Terms and Conditions

- (1) **Confidentiality of Records:** As the invoices are records that will contain confidential information concerning specific student information, and information that could identify the student, even if the names were redacted, the invoices shall be treated as confidential to the extent allowed by law. These records may contain information and are to be considered protected health information and/or student records protected under the Education Code.
- (2) **State Reimbursement:** Nothing in the MOU is intended to, or shall, prevent any party to this MOU from pursuing reimbursement from any state or federal agency or funding source for ERMHS.
- (3) **Finality:** This MOU is created in part to create predictability and certainty for the providing and funding services for the time period of the MOU. Regardless of any further court determination, including appeals, neither party shall pursue reimbursement from the other except as specifically set forth in this MOU.
- (4) **Termination of MOU:** This MOU may be terminated upon the giving of thirty (30) days prior written notice to the other Parties.

- (5) **Informal Resolution:** If a dispute arises between any of the signatories of this MOU, the Parties involved in the dispute will make a good faith effort to resolve the dispute between them in a timely fashion before seeking an intervention.
- (6) **Term:** This MOU is effective July 1, 2014 through June 30, 2017.
- (7) **Provision of Services:** The Parties agree to meet and confer on a regular basis to carry out the terms of this MOU.
- (8) **Days:** Days shall mean calendar days.
- (9) **Integration:** This MOU represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This agreement may not be modified or altered except in writing signed by all Parties hereto.
- (10) **Laws and Venue:** This MOU contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in this MOU and supersedes all prior MOUs, contracts, understandings and commitments whether oral or written with respect to the provision of ERMHS for the term of this MOU. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term agreement, the action shall be brought in a state or federal court within the jurisdiction of Alameda County, State of California.
- (11) **Third Party Rights:** Nothing in this agreement shall be construed to give any rights or benefits to anyone other than the Parties to this MOU.
- (12) **Imposition of Obligations:** Nothing in this MOU is intended to establish or impose upon the County of Alameda, including BHCS, any legal obligation under IDEA or other federal or state law, to provide ERMHS.
- (13) **Severability:** The unenforceability, invalidity or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal. If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this MOU would be defeated by the loss of the illegal, unenforceable, or invalid provision.
- (14) **Waiver:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- (15) **Due Process:** Unless otherwise prohibited by law, BHCS agrees to cooperate with Oakland Unified School District in providing information and services that Oakland Unified School District

deems appropriate and requests for purposes of settlement or hearing, in any IDEA action against the District that involves ERMHS. These services may include attendance at preparatory meetings, attendance at hearings and follow up activities as directed by the hearing officer or Oakland Unified School District. BHCS shall bill Oakland Unified School District and District shall be responsible for paying all costs.

(16) **Settlement:** Oakland Unified School District will conduct all settlement negotiations in good faith and in a manner that is not injurious to County's interests. If County is made a party to the action, Oakland Unified School District will conduct all settlement negotiations with the participation of the County.

(17) **Headings:** Headings are for convenience of reference only and shall in no way affect interpretation of the MOU.

(18) **Notices:** All notices, requests, demands, or other communications under this MOU shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

Oakland Unified School District;
Bernice Stanley, ERMHS Coordinator
2850 West Street
Oakland, CA 94608

BHCS:
Jeff Rackmil, LCSW
Director, Children's System of Care
Alameda County Behavioral Health Care Services

2000 Embarcadero Cove, Fourth Floor
Oakland, CA 94606

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

- (19) **Authority:** Oakland Unified School District represents and warrants that it has the legal and actual authority to enter into this MOU, including all terms and conditions, on behalf of each and every school in the district.
- (20) **Signatory:** By signing this agreement, signatory warrants and represents that he/she executed this MOU in his/her authorized capacity and that by his/her signature on this MOU, he/she or the entity upon behalf of which he/she acted, executed this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the dates of their signatures.

Alameda County Office of Education:

By 
Karen Monroe, Superintendent

Date 6/12/15

Alameda County Behavioral Health Care Services:

By 
Manuel Jimenez, Jr., MA, MFT, Director

Date 5/18/15

Oakland Unified School District

By Sheilagh Andujar
Sheilagh Andujar, Deputy Chief

Date 4/23/15

APPROVED AS TO FORM
Donna Ziegler
Alameda County Counsel

OAKLAND UNIFIED SCHOOL DISTRICT
General Counsel
FORM & SUBSTANTIVE
Attorney at Law

By Farand Kan
Farand Kan
Deputy County Counsel



ALCOHOL, DRUG & MENTAL HEALTH SERVICES
MANUEL JIMINEZ, MA, MFT, DIRECTOR

Network Office
1900 Embarcadero Cove, Suite 205
Oakland, California 94606
(510) 567-8296 FAX (510) 567-8280

September 29, 2016

Mr. John Rusk
OAKLAND UNIFIED SCHOOL DISTRICT - ERMHS
1011 Union Street
Oakland, CA 94607

Re: Executed Contract

Dear Mr. Rusk:

Enclosed please find a copy of your organization's fully executed Final MH contract for FY 16/17.

If you have any questions, please do not hesitate to contact me at (510) 383-1592.

Sincerely,

Daivee-Chantel Allen

Daivee-Chantel Allen

Enclosure



A Department of Alameda County Health Care Services Agency

**COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET**

Dept Name: Behavioral Health Care Services

Vendor ID #: 0000032634

Board PO #:

Bus Unit: BHSVC

Master Contract #: 900322

Procurement Contract #: 13487

Budget Year: 2017

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350591	00000	N/A	N/A		
610341	10000	350591	40200	N/A	N/A		
610341	10000	350591	41431	N/A	N/A	\$1,140,524	\$1,140,524
610341	10000	350591	41432	N/A	N/A		
610341	11000	350850	40305	N/A	N/A		

Justification if partial encumbrance or liquidation requested:

Federal Funds Waiver #:

Contract Maximum: \$1,140,524

Procurement Contract Begin Date: 07/01/2016

Expire Date: 06/30/2017

Period of Funding From: 07/01/2016

To: 06/30/2017

Department Contact: Network Office Administration

Telephone #: (510) 567-8296

QIC Code: 28007

Contractor Name: <u>Oakland Unified School District - CESDC</u>	
Project Name:	
Contractor Address: <u>1011 Union St., Oakland, CA 94607</u>	
Remittance Address: <u>1011 Union St., Oakland, CA 94607</u>	
ALCOLINK Vendor Address#:	
BOS Dist. #	
Contractor Telephone #: <u>(510) 639-3540</u>	Fax #:
E-mail (Signatory): <u>john.rusk@ousd.org</u>	
Contractor Contact Person: <u>Mr. John Rusk</u>	
E-mail (Contact): <u>john.rusk@ousd.org</u>	
Contract Service Category: <u>Mental Health</u>	
Estimated Units of Service: <u>See Exhibit B-3</u>	

Method of Reimbursement (Invoicing Procedures): See Exhibit B-3

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$1,140,524				
Amount of Encumbrance	\$1,140,524				
File Date	<u>6/14/2016</u>				
Item #	<u>16</u>				
Reason	<u>Final</u>				

Funding Source Allocation:

Federal - CFDA #:	State	County
<u>60</u>	<u>\$1,140,524</u>	<u>60</u>

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By:
Signature: Manuel J. Jimenez, Jr., MA MFT

Title: Director, Behavioral Health Care Services

Date: 9/29/16

CONTRACTOR

By:
Signature: John Rusk
Print or Type Name:

Title: CESDC Representative Date: 9/29/16

By: _____
Signature:

Title: _____ Print or Type Name: _____ Date: _____

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	Oakland Unified School District (OUSD) - CESDC
Contract Period	July 1, 2016 - June 30, 2017
Type of Contract	Master
Contract Number	900322

I. Program Name

- Counseling-Enriched Special Day Class (CESDC)
- Educationally Related Mental Health Services (ERMHS) Initial Assessments

II. Contracted Services

Outpatient Services:

- Mental Health Services
- Case Management/Brokerage
- Crisis Intervention

III. Program Information and Requirements

A. Program Goals

Contractor shall provide Educationally Related Mental Health Services (ERMHS) to help clients accomplish the following goals:

- Receive benefit from their special education services;
- Reduce the impact of emotional problems on the ability of children and adolescents to acquire new knowledge and skills in the school setting;
- Reduce symptomatology, absenteeism, and school suspensions; and
- Improve social-emotional functioning scores;
- Improve academic achievement, as shown by increase in classroom participation and completion of in-class and homework assignments.
- Be successful in a less restrictive educational environment;
- Have more satisfying relationships with adults and peers in the school setting; and
- Continue to enhance the quality of client/family life and community functioning.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to students qualifying for special education whose emotional disturbance impacts their ability to engage in their education. The target population shall be students who are Oakland residents unless a special inter-district transfer is obtained involving both OUSD and BHCS.

2. Referral Process to Program

Clients shall be referred and authorized to receive services by the client's school district per their Individualized Education Plan (IEP).

3. Program Eligibility

CESDC

Contractor shall only serve clients referred through the IEP process who:

- Are school aged (up to age 22nd birthday);
- Have been assessed for ERMHS Services and found to qualify; and
- Have been referred and authorized to receive services by the client's school district.

Students shall begin receiving services upon entering CESDC and shall be eligible for the full range of services (consistent with IEP) for as long as they remain enrolled in the program (including when they are absent from school).

ERMHS Initial Assessments

Contractor shall only serve clients who are in special education or are in the process of being assessed for special education.

4. Limitations of Service

Contractor shall stop services upon the implementation of an IEP documenting the exit of the student from the program or service, the student moved out of the district or county, or termination of services.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

Contractor shall ensure that its staff are trained and certified to use Child and Adolescent Needs and Strengths (CANS)/Adult Needs and Strengths Assessment

Transition-Age Youth (ANSA-T), and trained to enter CANS/ANSA-T data into the BHCS CANS/ANSA Automated Data Collection and Reporting System.

CESDC

Contractor shall align treatment plans and subsequent interventions with the IEP goals. The CESDC shall be an integrated special education mental health program where eligible students (and their families) receive mental health services aimed at correcting or ameliorating persistent emotional problems that impair essential school functioning. Contractor's program shall provide a structured learning environment, clearly articulated classroom rules, a functioning positive behavior system, and a collaborative team approach between the educational staff (teacher, instructional aides and/or intervention specialists), mental health providers (Licensed Practitioners of the Healing Arts - LPHA - and Mental Health Rehab Specialists - MHRS), school site administrators and Special Education administrative staff. Team meetings including Contractor's staff shall occur on a weekly basis with larger coordinating meetings as needed.

Contractor shall provide case management/brokerage and mental health services including behavioral health assessment, evaluation, plan development, collateral, family engagement,¹ individual therapy, group therapy, individual rehabilitation, and group rehabilitation. Contractor's staff shall provide support to students to enable their participation in mainstreaming opportunities for course work and extra-curricular activities as appropriate. Contractor shall provide crisis intervention, as needed. Contractor shall utilize family engagement strategies for all clients served within this program.

As determined by the client assessment and treatment plan, Contractor shall utilize evidence-based or promising practices including Cognitive Behavioral Therapy (CBT), Positive Behavioral Intervention and Supports (PBIS), Dialectical Behavior Therapy (DBT) and Collaborative Problem Solving (CPS).

The majority of services provided by Contractor shall be individualized and provided "around and into" students' educational milieu so that educational goals can be met in the least restrictive setting. Contractor shall provide collateral support to family members, significant others, outside physicians and psychiatrists, and any other involved professionals (e.g., Social Services, Probation, Regional Center), as necessary to meet treatment goals and objectives.

Contractor's clinicians shall be responsible for ensuring that each CESDC student receives, according to the student's IEP and treatment plan, the appropriate combination of mental health services.

Case management shall be provided by Contractor through the students' assigned

¹ Family Engagement is an umbrella term which includes Family Therapy, Collateral Family Therapy, Collateral Family Groups, Multi-Family Groups, Collateral Caregiver, and any other new codes specified by BHCS.

clinician-case carrier. Case management shall include a determination of the need for additional resources, both within and outside of the mental health system, and efforts to link students to those resources/providers. The general purpose of case management efforts shall be to expand the network of positive supports available to the student and family with the goal of improving home, community, and school functioning.

ERMHS Initial Assessments

Contractor shall provide initial assessments to determine whether students qualify for ERMHS and make referrals as appropriate. Contractor shall send ERMHS eligibility assessment report, most recent IEP, most recent psycho-educational evaluations and ERMHS authorizations forms to Children's Specialized Services. Contractor may also provide brief case management and mental health services to ERMHS qualified students and their families who have challenges accessing mental health services with the goal of making referrals and linkages.

2. Consumer/Client Flow

Contractor shall provide services as follows:

<u>Milestone Activity</u>	<u>Timing</u>
Screening	BHCS Behavioral Health Screening Form for Assessment and Treatment as Medically Necessary shall be completed by Contractor's staff over the phone prior to intake.
Informing Materials	Prior to client's entry into the program, and annually thereafter, Contractor's staff shall review BHCS Informing Materials with each client and obtain all required client signatures, or initials for annual review.
Episode Opening	Upon client's entry into the program, an episode opening which matches the date of client's entry into the program shall be entered by Contractor's staff in the electronic data collection and claiming system approved by BHCS Information Systems (IS).
Assessment	Assessments shall be completed and signed by Contractor's staff within 30 days from the episode opening date in the electronic data collection and claiming system, and updated annually.
Initial CANS/ ANSA-T	New clients: Initial CANS/ANSA-T shall be completed by Contractor's staff within 60 days from the episode opening date but prior to the completion of the treatment plan. Existing clients: Initial CANS/ANSA-T shall be completed at the time of the next required update of the assessment or treatment plan.

Milestone Activity	Timing
Treatment Plan Development*	Treatment plans shall be completed and signed by all required persons within 60 days from the episode opening date.
Intervention	Interventions, including mental health services, case management/brokerage and crisis intervention, shall be ongoing between plan development and discharge.
Review/Update of CANS/ANSA-T	CANS/ANSA-T shall be reviewed and updated by Contractor's staff every six months from the episode opening date or more frequently if clinically indicated to measure progress. If appropriate, Contractor shall revise the treatment plan based on CANS/ANSA-T updates. CANS/ANSA-T shall also be completed by Contractor's staff at client discharge.
Update of Treatment Plan and Intervention	Treatment plans and the BHCS Behavioral Health Screening Form for Assessment and Treatment as Medically Necessary shall be updated by Contractor's staff annually and whenever there is any change in goals, mental health objectives, service modalities, interventions, and significant events in the client's life. Client Contact Information and Client and Service Information (CSI) Periodic Data shall be updated by Contractor's staff, at a minimum, annually.

* Treatment Plan Development shall be strength-based, conducted in partnership with the client and family whenever possible. Treatment Plans shall include clear goals, mental health objectives, service modalities (with frequency and duration), detailed provider interventions for each service modality, and criteria for successful discharge from the program.

3. Discharge Criteria and Process

CESDC

Contractor shall establish a projected discharge plan for each student through the process of assessment, evaluation, and treatment planning. The students and their parent/guardians shall be critical members of the treatment/IEP team. The discharge criteria, upon which the plan is based, shall be reflected in the treatment plan's goals and objectives, and the student's IEP goals, standards, objectives and benchmarks. The IEP goals, standards, objectives and benchmarks shall be formally reviewed at least annually.

Discharge planning shall involve collaboration between Contractor's treatment/IEP team, students/parents, and BHCS. In general, a planned discharge shall occur when the student's emotional problems impacting their ability to learn are reduced or ameliorated. Discharge may also occur when treatment has shown to have little or no impact on reducing or ameliorating the student's emotional barriers to learning. Contractor shall consider discharge to a lower or higher level

of care based on assessment of the student's needs at the time of discharge, and shall ensure that a transfer to a different level of care occurs when appropriate.

ERMHS Initial Assessments

For youth who are eligible for ERMHS, Contractor shall send ERMHS eligibility assessment report, most recent IEP, most recent psycho-educational evaluations and ERMHS authorizations forms to Children's Specialized Services.

For those youth where an ERMHS assessment is completed and the youth is not eligible for ERMHS, Contractor shall advise parents (or other caregiver) that they can contact the County if they still want to access mental health services for their child; contractor shall provide the ACCESS phone number and any other relevant information.

4. Hours of Operation

Contractor shall maintain the following hours of operation for all clients:

Monday through Friday (during the school year): 8:30 a.m. - 4:30 p.m.

5. Service Delivery Sites

Contractor shall provide services at the following locations:

CESDC Sites

Martin Luther King, Jr. Elementary School (one classroom)
960 10th Street, Oakland, CA 94607
RU 01071

P.L.A.C.E. (Preparatory Literary Academy of Cultural Excellence)
@ Prescott Elementary School (one classroom)
920 Campbell Street, Oakland, CA 94607
RU 01101

Edna Brewer Middle School (one classroom)
3748 13th Avenue, Oakland, CA 94610
RU 01081

Frick Middle School (one classroom)
2845 64th Avenue, Oakland, CA 94605
RU 01061

Roots International Academy (one classroom)
1390 66th Avenue, Oakland, CA 94621
RU 01HY1

Urban Promise Academy (one classroom)
3031 East 18th Street Oakland, CA 94601
RU Pending

Fremont High School (one classroom)
4610 Foothill Boulevard, Oakland, CA 94601
RU 01O91

McClymonds High School (one classroom)
2607 Myrtle Street, Oakland, CA 94607
RU 01M61

Oakland Technical High School (one classroom)
4351 Broadway, Oakland, CA 94611
RU 01PA1

Oakland Technical Fashion Academy (one classroom)
5263 Broadway Terrace, Oakland, CA 94618
RU 01LN1

Skyline High School (one classroom)
12250 Skyline Boulevard, Oakland, CA 94619
RU 01M51

ERMHS Initial Assessments

OUSD ~ Special Education
1011 Union Street, Oakland CA 94607 RU 01K71

As a very time-limited service, the ERMHS initial assessments may take place at any site within OUSD.

Contractor shall obtain written approval from BHCS through the BHCS Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

Contractor shall notify the BHCS Program Contract Manager of any change in administrative, supervisory and/or other personnel that may occur during the term of this contract.

Contractor shall maintain at least one full-time equivalent Licensed Practitioner of the Healing Arts or Waivered Clinical Staff per classroom.

(V) Contract Deliverables and Requirements

A. Process Measures

CESDC

Contractor shall provide each client with up to 12 hours per month of mental health and/or case management/brokerage support services. These services shall include at least two 30-minute check-ins, at least one hour of group therapy per client per week, and at least one hour per month of family engagement.

ERMHS Initial Assessments

Contractor shall provide a total of 742 hours of service to 80 unduplicated clients.

B. Outcome Measures

Contractor shall work collaboratively with BHCS through FY 16/17 to develop benchmarks in the following areas: increased coping skills, increased academic achievement, and improved school attendance.

(VI) Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall input data into an electronic data collection and claiming system approved by BHCS Information Systems (IS), by the third business day of each month, according to the written data entry procedures specified by BHCS IS, and complete any corrections based on the test claim by no later than the 20th of each month. Contractor shall input CANS/ANSA-T data for each client into the BHCS CANS Automated Data Collection and Reporting System. Contractor shall submit their fire clearance to BHCS Quality Assurance annually.

Contractor shall submit a CESDC Placement Notification to BHCS Children's Specialized Services (CSS) within five days of opening an episode in an electronic data collection and claiming system approved by BHCS IS for the purpose of monitoring ERMHS eligibility and ERMHS authorization.

Contractor shall submit any special reports requested by County financial or program monitors. Contractor shall comply with the reporting requirements of County, State, or Federal agencies, and applicable law and regulations, as a condition of funding.

B. Evaluation Requirements

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources.

Contractor shall participate in BHCS evaluations and surveys as needed.

VI. Additional Requirements

A. Site Certification/Licensure

Contractor shall have and maintain current:

- Fire Clearance; and
- Medi-Cal Certification.

B. Other Requirements

Not applicable for current fiscal year.

C. Supplemental Terms and Conditions

Contractor agrees to comply with the following supplemental terms and conditions attached to this Exhibit A:

- Exhibit A-1: Additional Terms and Conditions of Program and Performance.
- Exhibit A-2: Addendum for Quality Assurance.

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT
Additional Terms and Conditions of Program and Performance

Contracting Department: Behavioral Health Care Services (BHCS)
Contractor Name: Oakland Unified School District - CESDC
Contract Period: 7/1/2016 to 6/30/2017
Master Contract Number: 900322

1. Confidentiality: Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable health information including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Welfare and Institutions Code requirements regarding confidentiality of patient information, and records, commencing with Section 5328. Contractor shall inform and train its officers, employees and agents of the provisions for confidentiality of all information and records as set forth in applicable laws and policies referenced above.

Contractor shall follow California state and federal guidelines pertaining to breaches of confidentiality. Contractor agrees to hold BHCS harmless for any breaches or violations arising from the actions/inactions of Contractor, their staff and subcontractors.

Contractor shall provide necessary client information to any other service provider within the Alameda County Behavioral Health Care Services (BHCS) System of County-operation and County-contracted providers for treatment activities (including the need to make timely referrals among programs for purposes of providing integrated services within this system of care) and/or for payment activities of said providers, and/or for health care operations of said providers if each of the entities has or had a relationship with the client. Contractor shall obtain clients' informed consent whenever possible, however the absence of such consent will not preclude the exchange of information with other BHCS service providers. Contractor shall obtain client consent, in a form mandated by applicable state or federal law, before releasing information to those who are outside the BHCS system of services except as otherwise provided by law. In accordance with the law, Contractor shall disclose to appropriate treatment providers information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

2. Maintenance of Records: The maintenance, access, disposal and transfer of records shall be in accordance with professional standards and applicable County, State, and Federal laws and regulations including, if applicable, the specified regulations of the Substance Abuse and Crime Prevention Act of 2000.

Records shall contain sufficient detail to make it possible for contracted services to be evaluated. Contractor shall permit authorized BHCS personnel to make periodic inspections of the records. Contractor shall furnish information and patient records such as these personnel may require for monitoring, reviewing and evaluating fiscal and clinical effectiveness, adherence to regulations, appropriateness, and timeliness of the services being rendered under this contract. County policies

and procedures in regards to this section may be found in the Quality Assurance Manual posted online at: http://www.acbhcs.org/providers/QA/qa_manual.htm.

3. Patient Rights: Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Division 1, Chapter 4.5. Patient records must comply with all appropriate state and federal requirements.

4. General Supervision: Services shall be under the general supervision of the Director of BHCS, as specified in Title 9, Division 1, Chapter 3, Section 521 of the California Code of Regulations. Further, said Section allows the aforementioned Director to supervise and specify as to the kind, quality, and amount of the services provided and the criteria used for determining patient eligibility.

5. Enrollment: All Contractors that bill third parties for provisions of services (e.g., Medi-Cal, Medicare, HealthPAC) shall check each client's insurance status upon client's first entry into their program (admission/episode opening) and monthly thereafter. Contractor shall inform uninsured clients about options for health care coverage, including but not limited to federal and local programs, such as Medi-Cal, Medicare, HealthPAC, or other sources of payment, such as private insurance. Contractor is responsible for the verification of benefits. Contractor shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist or coverage has lapsed.

6. Culturality and Linguistically Appropriate Standards (CLAS): Contractor shall implement each of the National Standards for CLAS in Health and Health Care, available online on the BHCS website, at <http://www.acbhcs.org/providers/network/cbos.htm>. Contractor shall complete and submit an electronic survey regarding their implementation of CLAS by July 10th of the following fiscal year.

7. BHCS Tobacco Policy: Contractor must adhere to the BHCS Tobacco Policy which is available on the BHCS website, at <http://www.acbhcs.org/tobacco/guidelines.htm>

8. Materials and Presentations: Contractor shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups, supported in part or entirely by this contract, to County of Alameda Health Care Services Agency, Department of Behavioral Health Care Services.

9. Organizational Chart: Contractor shall have and maintain an organizational chart reflecting the current operating structure on file with BHCS. Contractor shall provide BHCS with an updated version of this document in the event of any change to the operational structure.

10. Administrative and Program Standards: Contractor shall comply with all administrative standards and program requirements as specified by specific State and Federal guidelines. Contractor shall ensure that each of their staff comply with the Ethical Code of Conduct of all professional organizations that applies to their credential, certification and/or licensure.

11. Licenses, Permits and Certificates: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits and certificates required by all applicable Federal, State, County and/or municipal laws, regulations, guidelines and/or directives as may be amended from time to time for the operation of its facility and/or for the provision of services hereunder.

12. Quality Assurance (QA): Contractor shall comply with the following QA provisions. Contractor shall comply with BHCS' Consumer Grievance and Appeal Policy and Procedures, as set forth in the BHCS QA Manual and such amendments as posted on the BHCS website, at <http://www.acbhcs.org/providers/QA/QA.htm>. Contractor shall comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of BHCS' Informing Materials pertaining to Consumer Rights.

Contractor shall submit reports per the BHCS Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event, as set forth in the BHCS QA Manual, available on the BHCS website, at http://www.acbhcs.org/providers/QA/qa_manual.htm and shall also adhere to State reporting guidelines for Unusual Occurrences per the appropriate State licensing agency.

Contractor shall comply with the formalized case review policies as set forth in the BHCS QA Manual. Contractor shall ensure that staff providing services under this Agreement, both clinical and non-clinical, are in good standing with Centers for Medicare and Medicaid Services (CMS) and the California Department of Health Care Services and are not on any list of providers who are excluded from participation in federal health care programs or on the Medi-Cal Exclusion List. Via the BHCS' Staff Number Request Form, Contractor shall notify BHCS of changes in clinical staffing, and shall notify BHCS of changes in non-clinical staffing as well if Contractor is not performing its own monthly Federal and State exclusion list checks on their non-clinical staff. BHCS has the right to perform monthly exclusion list checks on all of Contractor's clinical staff who have a BHCS staff number and on those non-clinical staff whose information was submitted to BHCS on the Staff Number Request Form. Contractor shall complete and submit the BHCS Monthly Staff Change Attestation E-Form on a monthly basis to attest that all staff changes have been submitted to BHCS as described in the August 24, 2014 Letter which is available online at: <http://www.acbhcs.org/providers/network/cbos.htm>.

13. Continuity of Services: Contractor shall have a plan for the continuity of services to clients, including the maintenance and security of records. The continuity plan must provide for the transition of services and records in the event that a direct service staff dies or becomes unable to continue providing services, or in the event that a program closes.

14. Program Modification: Contractor shall secure the prior written approval of the Director of BHCS, or their Designee, in the event contracted services and activities require modification during the contract year. The request for modification shall be submitted to BHCS in writing.

15. Compliance with Contract Provisions: Contractors not in compliance with contract provisions, State or Federal law and/or regulation shall be immediately responsible for remedy and/or a plan of correction subject to BHCS approval. The cost of the plan of correction shall be borne by the Contractor/Provider.

16. Medi-Cal Administrative Activities (MAA): Contractors reporting Medi-Cal Administrative Activities (MAA) will comply with the policies and procedures required by the MAA contract between Alameda County and the State of California.

EXHIBIT A-2

COMMUNITY BASED ORGANIZATION MASTER CONTRACT Addendum for Quality Assurance

Contractor shall be responsible for knowing and implementing the policies contained in Alameda County Behavioral Health Care Services' (BHCS') Quality Assurance (QA) Manual as may be updated from time to time by BHCS. The manual and updates shall be available on the BHCS website, at <http://www.acbhcs.org/providers/QA/QA.htm>. Email communications may be made to notify providers of periodic updates and changes made to the QA Manual. Contractor shall have and maintain a QA Plan that meets the requirements of the BHCS Office of QA. This plan shall be available on-site for review by BHCS and include Contractor's policies and procedures on such QA topics as listed below and in the BHCS QA Manual.

-
- **UPDATES:** Contractor shall be responsible for informing the BHCS QA Office of any changes to Contractor's contact person and/or lead QA contact person and their contact information including email address to receive notices from the BHCS QA Office. Contractor shall regularly verify consumer's contact information and update BHCS records for purposes of service verification as described in the QA Manual.
 - **CREDENTIALING:** Contractor shall be responsible for verifying the credentials and licensing of their staff and employees as contained in BHCS, state and federal requirements. Waivers for certain clinical staff are required in order to bill Medi-Cal and Contractor shall familiarize themselves and comply with the waiver requirements posted in the BHCS QA Manual.
 - **AUTHORIZATION, UTILIZATION MANAGEMENT AND DOCUMENTATION STANDARDS:** Contractor shall have an internal review and authorization process that is described in its policies and procedures and that ensures that consumers served by Contractor meet, on an ongoing basis, the medical necessity criteria to receive Specialty Mental Health Services. Contractor shall comply with policies related to the Utilization Management Program of BHCS as set forth in the QA Manual and the Clinical Quality Review Team (CQRT) Manual as may be updated from time to time by BHCS. Contractors shall comply with Documentation Standards, Policy and Procedures as set forth in the QA Manual and as may be amended by notice on the BHCS Provider website. Contractor shall have an internal quality review process that ensures that clinical documentation meets federal, state, and BHCS standards. In particular, Contractors shall reference the following tools within the QA Manual: Clinical Record Documentation Standards, CQRT Form/Regulatory Compliance Sheet, and the CQRT Manual. On an annual basis, Contractor's lead QA staff shall attend the following train-the-trainer trainings provided by BHCS: Clinical Documentation Training and CQRT Training. On a regular basis, Contractor shall in turn provide similar trainings to its staff.
 - **QA AUDITS:** Contractor shall cooperate with BHCS in any review and/or audit initiated by BHCS, the California Department of Health Care Services, or any other applicable regulatory body.
 - **OTHER APPLICABLE POLICIES:** All Contractors/Providers shall comply with all other applicable policies and procedures as set forth in the QA Manual and such amendments as posted on the BHCS Provider website.

EXHIBIT B: TERMS AND CONDITIONS OF PAYMENT

Contracting Department	Behavioral Health Care Services
Contractor Name	Oakland Unified School District- CESDC
Contract Period	7/1/2016 to 6/30/2017
Contract Maximum	\$1,140,524

In addition to all terms of payment described in the Master Contract Terms and Conditions and all relevant Exhibits and Attachments, Parties (Contractor and BHCS) to this Contract shall abide by the terms of payment contained herein.

I. Budget (Exhibits)

BHCS, may, at its sole discretion, with or without notice to the Contractor, add or delete sources of funding used by BHCS for purposes of reimbursement for Contractor costs in providing services covered by this Contract as set forth in Exhibit A. Contractor shall use all payments solely in support of the contract budget, set forth as follows:

- Exhibit B-1: Funded Program Budget
- Exhibit B-2: Composite Agency Budget
- Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet)
- Exhibit B-4: Cost Report Submission Timeline
- Exhibit B-5: Cost Settlement Appeal Procedure

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

1. Contract and Program Maximum Funding

Total payments under this Contract shall in no event exceed the total contract maximum specified above. Payments shall be based on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet). Any change in the contract maximum shall be made through an amendment to this Contract.

B. Budget Revision Procedures

1. Revisions to Personnel and/or Operating Expenses

- a. Contractor must request written approval from BHCS Fiscal Contract Manager of any variance of ten percent or greater between actual costs and approved budget costs in each program budget column for Personnel and/or Operating Expenses.¹

¹ A singular or cumulative shift in excess of 10 percent (10%) of the amount within the budget category requires prior written approval from the Sponsor. This is a common requirement for federal and state funding sources that the County also requires.

2. Movement of Funds Between Programs/Reporting Units (RUs)

- a. Contractor may move an amount that is not greater than ten percent of the program/RU budget from which the funds are being shifted without prior written approval from BHCS, as long as the requested change WOULD NOT:
 - i. Impact the amount of required County match; and/or
 - ii. Move services between age-based Systems of Care (i.e., Children, Transition-Age Youth, Adults, Older Adults); and/or
 - iii. Move services between different service modalities (i.e. outpatient versus day treatment versus residential); and/or
 - iv. Move school-based services across Special Education Local Planning Areas; and/or
 - v. Modify an allocation that has been set by a competitive procurement request for proposals (RFP) process; and/or
 - vi. Impact a categorical allocation and/or funding stream for a particular program/RU including but not limited to grants, Mental Health Services Act (MHSA), Educationally Related Mental Health Services (ERMHS), CalWORKS; and/or
 - vii. Shift funds between programs/RUs that have a different method of reimbursement such as provisional rate, negotiated rate or actual cost.

- b. Contractor may also move funds across program/RUs in the following situations:
 - i. The programs are school-based outpatient services within the same school district that do not fall under ERMHS;
 - ii. Contractor is following the BHCS Children's System of Care protocol, available online at <http://www.acbhcs.org/providers/network/cbos.htm>, related to an identified decline in referrals at a particular site.

Failure to follow this protocol may result in costs that are ineligible for payment via the final cost report.

- c. BHCS may retrospectively approve written requests to move more than ten percent of funds between programs/RUs in response to unforeseen events which meet the following criteria:
 - i. Natural disasters, terrorist attacks, act of war
 - ii. Emergency purchases as necessary to protect client and public safety, avoid interruption of services, and/or to avoid financial loss, property loss and damage, or idled workers.
- d. Contractor must submit a written request to move funds between programs/RUs to the BHCS Fiscal Contract Manager, under the following circumstances:
 - i. The movement of funds falls under any of the exclusions identified above under Section II.B.2.a.i-vii; and/or

- ii. More than ten percent of funds for a program/RU are being removed from any one program; and/or
 - iii. The impact of the funds transfer from a larger program/RU into a smaller program/RU results in a program expansion of greater than 25 percent for the smaller program/RU; and/or
 - iv. The cumulative transfer of funds from numerous programs/RUs is greater than 20 percent of the total contract allocation during the contract term.
- e. When approval is required, written requests to move funds between programs/RUs must be received by the BHCS Fiscal Contract Manager as specified below:
- i. By December 1 of the current contract year for any change that would result in an increase to the contract maximum allocation for the current or subsequent contract year, or
 - ii. By December 1 of the current contract year for requests that fall under any of the exclusions identified under Section II.B.2.a.i-vii; or
 - iii. By February 1 of the current contract year if the request will not result in an increase to the total contract allocation for the current contract year or the subsequent contract year.
- f. All change requests must include the following:
- i. The names of impacted programs/RUs;
 - ii. The amounts to be moved;
 - iii. Whether the changes are being requested on a one-time versus ongoing basis; and
 - iv. Justification of why funds are needed in one program/RU more than the other, and any available information about the timing of changes in specific program(s)/RU(s), i.e., when utilization began to drop/increase.

Where required, Contractor must receive prior written approval from BHCS for the movement of funds between programs/RUs that fit under any of the circumstances described prior to moving funds or making program changes. Contractor may request updates on the status of the request one month from submission.

Failure to seek and receive BHCS approval for the contract changes described in this section II.B may result in denied claims against the program/RU allocation, unreimbursed costs or increased amount due to the County at Cost Settlement, reduced allocations in future contract years or termination of impacted programs within the contract.

It is the responsibility of Contractor to contact BHCS if it is unclear whether prior approval is needed. Change requests for this Contract will only be considered once per contract year.

3. Cost of Living Adjustment (COLA)
COLAs are at the County's discretion. If, during the term of this Contract, the Alameda County Board of Supervisors approves a COLA, the increase may be retroactive to July 1 of the current contract year for the approved funding streams.
4. Available Resources
Parties to this Contract acknowledge the uncertainty of the funding resources supporting this Contract, which may impact BHCS' dollar allocation for contracted services. Should it be necessary to adjust the amount of the funding during the term of this Contract, BHCS shall notify Contractor at least thirty days prior to the effective date of the adjustment.

C. Cost Settlement/Final Payment Provisions

A Cost Settlement between BHCS and Contractor is considered an interim settlement subject to audit by County, State, Federal and/or independent auditors.

Rate of reimbursement may be subject to renegotiation after BHCS review of Contractor's prior fiscal year Year-End Cost Report. Final reimbursement rates shall be determined by Contractor's Year-End Cost Report.

1. Provisional Rate Reimbursement Method

Final reimbursement is contingent upon and limited to funds made available to the County as a result of participation in the State mental health program.

BHCS shall base final reimbursement on cost per unit (CPU) of service, not to exceed the lesser of the following:

- a. Actual Cost per unit of service less applicable revenues collected from all other payment sources; or
- b. Contractor's published charges less applicable revenues collected from all other payment sources; or
- c. The County Contract Maximum Rate (CCMR), less any applicable revenues collected from all other payment sources.

Should Contractor's actual CPU of service exceed the CCMR, Contractor's reimbursable cost will be reduced to the CCMR times allowable units of service.

Settlement based on Relative Value of all Outpatient Programs or Day Treatment Programs

The costs of all programs within a Mode of Service (Outpatient or Day Treatment) are totaled and all the utilization for that Mode of Service is totaled by Service Function (Brokerage, Mental Health Services, Medication Support and Crisis Intervention). The cost per unit is calculated based on the total cost divided

by the total utilization. This cost per unit up to the County Contract Maximum Rate (CCMR) is used to determine the cost reimbursement per contract.

2. Final Reimbursement

Final reimbursement is made after County's submission of an acceptable Year-End Cost Report to the State. The term "acceptable" shall be understood as a Year-End Cost that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within sixty (60) calendar days of Contractor's receipt of Final Contract Settlement, unless otherwise approved by BHCS.

If applicable to Contractor's funding source, BHCS will provide the Final Medi-Cal Reconciliation data submitted to State of California based on the Final Mental Health 1930- *Final Short Doyle Claim for Reimbursement* and Mental Health 1931- *Cost Report/Claims Paid Comparison Final Reimbursement (Final Medi-Cal Reconciliation)* for Contractor's review. If Contractor has any adjustments that would impact Medi-Cal, non Medi-Cal, Crossover units or Crossover revenue, Contractor must advise BHCS prior to the appropriate State of California department determining the Final Medi-Cal Reconciliation. No adjustment to total cost or units can be made after the Final Medi-Cal Reconciliation.

3. Audit

Contractor's records shall be subject to audit and disallowances by all applicable County, State and Federal authorities. Contractor shall account for each program separately and provide specific cost centers and audit trails for each program.

Cost Settlements will be considered interim until all County, State and Federal audits and appeals have been completed. Audit results shall supersede the information previously provided by Contractor and accepted by BHCS. Should County, State and Federal or any other funding agency refuse to reimburse BHCS or disallow previous payments, Contractor agrees to refund excess to BHCS within 120 days of notification, unless otherwise approved by BHCS. BHCS may withhold all funds owed from any subsequent payments due to Contractor until the settlement is satisfied in full.

D. Conditions of Withholding Payment

BHCS may withhold payments to Contractor due to one or more of the following conditions.

1. Contractor Non-Compliance Sanction Policy

If BHCS determines that Contractor is not in compliance with any provisions of this Contract, BHCS will provide Contractor with a written notice of non-compliance and may withhold payment, or a portion of payment, or apply a

payment penalty of one percent of the total of the next monthly claim. Non-compliance includes failure to submit required programmatic and/or fiscal reports, which are complete and accurate by the specified due date, such as, but not limited to Contract Renewal documents, Year-End Cost Reports, audit report, or other information required for contract administration, monitoring and/or renewal.

BHCS may, after three months of withholding funds or applying payment penalties for non-compliance, impose a non-refundable penalty of two percent of the total contract amount each month thereafter, until BHCS deems Contractor in compliance with the Contract.

2. Disallowances

BHCS may withhold all funds owed to Contractor based on disallowances and/or penalties until settlement is satisfied in full. If applicable, Contractor shall refund any disallowances and/or penalties resulting from the Medi-Cal Utilization Review Process within 120 days of notice, unless otherwise agreed upon by BHCS.

County will indemnify Contractor as set forth in the general provisions of the Contract between the parties should the disallowance and/or penalties be the result of: a) County's negligence or intentional acts or omissions as it relates to the Year-End Cost Report; or b) Contractor's compliance with the written directions, guidelines, policies or instructions of the County.

Any disallowance and/or penalties where County does not indemnify Contractor shall be the sole responsibility of Contractor. This includes any and all State disallowances and/or penalties.

3. Contract or Program Termination

In the event of termination of this Contract or any program within this Contract, BHCS may withhold a sum not to exceed ten percent of the total contract amount or applicable program, until all provisions of this Contract are satisfied by Contractor and accepted by BHCS.

III. Invoicing Procedures

A. Monthly Invoices/Monthly Reimbursement Claim/Service Report

Contractor shall submit a monthly invoice/reimbursement claim for services rendered that month, using a BHCS template with units of service based on the rates in Exhibit B-3: Method and Rate of Reimbursement. Contractor shall submit invoices no later than 35 calendar days after the last day of the service month.

Contractor will submit one original Provider Claim / Service Report form (Invoice) per service period on a monthly basis. The invoice must include appropriate

documentation. Invoices that do not contain the information required under this section are incomplete and will not be paid until complete information is submitted. Invoices need to be received by BHSC no later than the 35th calendar day of the month following the services provided. BHCS will authorize payment to Contractor no later than 45 County business days after receipt of a monthly claim/service report. Invoices received after 35 calendar days after the last day of the service month, may be subject to a penalty of two percent of the total monthly invoice/reimbursement claim.

Contractor shall submit the original invoice with appropriate attachments to the BHCS Fiscal Contract Manager.

Invoice/Claim Attachments

For Negotiated Rate and Provisional Rate Programs: Contractor shall attach the corresponding reports from the BHCS electronic claims system to the monthly invoice/claim.

B. Reimbursement of Invoices After End of Contract Terms

Contractor shall submit all invoices for reimbursement under this Contract within forty-five calendar days following the end of the term of this Contract. All invoices submitted after forty-five calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of BHCS.

C. Cash Advance

Contractor may be eligible to receive a one-time cash advance, consistent with Alameda County's Cash Advance Policy located on BHCS' Provider website: <http://www.acbhcs.org/providers/network/docs.htm>.

Repayment method is subject to BHCS approval. BHCS may make repayment adjustments or demand full repayment at any time after BHCS review to ensure service levels, contract compliance and adequate reimbursement, including holding payment of invoices, until repayment is satisfied.

IV Funding and Reporting Requirements

A. Financial Reports

1. Year-End Cost Report

Contractor shall submit a Year-End Cost Report in the format issued by BHCS. Contractor shall submit a separate Year-End Cost Report for each program contained in this Contract.

V. Additional Terms and Conditions

A. Revenue Enhancement

BHCS may establish targets for revenues earned by contractors, with those targets becoming part of operational budgets. Future contract allocations will be impacted by the revenue generated and by deficits. Contractor shall implement any new procedures related to local, State and/or Federal insurance revenue maintenance or enhancement within thirty (30) days from BHCS notice. BHCS shall provide Contractor with specific information on how to operationalize any new procedures.

For services provided under this Contract, Contractor must bill for said services to any third party payer and/or client for clients that have share of cost Medi-Cal or self-pay. For services covered by such third party payers and/or Share of Cost Medi-Cal, charges must be billed in the amount of the Contractor's published charge rate or negotiated insurance rate.

For indigent or self-pay clients, Contractor shall comply with the Uniform Billing and Collection Guidelines and the Uniform Method of Determining Ability to Pay (UMDAP) procedures prescribed by the State of California.

Medi-Cal Funding Provisions

Contractor shall maintain, implement and utilize procedures to collect appropriate charges from clients for services provided under this Contract. Contractor must bill charges for said services to any third party payer and/or for Share of Cost Medi-Cal to client responsible for payment of services. All revenue collected from third-party payers and/or from clients must be reported to the County in accordance with instructions included in the Denied Correction Report (DCR) Cover Letter, Year-End Cost Report instructions and any subsequent letters or instructions from the County.

Contractor shall complete monthly Medi-Cal eligibility verification for all clients prior to submission of Medi-Cal claims to the State. BHCS will provide test claim reports for all claims prior to submission to the State. Should BHCS receive notification of claims denied by State for any Medi-Cal claims submitted to the State for reimbursement, said information will be provided to Contractor after the County's receipt of a DCR. Contractor will submit the DCR providing any necessary corrections for the denied claim within the timeframe noted in the DCR Cover Letter.

For additional provisions, please see Section II.C: Cost Settlement/Final Payment Provisions.

B. Contract or Program Termination

1. Notice of Termination

In the event of termination of this Contract or a program within this Contract:

- a. If initiated by Contractor, Contractor shall provide written notice to BHCS Program and Fiscal Contract Managers at least 30 calendar days prior to termination; and
- b. If initiated by BHCS, BHCS Fiscal Contract Manager shall provide written notice to Contractor at least 30 calendar days prior to termination.

2. Contractor Responsibility

Upon notice of a Contract or program termination, Contractor shall do the following:

- a. Immediately eliminate all new costs and expenses under this Contract or program.
- b. Provide accounting of any unused or unexpended equipment and/or supplies purchased by Contractor with funds obtained through this Contract and deliver such equipment and/or supplies to BHCS upon written request from BHCS.
- c. Promptly submit a written report of all information necessary for the reimbursement of any outstanding invoices and/or continuing costs to BHCS Fiscal Contract Manager.
- d. Surrender all applicable records to BHCS, if requested by BHCS.
- e. Ensure appropriate transition and continuity of care for clients who will no longer be served by the program(s) in accordance with all BHCS Quality Assurance (QA) and professional requirements.
- f. Make arrangements to assure that confidential client files and materials are stored following QA procedures and protocols.
- g. Make arrangements to hold Contractor's financial records for five years, or until all audit and appeal processes with the State and County are completed.
- h. Ensure that a point person is identified to assist with retrieving said records in the event that they are requested. Ensure that BHCS receives contact information for this point person, and any updates, in a timely manner.
- i. Complete a Cost Report within 30 calendar days of receipt of Cost Report template from BHCS.
- j. Participate in any required close-out audit.
- k. Reimburse the County for any outstanding balances owed related to prior year cost settlements and/or current year cash advances.

BHCS may reimburse Contractor for reasonable and necessary costs or expenses incurred after BHCS' receipt of Contractor's notice of termination, within the contract maximum.

C. Termination for Cause

If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination, which may be the same date as the notice.

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Service	Annualized Salary	Master Contract																	
			Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient								
			MLK	PLACE @ Prescott	Edna Brower	Frick	Roots	UJA	Fremont	McClymonds	Dakota Tech High									
			Provisional Rate RU 01071	Provisional Rate RU 01101	Provisional Rate RU 01081	Provisional Rate RU 01081	Provisional Rate RU 01101	Provisional Rate RU Pending	Provisional Rate RU 01081	Provisional Rate RU 01101	Provisional Rate RU 01101	Provisional Rate RU 01101								
		BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	
SALARIES & WAGES																				
Coordinator		101,800	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036
Licensed Clinical Workers (1)	✓	60,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000
Clinical Social Workers (12)	✓	36,000	0.30	25,050	0.50	25,050	0.50	25,050	0.50	25,050	0.50	25,050	0.50	25,050	0.50	25,050	0.50	25,050	0.50	25,050
MHSR/ISS	✓	20,500	0.00	-	0.20	4,100	0.20	4,100	0.00	-	0.20	4,100	0.20	4,100	0.20	4,100	0.00	-	0.00	-
Administrative Assistant		53,300	0.04	2,082	0.04	2,082	0.04	2,082	0.04	2,082	0.04	2,082	0.04	2,082	0.04	2,082	0.04	2,082	0.04	2,082
LCSW/WRMS Evaluator		83,200																		
Extended Contracts CSW		115,754	0.09	10,614	0.09	10,614	0.09	10,614	0.09	10,614	0.13	10,614	0.09	10,614	0.09	10,614	0.09	10,614	0.09	10,614
Extended Contracts LCSW		36,400	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218
Extended Contracts Admin Assistant		55,857	0.03	1,588	0.01	482	0.01	482	0.04	7,613	0.01	482	0.01	482	0.04	7,613	0.01	482	0.01	482
CSW Routes (2)	✓	50,000	0.18	9,091	0.18	9,091	0.18	9,091	0.18	9,091	0.18	9,091	0.18	9,091	0.18	9,091	0.18	9,091	0.18	9,091
Other (Admin and Other columns only)																				
G.T. Salaries & Wages			1.00	58,880	1.18	58,883	1.18	58,883	1.01	58,214	1.22	58,883	1.18	58,883	1.18	58,883	1.01	58,214	1.00	58,889
Employee Benefits				18,518		18,784		18,784		16,512		18,784		18,784		18,784		16,512		18,518
MH Professional Contracted Services																				
TOTAL SAL, WAGES & BENEFITS			1.00	72,218	1.18	75,467	1.18	75,467	1.01	73,233	1.22	78,467	1.18	78,467	1.18	78,467	1.01	73,233	1.00	73,218
OPERATING EXPENSES																				
Household Supplies																				
Food																				
Office Expense				1,885		1,885		1,885		1,885		1,885		1,885		1,885		1,885		1,885
Treatment Supplies				2,429		2,429		2,429		2,429		2,429		2,429		2,429		2,429		2,429
Medical, Center, Pharmaceutical Supplies																				
Maintenance																				
Smoking																				
Equipment				750		750		750		750		750		750		750		750		750
Vehicles																				
Utilities																				
Communications																				
Membership Dues																				
Transcription																				
Travel				4,000		4,000		4,000		4,000		4,000		4,000		4,000		4,000		4,000
Training				3,885		3,885		3,885		3,885		3,885		3,885		3,885		3,885		3,885
Professional & Specialized Services				1,318		1,318		1,318		1,318		1,318		1,318		1,318		1,318		1,318
Insurance																				
Taxes & Licenses																				
Interest																				
Rent & Leases																				

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Service ✓	Annualized Salary	Master Contract							McClymonds	Oakland Tech High
			Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient		
			MLH	PLACE @ Prescott	Echo Brewer	Frick	Roots	UPA	Fremont		
			Provisional Rate RU 01071	Provisional Rate RU 01101	Provisional Rate RU 01081	Provisional Rate RU 01051	Provisional Rate RU 01HY1	Provisional Rate RU Pending	Provisional Rate RU 01091		
			BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
Structure											
Equipment											
Vehicles											
Depreciation											
Structure											
Equipment											
Vehicles											
Miscellaneous											
Other (Admin and Other columns only)											
TOTAL OPERATING EXPENSES			14,280	14,280	14,280	14,280	14,280	14,280	14,280	14,280	14,280
ADMIN											
GROSS COST			87,498	87,747	88,747	87,813	88,747	88,747	88,747	87,813	87,498
REVENUE (SPECIFY)											
TOTAL REVENUE											
NET COST			87,498	87,747	88,747	87,813	88,747	88,747	88,747	87,813	87,498
OUTPATIENT											
Case Management CCMR 2.12											
TOTAL HOURS			130	130	130	130	130	130	130	130	130
COST PER HOUR			82.94	89.88	89.88	82.95	89.88	89.88	89.88	82.95	82.94
COST PER MINUTE			1.55	1.66	1.66	1.55	1.66	1.66	1.66	1.55	1.55
GROSS COST			12,082	12,545	12,945	12,084	12,945	12,945	12,945	12,084	12,082
Mental Health Services CCMR 2.31											
TOTAL HOURS			561	561	561	561	561	561	561	561	561
COST PER HOUR			120.12	128.70	128.70	120.14	128.70	128.70	128.70	120.14	120.12
COST PER MINUTE			2.00	2.14	2.14	2.00	2.14	2.14	2.14	2.00	2.00
GROSS COST			67,387	72,309	72,309	67,388	72,309	72,309	72,309	67,388	67,387
Medication Support CCMR 3.90											
TOTAL HOURS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COST PER HOUR			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COST PER MINUTE			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GROSS COST			-	-	-	-	-	-	-	-	-
Crisis Intervention CCMR 4.07											
TOTAL HOURS			45	45	45	45	45	45	45	45	45
COST PER HOUR			178.43	191.17	191.17	178.46	191.17	191.17	191.17	178.48	178.43
COST PER MINUTE			2.97	3.19	3.19	2.97	3.19	3.19	3.19	2.97	2.97
GROSS COST			8,025	8,608	8,603	8,031	8,603	8,603	8,603	8,031	8,025
TOTAL OUTPATIENT HOURS			736	736	736	736	736	736	736	736	736

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Service ✓	Annualized Salary	Master Contract								
			Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	
			MLK	PLACE @ Prescott	Edna Brewer	Frick	Roots	UPA	Fremont	McClymonds	Oakland Tech High
			Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate
			RU 0107F	RU (0110)1	RU 0108F	RU 01051	RU 01HY1	RU Pending	RU 01091	RU (01M6)1	RU 01PA1
			BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET

ALAMEDA CO. PURCHASE

RESIDENTIAL / DAY / OUTREACH

TOTAL HOURS/DAYS	
COST PER HOUR/DAY	
COST PER MINUTE	

OUTPATIENT

Case Management

TOTAL HOURS	130	130	130	130	130	130	130	130	130	130
COST PER HOUR	92.94	89.59	99.61	92.93	99.59	99.59	99.59	99.59	92.95	92.94
COST PER MINUTE	1.55	1.49	1.66	1.55	1.66	1.66	1.66	1.66	1.55	1.59
GROSS COST	12,082	12,045	12,945	12,084	12,945	12,945	12,945	12,945	12,084	12,082

Mental Health Services

TOTAL HOURS	561	561	561	561	561	561	561	561	561	561
COST PER HOUR	126.12	128.70	128.70	126.70	126.70	126.70	126.70	126.70	126.14	120.12
COST PER MINUTE	2.10	2.14	2.14	2.11	2.11	2.11	2.11	2.11	2.10	2.00
GROSS COST	67,387	72,200	72,200	67,388	72,200	72,200	72,200	72,200	67,398	67,387

Medication Support

TOTAL HOURS	-	-	-	-	-	-	-	-	-	-
COST PER HOUR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COST PER MINUTE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GROSS COST	-	-	-	-	-	-	-	-	-	-

Crisis Intervention

TOTAL HOURS	45	45	45	45	45	45	45	45	45	45
COST PER HOUR	178.43	191.17	191.17	178.46	191.17	191.17	191.17	191.17	178.46	178.43
COST PER MINUTE	2.97	3.18	3.19	2.97	3.19	3.19	3.19	3.19	2.97	2.97
GROSS COST	8,029	8,602	8,603	8,021	8,603	8,603	8,603	8,603	8,029	8,029

TOTAL OUTPATIENT HOURS	736	736	736	736	736	736	736	736	736	736
TOTAL OIP GROSS COST	87,496	93,747	93,747	87,513	93,747	93,747	93,747	93,747	87,513	87,496

TOTAL COST	87,496	93,747	93,747	87,513	93,747	93,747	93,747	93,747	87,513	87,496
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REVENUE (SPECIFY):

TOTAL REVENUE										

NET COST	87,496	93,747	93,747	87,513	93,747	93,747	93,747	93,747	87,513	87,496
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PLEASE ENTER WHOLE DOLLARS ONLY	Direct Service	Annualized Salary	Outpatient			TOTAL MASTER CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
			Outpatient	Outpatient	Outpatient				
			Oakland Tech Fashion Academy	Skyline	Initial Assessments				
			Provisional RU (01LN1)	Provisional RU (01MS1)	Provisional Rate -RU (01K71)				

SALARIES & WAGES			FTE	FTE	FTE	FTE	FTE	FTE	FTE	
Coordinator	✓	101,600	0.02	2,036	0.02	2,036			0.22	22,996
Licensed Clinical Workers (1)	✓	60,000	0.05	3,000	0.05	3,000	0.50	30,000	1.06	63,000
Clinical Social Workers (12)	✓	50,000	0.50	25,050	0.50	25,050	1.00	50,000	6.50	325,550
MHRS/ISE	✓	30,500	0.20	4,100	0.20	3,200			1.40	27,800
Administrative Assistant		53,300	0.04	2,092	0.04	2,092			0.44	23,012
LCSW/EMHS Evaluator		63,200					0.20	12,640	0.20	12,640
Extended Contracts CSW		116,754	0.99	10,614	0.09	10,614			1.03	116,754
Extended Contracts LCSW		35,460	0.09	3,218	0.09	3,218		6,000	0.89	41,398
Extended Contracts Admin Assistant		55,567	0.01	482	0.01	482		8,901	0.21	18,777
CSW Floater (2)	✓	50,000	0.18	9,091	0.18	9,091			1.88	100,001
									0.00	-
Other (Admin and Other columns only)										
S/T Salaries & Wages			1.18	59,883	1.18	58,783	1.70	107,521	14.02	751,328
Employee Benefits				19,784		17,145		27,792		229,717
MH Professional Contracted Services										
TOTAL SAL, WAGES & BENEFITS			1.18	79,467	1.18	75,928	1.70	135,412	14.02	991,045

OPERATING EXPENSES										
Household Supplies										
Food										
Office Expense				1,886		1,886				20,748
Treatment Supplies				2,429		2,429		3,400		29,119
Medical, Dental, Pharmaceutical Supplies										
Maintenance										
Structure										
Equipment				756		756				6,318
Vehicles										
Utilities										
Communications										
Membership Dues										
Transportation										
Travel				4,000		4,000				14,000
Training				3,888		3,888				42,768
Professional & Specialized Services				1,316		1,316				14,406
Insurance										
Taxes & Licenses										
Interest										
Rents & Leases										

PLEASE ENTER WHOLE DOLLARS ONLY.	Direct Service	Allocated Salary	Outpatient	Outpatient	Outpatient	TOTAL MASTER CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
			Oakland Tech Fashion Academy	Skyline	Initial Assessments				
			Provisional	Provisional	Provisional Rate				
			RU (01LN1)	RU (01MS1)	RU (01KT1)				
Structure									
Equipment									
Vehicles									
Depreciation									
Structure									
Equipment									
Vehicles									
Miscellaneous									
Other (Admin and Other columns only)									
TOTAL OPERATING EXPENSES			14,200	14,275	2,900	158,479	-	-	158,479
ADMIN									
GROSS COST			93,747	90,207	137,813	1,140,524	-	-	1,140,524
REVENUE (SPECIFY):									
TOTAL REVENUE									
NET COST			93,747	90,207	137,813	1,140,524	-	-	1,140,524
OUTPATIENT									
Case Management CCAR 2.12									
TOTAL HOURS			130	130	130	1,560			
COST PER HOUR			99.08	95.82	145.19				
COST PER MINUTE			1.65	1.60	2.42				
GROSS COST			12,946	12,456	18,874				
Mental Health Services CCAR 2.74									
TOTAL HOURS			581	581	587	6,738			
COST PER HOUR			126.70	123.94	187.85				
COST PER MINUTE			2.11	2.06	3.13				
GROSS COST			72,206	69,473	108,396				
Medication Support CCAR 3.05									
TOTAL HOURS									
COST PER HOUR			0.00	0.00	0.00				
COST PER MINUTE			0.00	0.00	0.00				
GROSS COST									
Crisis Intervention CCAR 4.07									
TOTAL HOURS			85	85	45	540			
COST PER HOUR			191.17	183.95	278.73				
COST PER MINUTE			3.19	3.07	4.65				
GROSS COST			8,643	8,278	12,543				
TOTAL OUTPATIENT HOURS			796	796	742	8,828			

PLEASE ENTER WHOLE DOLLARS ONLY			Outpatient	Outpatient	Outpatient	TOTAL MASTER CONTRACT	ADMIN	OTHER	AGENCY TOTAL
			Oakland Tech Fashion Academy	Skyline	Initial Assessments				
	Direct Service	Annualized Salary	Provisional	Provisional	Provisional Rate	BUDGET	BUDGET	BUDGET	BUDGET
	✓		RU (01LN1)	RU (01MS1)	RU 01K71				
			BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET

ALAMEDA CO. PURCHASE

RESIDENTIAL / DAY / OUTREACH

TOTAL HOURS/DAYS	
COST PER HOUR/DAY	
COST PER MINUTE	

OUTPATIENT

Case Management CCMR \$127.38

TOTAL HOURS		130	130	130	1,560
COST PER HOUR		99.58	95.82	145.18	
COST PER MINUTE		1.66	1.60	2.42	
GROSS COST		12,945	12,456	18,674	

Mental Health Services CCMR \$164.41

TOTAL HOURS		561	561	567	6,736
COST PER HOUR		128.70	123.84	187.85	
COST PER MINUTE		2.14	2.06	3.13	
GROSS COST		72,260	69,473	106,390	

Medication Support

TOTAL HOURS		-	-	-	-
COST PER HOUR		0.00	0.00	0.00	
COST PER MINUTE		0.00	0.00	0.00	
GROSS COST		-	-	-	

Crisis Intervention CCMR \$244.44

TOTAL HOURS		45	45	45	540
COST PER HOUR		181.77	183.85	278.79	
COST PER MINUTE		3.19	3.07	4.65	
GROSS COST		8,603	8,278	12,643	

TOTAL OUTPATIENT HOURS		735	735	742	8,836
TOTAL O/P GROSS COST		93,747	90,207	137,813	1,140,524
TOTAL COST		93,747	90,207	137,813	1,140,524

REVENUE (SPECIFY):

TOTAL REVENUE					
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NET COST		93,747	90,207	137,813	1,140,524
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Preparation/Revision Date: 5/8/16

**EXHIBIT B-2
COMPOSITE AGENCY BUDGET
REVENUE/EXPENSE SUMMARY**

CONTRACTOR:		PERIOD:	
Oakland Unified School District - CESDC		JULY 1, 2016 - JUNE 30, 2017	
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS	
		EXPENDITURE CATEGORIES	
REVENUE CATEGORIES		Salaries & Benefits	Services & Supplies
I. ALAMEDA COUNTY ALLOCATED FUNDS			
A. ALCOHOL & DRUGS			
Federal			
B. MENTAL HEALTH			
Federal - IDEA			
Federal - SAMHSA			
Mental Health - AOD			
C. ALAMEDA COUNTY - OTHER (specify dept)			
Probation Department			
Health Care Services Agency			
SUBTOTAL			
	1,140,524		
II. OTHER SOURCES OF FUNDS			
A. FEDERAL			
Community Development Block Grant			
B. STATE			
C. COUNTY (other than Alameda) / CITY			
First 5 Alameda County			
City of Fremont General Fund			
D. PATIENT / CLIENT FEES			
E. PRIVATE			
F. MISCELLANEOUS / OTHER			
Fremont, Newark & New Haven Unified School Districts			
SUBTOTAL			
GRAND TOTAL	1,140,524	981,042	159,479

**EXHIBIT B-3
METHOD AND RATE OF REIMBURSEMENT
RATE SHEET
MASTER CONTRACT
FY 16/17**

Contractor: Oakland Unified School District - CESDC

Reporting Unit	Service / Program	Reimbursement Method	Units of Service	Rate	Allocation
*** IMPORTANT NOTICE ***					
The County of Alameda sets the County Contract Maximum Rate (CCMR). All contracted rates that appear on this Rate Sheet will be reduced if at any time they exceed the CCMR.					
01021	Outpatient-MLK Case Management Mental Health Services Crisis Intervention	Provisional Rate	130 561 45	92.94 per hour 120.12 per hour 178.43 per hour	\$ 87,499
01101	Outpatient-PLACE at Prescott Case Management Mental Health Services Crisis Intervention	Provisional Rate	130 561 45	99.58 per hour 128.70 per hour 191.17 per hour	\$ 93,747
01081	Outpatient-Edna Brewer Case Management Mental Health Services Crisis Intervention	Provisional Rate	130 561 45	99.58 per hour 128.70 per hour 191.17 per hour	\$ 93,747
01081	Outpatient-Frick Case Management Mental Health Services Crisis Intervention	Provisional Rate	130 561 45	92.95 per hour 120.14 per hour 178.46 per hour	\$ 87,513
01041	Outpatient-Roots Case Management Mental Health Services Crisis Intervention	Provisional Rate	130 561 45	99.58 per hour 128.70 per hour 191.17 per hour	\$ 93,747
Pending	Outpatient-UPA Case Management Mental Health Services Crisis Intervention	Provisional Rate	130 561 45	99.58 per hour 128.70 per hour 191.17 per hour	\$ 93,747
01091	Outpatient-Fremont Case Management Mental Health Services Crisis Intervention	Provisional Rate	130 561 45	99.58 per hour 128.70 per hour 191.17 per hour	\$ 93,747
01061	Outpatient-McClymonds Case Management Mental Health Services Crisis Intervention	Provisional Rate	130 561 45	92.95 per hour 120.14 per hour 178.46 per hour	\$ 87,513
01087	Outpatient-Oakland Tech High Case Management Mental Health Services Crisis Intervention	Provisional Rate	130 561 45	92.94 per hour 120.12 per hour 178.43 per hour	\$ 87,499
01101	Outpatient-Oakland Tech Fashion Academy Case Management Mental Health Services Crisis Intervention	Provisional Rate	130 561 45	99.58 per hour 128.70 per hour 191.17 per hour	\$ 93,747
01051	Outpatient-Skyline Case Management	Provisional Rate	130	95.82 per hour	\$ 90,207

EXHIBIT B-3
 METHOD AND RATE OF REIMBURSEMENT
 RATE SHEET
 MASTER CONTRACT
 FY 16/17

Contractor: Oakland Unified School District - CESDC

Reporting Unit	Services / Program	Reimbursement Method	Units of Service	Rate	Allocation
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*** IMPORTANT NOTICE ***

The County of Alameda sets the County Contract Maximum Rate (CCMR). All contracted rates that appear on this Rate Sheet will be reduced if at any time they exceed the CCMR.

	Mental Health Services		561	123.84 per hour	
	Crisis Intervention		45	183.95 per hour	
01K71	Outpatient-Initial Assessment	Provisional Rate			\$ 187,813
	Case Management		130	127.26 per hour	
	Mental Health Services		567	164.43 per hour	
	Crisis Intervention		45	244.44 per hour	
					<u>\$ 1,140,524</u>

EXHIBIT B-4
COST REPORT SUBMISSION TIMELINE

Settlement Steps	Timelines for Master Contract non-EPSDT*	Timelines for Master Contract w/EPSDT & Services As Needed (SAN) EPSDT*
Contractor completes service input into INSYST	First month after close of fiscal year (July)	
Cost Report forms & letter sent to Contractor	After BHCS receives cost report instructions and forms from the State (August)	
Contractor complete & submit Cost Report to BHCS	Third month after close of fiscal year (September)	
BHCS sends copy of Contractor State Cost Report for Contractor review	Sixth month after close of fiscal year (December)	
BHCS submits complete State Cost Report to State		
BHCS submits Final Contract Settlements to Master Contract non-EPSDT Contractors	Seventh month after close of fiscal year (January)	Not applicable
BHCS submits an informational contract settlement to Master Contract w/EPSDT & EPSDT SAN Contractors. Contractor has 15 days to notify BHCS of intent to appeal either cost issues or total utilization issues.	Not applicable	Seventh month after close of fiscal year (January)
BHCS provides Master Contract w/EPSDT & EPSDT SAN CBO's with Medi-Cal report used to complete State Reconciliation		Sixteenth month after close of fiscal year (October)
BHCS submits State Reconciliation	Seventeenth month after close of fiscal year (November)	
BHCS submits Contract Settlement to Master Contractors with EPSDT and EPSDT SAN contract. Contractor has 15 days to notify BHCS of intent to appeal Medi-Cal utilization issues only.	Not applicable	Nineteenth month after close of fiscal year (January)
State begins Cost Report audit	During fourth year after submission of Cost Report	
State sends Fiscal Audit Report to BHCS	Before end of fifth year after submission of Cost Report	
If necessary, appeal process begins	Beginning of sixth year after submission of Cost Report	
BHCS sends notice to Contractor that fiscal year is closed	After appeal process has been completed	

*Last revised: 07/27/12

All timeliness are subject to change. Each year actual deadlines will be communicated via the BHCS

EXHIBIT B-5
MENTAL HEALTH COST SETTLEMENT APPEAL PROCEDURES

1. Contractor must submit Appeals and/or Intent to Appeal for Cost Report Settlement to BHCS within fifteen business days of receipt of Preliminary Contract Settlement Reimbursement and/or Certified Final Reconciliation of Cost Report. All appeals shall be submitted to:

Behavioral Health Care Services
ATTENTION: Network Office
1900 Embarcadero Cove, Suite 205
Oakland, CA 94606
REFERENCE: Appeal FY XX/XX

- a. BHCS will send notice to Contractor within ten business days of receipt of Intent to Appeal with the deadline for submitting the appeal and supporting documentation.
2. Each appeal must be for a unique fiscal year and shall be so indicated in the Reference Section of the Appeal. Contractor must clearly and concisely state the reason or area of disagreement for the appeal; a statement of 'do not agree' does not meet the definition of a clear statement.
 - a. Contractor must include payors and/or financial records. If no supporting documentation is available, state the reason that no supporting documentation is being submitted.
 - b. The following are examples of what Contractors should include in appeals:

<Contractor Name> is appealing Cost Report Settlement Form for FY <XX/XX> on the following basis...

- i. Example One:

The total cost reported in the Settlement does not agree with our agency's cost. BHCS has listed <\$> as the cost versus <Contractor Name> cost of <\$¹>.

- ii. Example Two:

Our records indicate that the number of EPSDT approved services provided were different from services included in the Settlement Form. Our totals are as follows:

<i>Case Management</i>	<i><XX></i>
<i>Mental Health Services</i>	<i><XX></i>
<i>Medication Support</i>	<i><XX></i>

- iii. Example Three:

Our records indicate that some of clients listed on BHCS Unfunded Report were Medi-Cal EPSDT eligible, as follows⁴:

Client A
Client B
Client C

³ Contractor must include financial records to support the appeal.

⁴ Contractor must include copies of eligibility records for each client included in the appeal.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Employee Dishonesty and Crime	Value of Cash Advance
F Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability shall provide an additional insurance endorsement page that names as additional insured, County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise), County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Alameda County - BHCS, Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606 	

CERTIFICATE OF COVERAGE

Issue Date
6/22/2016

ADMINISTRATOR:
 Keenan & Associates
 1111 Broadway, Suite 2000
 Oakland, CA 94607

 510-888-8750
 www.keenan.com

LICENSE # **0481271**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

- ENTITY #1: Northern California ReLIEF
- ENTITY #2:
- ENTITY #3:
- ENTITY #4:
- ENTITY #5:

COVERED PARTY:
 Oakland Unified School District
 1000 Broadway, Suite 300
 Oakland CA 94607

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE / OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR10171-108	7/1/2016 7/1/2017	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION () EMPLOYERS' LIABILITY			\$	() IN ACCORDANCE WITH STATUTORY LIMITS () OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION () EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

As respects to the Standard Services Agreement between the County of Alameda, Behavioral Health Care Services and Oakland Unified School District to provide school-based behavioral health services to student through the coverage expiration date.

CERTIFICATE HOLDER:

 County of Alameda
 Behavioral Health Care Services
 Attn: Fred Zhang
 1900 Embarcadero Cove, Suite 205
 Oakland CA 94605

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/WRP WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/WRP, ITS AGENTS OR REPRESENTATIVES.



John Stephens

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660	CONTACT NAME: Debra Hardwick PHONE (A/C No., Ext): 949-758-0271 FAX (A/C No.): 949-758-2713 E-MAIL ADDRESS: dhardwick@alliant.com
	INSURER(S) AFFORDING COVERAGE: INSURER A: New York Marine Group INSURER B: State National Ins Co, Inc. 12831 INSURER C: INSURER D: INSURER E:
INSURED OAKLUM-01 Oakland Unified School District 1000 Broadway Street Oakland CA 94607	

COVERAGES **CERTIFICATE NUMBER:** 1185698895 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ACORD FORM NO.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (See endorsement) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED/AIROS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COVERED SINGLE LIMIT (See endorsement) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA/EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE AGGREGATE
A/B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> TWA <input type="checkbox"/> N/A	WC2016ER00296 NCE-0848043-15	7/1/2015 7/1/2018	7/1/2016 7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS: VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage Only, Subject to policy terms, conditions and exclusions.
 As respects the agreement between the Behavioral Health Care Services Agency and Oakland Unified School District for School Based Mental Health Consultation (through the coverage expiration date).

CERTIFICATE HOLDER Behavioral Health Care Services Agency 1900 Embarcadero Cove, Suite 205 Oakland CA 94608	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ENDORSEMENT
ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-08	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

County of Alameda
Behavioral Health Care Services
Attn: Fred Zhang
1900 Embarcadero Cove, Suite 205
Oakland CA 94606

As Respects:

As respects to the Standard Services Agreement between the County of Alameda, Behavioral Health Care Services and Oakland Unified School District to provide school-based behavioral health services to student through the coverage expiration date.

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and volunteers are included as an Additional Covered Party.



Authorized Representative

Issue Date: 6/22/2018

EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required

to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. **AUDIT REPORTS**

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and Oakland Unified School District - CESDC, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"); Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term

"business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the

Privacy Rule if done by Covered Entity;

- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes

the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business

Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS


- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the

HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.

- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Oakland Unified School District - CESDC

By (Signature): 

Print Name: John Rusk

Title: ERMHS Coordinator

EXHIBIT F
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space or ~~attach an additional page.~~

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

By signing this contract and Exhibit F, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549

CONTRACTOR: Oakland Unified School District - CESDC

PRINCIPAL: John Rusk

TITLE: ERMHS Coordinator

SIGNATURE: _____

DATE: 3/24/10

EXHIBIT O
COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
(For Procurements of \$1,000,000 or more)

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010,

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR: Oakland Unified School District - CESDC

PRINCIPAL: John Risk

TITLE: ERMHS Coordinator

SIGNATURE: _____

DATE: 2/25/12



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Oakland SELPA
Local Plan

11. Alameda County Office of Education MOU

Memorandum of Understanding
Between
The Alameda County Office of Education
Alternative Education School Programs
And
Alameda County Local Educational Agencies

Alameda USD
Albany USD
Berkeley USD
Castro Valley USD
Dublin USD
Emery USD
Fremont USD
Hayward USD
Livermore USD
Mountain House USD
New Haven USD
Newark USD
Oakland USD
Piedmont USD
Pleasanton USD
San Leandro USD
San Lorenzo USD
Sunol Glen USD

The organizations above through this memorandum of understanding (MOU) agree to the following:

- I. **Purpose:** The purpose of this Memorandum of Understanding is to establish and maintain a clearly defined, effective procedure for placement and delivery of services to identified special education students placed by school districts in the Alameda County Office of Education Community/Alternative Education schools.
- II. **Terms of Agreement:** The term of this agreement will be for three years beginning July 1, 2015 – June 30, 2018.

III. Description of Services:

A. Local Education Agencies: During the duration of this agreement, the placing school district requesting placement for a special education student in the Alameda County Community School/Alternative Education Program will:

1. Contact the ACOE SPAS department, (510) 670-7738 (Daisy Guzman), or (510) 670-4244 (Monica Corbett), to refer an identified special education student (with an IEP) to the County Community School Programs.
2. Complete and sign the ACOE referral packet, which includes a per student cost of \$34.43 per day enrolled to the sending district for special education services, and attach the current IEP, educational and psychological assessment. (Note: IEP's must be current to consider placement)
3. Remain the district of residence.

B. Alameda County Office of Education: During the duration of this agreement Alameda County Office of Education will:

1. Provide general education services to Special Education students and special education services identified on the student's IEP and the Inter-SELPA Agreement.
2. Provide appropriately credentialed Special Education staff to implement the IEP.
3. If invited by the district of residence, attend the referred student's IEP meeting, prior to enrollment at ACOE, to provide placement advice.
4. Schedule and hold placement IEP's and 30 day review IEP's, to which the district of residence will be invited.
5. Consult with the district of residence to arrange mutually agreeable dates for IEP meetings (initial, annual, placement, and/or requested for any reason). No changes in placement or services will occur except through an IEP meeting which invites representatives of the district of residence and all other legally required members.
6. Complete any assessments as required by the IEP.
7. Notify the district of residence of any referrals for additional assessments for identified special education students and/or new referrals for special education services for students placed in ACOE programs within seven days of the receipt of the referral.
8. Act as the district of service.
9. Billing for special education students enrolled in the Community School / Alternative Education Program will be calculated at \$34.43 per day enrolled. Billing will be sent out quarterly. Services logs will be included upon request.

- IV. **Severability:** Should any part, term, or provision of the MOU be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the other parts, terms, or provisions hereof shall not be affected thereby.
- V. **Successors/Assignment:** The MOU shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the written consent of the other parties to this MOU.
- VI. **Amendment of the MOU:** The MOU may be amended by a supplemental agreement executed and approved by the County Agencies and other parties to this MOU.
- VII. **Form of Approvals:** Whenever the approval of any party hereto is required by this MOU, unless the context specified otherwise, such approval shall be given by resolution or other formal action duly and regularly agreed upon by all parties to this MOU.
- VIII. **Termination of Agreement:** Any party to this MOU may terminate its participation in this MOU by giving written notice to the other parties one year prior to the effective date of the termination.

IN WITNESS WHEREOF, the parties hereto have caused the MOU to be executed and attested by their proper officers whereunto duly authorized, as of the day and year first above written.

Sheilagh Andujar / Deputy Chief
 District Representative (Print Name) / Title

8/14/15
 Date

Sheilagh Andujar
 Signature

Oakland Unified School District
 LEA

[Signature]
 Director of Special Education or Designee for
 Alameda County Office of Education
 Student Programs and Services

 Date



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thinking Students.

Oakland SELPA
Local Plan

12. Transportation Agreement

Board Office Use: Legislative File Info.	
File ID Number	16-1638
Introduction Date	8/10/16
Enactment Number	16-1298
Enactment Date	8-10-16 ef



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Vernon Hal, Senior Business Officer

Board Meeting Date August 10, 2016

Subject **Amendment to Agreement – First Student – Business Services**

Action Requested Ratification by the Board of Education of the Amendment to the Agreement between the Oakland Unified School District and First Student, Inc. for transportation services for students with special needs for the period from July 1, 2016 to July 31, 2018 in an amount not to exceed an additional 2 Million Dollars (\$2,000,000) total over the 2016-2017 and 2017-2018 school years.

Background and Discussion Faced with, among other things, a pending termination notice from First Student and the need to ensure the continued transportation of District special education students, on June 22, 2016, the Board of Education approved Resolution No. 1516-0231 (Enactment No. 16-1209) authorizing the Superintendent of Schools to execute on behalf of the District an amended agreement with First Student for the transportation of students with special needs for the period from July 1, 2016 to July 31, 2018 in an amount not to exceed (over the original contract amount) an additional 2 Million Dollars (\$2,000,000) total over the 2016-2017 and 2017-2018 school years, provided said amended agreement was ratified by the Board of Education at the first meeting in August 2016. The original not to exceed amount is 7 Million Dollars (\$7,000,000) per year.

Recommendation Ratification by the Board of Education of the Amendment to the Agreement between the Oakland Unified School District and First Student, Inc. for transportation services for students with special needs for the period from July 1, 2016 to July 31, 2018 in an amount not to exceed an additional 2 Million Dollars (\$2,000,000) total over the 2016-2017 and 2017-2018 school years.

Fiscal Impact Not to exceed an additional \$2,000,000 total over the 2016-2017 and 2017-2018 school years.



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 16-1658

Department: Senior Business Officer

Vendor Name: First Student Business Services

Contract Term: Start Date: 7-1-2016 End Date: 7-31-2018

Annual Cost: \$ 1,000,000.00

Approved by: Senior Business Officer

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Extending contract for two school years.

Summarize the services this Vendor will be providing.

This vendor will provide transportation services for students with special needs.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

[Empty text box for answer]

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process")
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts (requires Board resolution declaring an emergency)
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



OAKLAND UNIFIED
SCHOOL DISTRICT

- Goals, Inspiring Students

**OAKLAND UNIFIED SCHOOL DISTRICT-
FIRST STUDENT SPECIAL EDUCATION
TRANSPORTATION SERVICES AGREEMENT
AMENDMENT**

File ID Number: 16-1658
Introduction Date: 8-10-16
Enactment Number: 16-1298
Enactment Date: 8-10-16 ff.
By:

File ID Number: 16-1593
Introduction Date: 6/22/16
Enactment Number: 16-1289
Enactment Date: 6/22/16
By: OS

**SPECIAL EDUCATION SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT
AMENDMENT NO. 1**

This Amendment is effective the 1st day of July 2016, by and between Oakland Unified School District, with principal offices at 1000 Broadway, Oakland, California 94607 (hereinafter, "the District"), and First Student, Inc., with its regional business offices at 13200 Crossroads Parkway, Suite 450, City of Industry, California 91746 and local business offices for purposes of this Agreement located at 333 Filbert Street, Oakland, California 94607 (hereinafter, "First Student").

WITNESSETH

WHEREAS, the District selected First Student to provide special education pupil transportation services described herein;

WHEREAS, First Student desires to provide such transportation services; and

WHEREAS, on May 28, 2014, by Enactment No. 14-0905, the District Board of Education approved a contract for transportation services for special education students with First Student, Inc. ("Agreement"). The term of said Agreement began on August 1, 2014, and expires on July 31, 2018, unless the parties to the Agreement agree in writing to extend the Agreement pursuant to Section 1.1 of the Agreement;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree to amend the following Sections of the Agreement effective July 1, 2016 as follows:

SECTION 1: TERM

- 1.1 **Agreement Term:** The term of this Agreement shall commence July 1, 2016 and shall continue through July 31, 2018. This Agreement may be extended by mutual written agreement for up to two (2) additional one-year periods based on First Student's satisfactory service/performance, subject to terms and conditions set forth in this Agreement. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1 of each year during the term of this Agreement.

SECTION 3: TRANSPORTATION RATES, COMPENSATION AND BILLING

- 3.1 **Payment for Services:** In consideration for services rendered hereunder, the District shall pay to First Student all sums due and owing and calculated in accordance with the rates set forth in Exhibit A attached to and incorporated into this Amendment to the Agreement and the Agreement, as may be adjusted pursuant to the provisions herein.

3.1.1 2016-2017 School Year

The Rate Schedule, as set forth in Exhibit A is amended to provide for a rate increase of 16% for the 2016-2017 school year, effective July 1, 2016, which amended rates are set forth in amended Exhibit A.

First Student agrees to implement a starting driver pay rate of at least \$19 per hour effective August 1, 2016 for all drivers, including standby, backup and fill-in drivers, performing any services to the District under the Agreement.

3.1.2 2017-2018 School Year

Effective July 1, 2017, the Rate Schedule is amended to provide for a rate increase of 14.3% of the 2016-2017 school year rates, which amended rates are set forth in amended Exhibit A.

SECTION 5: RATE ADJUSTMENTS

- 5.1 **Calculation of Rate Adjustments:** All rates set forth in Exhibit A of this amendment will be subject to upward (but not downward) adjustment once each year, commencing June 30, 2017, and on each June 30th thereafter, such adjustment shall be based on the percentage increase or decrease in the "Consumer Price Index - All Urban Consumers" for the area: "San Francisco-Oakland-San Jose," as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date. Consumer Price Index ("CPI") adjustments: (i) shall not in any event result in a decrease in rates; and (ii) shall be in addition to, and not in lieu of, the 14.3% rate increase effective as of July 1, 2017. The rate adjustment will be one hundred percent (100%) of the increase (but not decrease) of such CPI change, but not to exceed five percent (5%). The rate adjustment formula shall be applicable to the Base Cost per student and the excess hours and miles charged as set forth in amended Exhibit A, and shall be computed in accordance with the following formula:

$$R = I + (I * f)$$

- Where
- R= Revised rate for any subsequent year, applicable to the Base Cost Bid and excess hours and miles charged.
 - I= Initial Rate (base cost, as per First Student's bid and subsequent revised rate).
 - f= One hundred percent (100%) of the annual increase or decrease of the "Consumer Price Index - All Urban

Consumers" for the area: "San Francisco-Oakland-San Jose," as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date.

If the approved Consumer Price Index (CPI) is negative resulting in a downward price adjustment, the CPI shall be disregarded.

SECTION 16: EQUIPMENT AND SUPPLIES

- 16.14 Fuel: First Student shall purchase at its own cost, inclusive of all fuel taxes, all fuel required for the operation of buses under this Agreement. However, fuel prices are assumed at \$3.00 per gallon. Should First Student's cost of fuel exceed \$3.00 per gallon including taxes, the District will reimburse First Student the excess cost. First Student will provide documentation substantiating its fuel costs upon written request of the District.

SECTION 19: TERMINATION

19.1 Termination of Agreement for Convenience:

Either party may terminate the Agreement *without cause* at any time with one-hundred eighty (180) days written notice to the other party. Should First Student terminate this Agreement for convenience, First Student agrees to provide reasonable transition services for an additional sixty (60) days beyond the initial 180 days to the District and any other designee at the then-current contractual rates.

SECTION 21: LIQUIDATED DAMAGES

Section 21 of the Original Agreement (Liquidated Damages) is deleted in its entirety from this Amendment.

SECTION 26: NOTICE TO PARTIES

- 26.1 Notices: All notices provided for under this Amendment to the Agreement and Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party's designated contact. Notice shall be effective when received if personally served or, if mailed, three days after mailing.

Notices to the District shall be addressed to:

Oakland Unified School District
Attn: Kimberly Raney (or, Director of Transportation)
Oakland Unified School District

1000 Broadway, Suite 440
Oakland, CA 94607
Fax No. : (510) 874-3687

Oakland Unified School District
Attn: Office of the General Counsel
1000 Broadway Suite 680
Oakland, CA 94607
Phone No. : (510) 879-8535
Fax No. : (510) 879-4046

Notices to First Student shall be addressed to:

First Student
Area General Manager
333 Filbert Street
Oakland, CA 94607-2529
ATTN : John Olivares
Fax No. : 510-628-0095
Email : john.olivares@firstgroup.com

With a copy to :

FirstGroup America, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
ATTN : General Counsel
Fax No.: (513) 362-4537
Email : mike.petrucci@firstgroup.com

SECTION 27: ENTIRE AGREEMENT

- 27.1 **Entirety of Agreement:** This Amendment to the Agreement, as well as the Original Agreement, constitute the entire agreement between the District and First Student concerning the subject matter hereof. There are no representations, either oral or written, between the District and First Student other than those contained in this Agreement. All understandings, agreements, covenants, and representations express or implied, oral or written between Parties are contained and merged herein. No other agreements, covenants, representations, express or implied, oral or written have been made between the Parties concerning the subject of this Amendment. This is an integrated agreement. It may not be altered, modified, or otherwise changed in any respect except in a writing signed by each party.

SECTION 28: COMPLIANCE WITH LAW; LICENSES AND PERMITS

28.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this Agreement, certifies that First Student does not appear on the Excluded Parties List found at <https://www.sam.gov/portal/public/SAM>.

SECTION 29: PLACE OF CONTRACT AND CONTROLLING LAW

29.1 Controlling Law: This Amendment to the Agreement and the Agreement shall be governed by the laws of the State of California, excluding California's conflict of laws rules. All references in this Agreement to the "state" shall mean the State of California. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of California.

29.2 Venue: First Student and the District agree that the legal venue for any and all litigation relative to the formation, interpretation and performance of this Amendment to the Agreement and the Agreement is vested in Alameda County, California, without resort to conflict of laws.

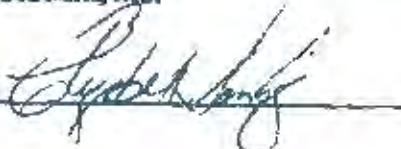
SECTION 30: AUTHORITY

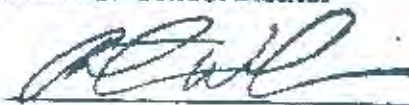
28.1 Parties Authorized to Enter Amendment to Agreement: Both parties warrant that they are properly authorized to enter into this Amendment to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the day and year first hereinabove written.

First Student, Inc.

Oakland Unified School District

By: 

By: 

Name: Liz Sanchez

Name: Antwan Wilson

Title: Senior Vice-President

Title: Superintendent & Board Secretary

Date: 6/21, 2016

Date: 6/23, 2016

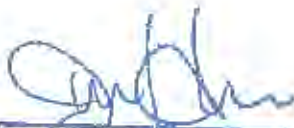
Approved as to Form

 6/23/16

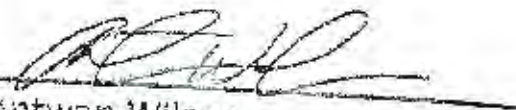
Ben Hood
FirstGroup America, Inc.
Associate General Counsel

 6/22/16

Michael L. Smith
Oakland Unified School District
Deputy General Counsel



James Harris
President, Board of Education



Antwan Wilson
Secretary, Board of Education

File ID Number: 16-1658
Introduction Date: 8-10-16
Enactment Number: 16-1298
Enactment Date: 8-10-16
By: _____

File ID Number: 16-1593
Introduction Date: 6-22-16
Enactment Number: 16-1209
Enactment Date: 6-22-16
By: DA

AMENDED EXHIBIT A

RATE SCHEDULE FOR JULY 1, 2016 TO JUNE 30, 2017

1. Home to School Transportation (per IEP) for Regular School Year and Extended School Year Program:

LOCAL – Within Alameda County

Rate per pupil per day (ambulatory): \$27.52

Rate per pupil per day (wheelchair): \$51.99

OUT OF THE AREA – Greater Bay Area outside of Alameda County

Rate per pupil per day (ambulatory)*: \$92.80*

Rate per pupil per day (wheelchair)*: \$98.60*

* Minimum of four (4) students required, otherwise rate will be based upon negotiated actual miles and hours.

2. Field Trip Rate with trip as specified by special request, on equipment in normal use for the above service:

Ambulatory

Cost per hour of service: \$82.94

Wheelchair

Cost per hour of service: \$87.00

RATE SCHEDULE EFFECTIVE JULY 1, 2017

1. Home to School Transportation (per IEP) for Regular School Year and Extended School Year Program:

LOCAL – Within Alameda County

Rate per pupil per day (ambulatory): \$31.46

Rate per pupil per day (wheelchair): \$59.42

OUT OF THE AREA – Greater Bay Area outside of Alameda County

Rate per pupil per day (ambulatory)*: \$106.07*

Rate per pupil per day (wheelchair)*: \$112.70*

* Minimum of four (4) students required, otherwise rate will be based upon negotiated actual miles and hours.

2. Field Trip Rate with trip as specified by special request, on equipment in normal use for the above services:

Ambulatory

Cost per hour of service: \$94.80

Wheelchair

Cost per hour of service: \$99.44

Board Office Use: Legislative File Info.	
File ID Number	16-1593
Introduction Date	6/22/16
Enactment Number	16-1209
Enactment Date	6/22/16



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students

Memo

To Board of Education

From Jacqueline Minor, Co-General Counsel
Marion McWilliams, Co-General Counsel
Michael Smith, Deputy General Counsel

Board Meeting Date June 22, 2016

Subject **Resolution Authorizing the Superintendent to Enter into Amended Agreement with First Student for Special Education Transportation Services**

Action Requested **Approval of the Resolution No. 1516-0231 authorizing the Superintendent to enter into Amended Agreement with First Student for Special Education Transportation Services subject to ratification by the Board of Education at the August 10, 2016 Board Meeting**

Background On May 28, 2014, the Board of Education approved a four (4) year contract for transportation services for special education students with First Student, Inc. ("Original Agreement") in an amount not to exceed \$7 million (\$7,000,000) a year. On April 21, 2016, First Student sent the District a 120-day Termination Notice. The District has entered into negotiations for an amended agreement for the 2016-2017 and 2017-2018 school years to ensure the continued provision of transportation services for students with special needs.

Discussion The resolution authorizes the Superintendent of Schools to execute on behalf of the District an amended agreement with First Student for the provision of transportation services for students with special needs for the period from July 1, 2016 to June 30, 2018 in an amount not to exceed an additional 2 million dollars (\$2,000,000) total over the 2016-2017 and 2017-2018 school years, provided said amended agreement is ratified by the Board of Education at the first meeting in August 2016.

Recommendation Approval by the Board of Education of the Resolution No. 1516-0231 authorizing the Superintendent to enter into Amended Agreement with First Student for Special Education Transportation Services subject to ratification by the Board of Education at the August 10, 2016 Board Meeting

Fiscal Impact Funding Resource: Special Education – 7240 – Not to exceed an additional 2 million dollars (\$2,000,000) total over the 2016-2017 and 2017-2018 school years.

Attachments • Resolution

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1516-0231**

Authorizing the Superintendent to Enter into Amended Agreement with First Student for Special Education Transportation Services Subject to Ratification by the Board of Education at the August 10, 2016 Board Meeting

WHEREAS, by Enactment # 14-0905 approved by the Board of Education on May 28, 2014, the Board of Education of the District, approved a four (4) year contract for transportation services for special education students with First Student, Inc. ("Original Agreement") in an amount not to exceed \$7 million (\$7,000,000) a year;

WHEREAS, the term of said Original Agreement began on August 1, 2014, and expires on July 31, 2018;

WHEREAS, the District Legal Department met with First Student on March 22, 2016 and First Student requested an increase in rates for services for the two remaining years of the Original Agreement (2016-2017 and 2017-2018 school years);

WHEREAS, on April 21, 2016, First Student sent the District a 120-day Termination Notice;

WHEREAS, the Termination Notice will be effective on August 19, 2016 and result in students eligible for special education and related services under the Individuals with Disabilities Education Act not having access to transportation that takes our students to and from their educational programs;

WHEREAS, proper, efficient, and cost-effective transportation of students with special needs demonstrates our commitment to all students and families;

WHEREAS, in order to provide proper, efficient, reliable, and cost-effective transportation for District students, the District is negotiating an Amended Agreement with First Student for the period from July 1, 2016 to June 30, 2018 to provide minimum driver wages and an increase rate for services by First Student in amount that equates to an additional 1 million (\$1,000,000) per school year;

WHEREAS, the Parties cannot complete an Amended Agreement before the end of the fiscal year;

NOW THEREFORE, BE IT RESOLVED THAT the Board of Education of the District authorizes the Superintendent of Schools to execute on behalf of the District an amended agreement with First Student for the provision of transportation services for students with special needs for the period from July 1, 2016 to June 30, 2018 in an amount not to exceed an additional 2 million dollars (\$2,000,000) total over the 2016-2017 and 2017-2018 school years, provided said amended agreement is ratified by the Board of Education at the first meeting in August 2016.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 22nd day of June, 2016, by the following vote, to wit:

AYES: Aimee Eng, Shanthi Gonzales, Roseann Torres, Jody London, Jumoke Hinton Hodge, Vice President Nina Senn, President James Harris

NOES: None

ABSTAINED: None

ABSENT: None

CERTIFICATION

I hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a Special Meeting I thereof held on the 22nd day of June, 2016 with a copy of such Resolution being on file in the Office of the Board of Education of said district.



Antwan Wilson, Superintendent and Board Secretary

File ID Number: 16-1293
Introduction Date: 6/22/16
Enactment Number: 16-1294
Enactment Date: 6/22/16
By: [Signature]

Board Office Use: Legislative File Info.	
File ID Number	13-1534
Introduction Date	August 14, 2013
Enactment Number	13-1554
Enactment Date	8/14/13 <i>OK</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

Memo

To Board of Education

From Jacqueline Minor, General Counsel *JM*

Board Meeting Date August 14, 2013

Subject Approval of AGREEMENT with First Student, Inc To Provide School Pupil Activity Bus ("SPAB") transportation services for District school sites and programs

Action Requested Approval of the AGREEMENT with First Student, Inc of Concord To Provide SPAB transportation services for District school sites and programs

Background
A one paragraph explanation of why the consultant's services are needed.

The District issued an RFP for School Pupil Activity Bus (SPAB) providers to contract with for local/short trips and longer distance/overnight field trips. In issuing the RFP the District's intent was to have an approved list of SPAB providers and to authorize District school sites and school programs that need bus transportation to select from the preapproved list.

Discussion
One paragraph summary of the scope of work.

The District has initially selected five SPAB vendors to provide transportation services as a part of the RFP process. The five vendors are Walker Charter of Oakland, Delta Charter of Stockton, Michael's Transportation of Vallejo, Durham of Concord and First Student of Richmond. The term of the Agreements is August 1, 2013 to June 30, 2016; with an option to extend for two additional one year terms.

Recommendation Approval of AGREEMENT with First Student, Inc To Provide SPAB transportation services for District school sites and programs

Fiscal Impact School Bus Costs for Field Trips are funded by each site using a variety of funds

Attachments * Agreement

**AGREEMENT FOR SCHOOL PUPIL ACTIVITY BUS
TRANSPORTATION SERVICES**

**THE OAKLAND UNIFIED SCHOOL DISTRICT
AND
FIRST STUDENT, INC.**

THIS AGREEMENT ("Agreement") is entered into as of August 1, 2013 between First Student, Inc. ("Contractor") and the Oakland Unified School District (the "District"), for Contractor to provide School Pupil Activity Bus ("SPAB") transportation services for District school sites and programs.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

A. Term and Termination

The term of this Agreement shall commence on August 1, 2013 and shall terminate June 30, 2016. After the initial term, the Agreement may be extended for two additional one year terms upon mutual agreement of both parties. The Agreement may be terminated by Contractor at any time with 90 days prior written notice. OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

B. Vehicles

The Contractor agrees to supply, at its sole cost and expense, such vehicles ("Vehicles") as may be necessary to lawfully perform the Services and which are SPAB certified or exceed SPAB certification requirements. All such Vehicles shall fully comply with all applicable laws and regulations. The Contractor shall be solely responsible for all Vehicles used in transporting students.

The Contractor agrees to permit the District's duly authorized agents, to inspect said bus(es) at any reasonable time, during normal business hours, subject to coordination with Contractor relative to location, and the maintenance schedules of the bus(es). The time and place of such inspection shall be as mutually agreed.

Upon arrival for scheduled bus service:

- Bus(es) shall be clean and in good working order.
- Excessively ripped or stained seat cushions will not be deemed acceptable.

- Rest rooms will be clean, stocked and functioning.
- Floors will be vacuumed and no trash is to be found (e.g., storage area or seatback magazine holders)
- Appropriate environment for the transport of students.

C. Contractor's Personnel

- i. The Contractor or subcontracted drivers must:
 - a. Have all applicable state vehicle permits and licensing.
 - b. Be licensed in accordance with all applicable federal and state regulations and policies.
 - c. Have a good driving record as verified by the state and other applicable regulatory bodies.
 - (i) The Contractor shall verify each driving record upon initiation of service and then every six (6) months thereafter. Such records shall be placed into the driver's file and must be accessible upon request.
 - (ii) The Contractor shall not use drivers to provide services who have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who have had a DUI, DWI, or controlled substance-related violation.
 - d. Drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with state mandated rules of the road and traffic regulations.
 - e. Abstain from using tobacco products while students are present in the vehicle or on school grounds. Drivers as well as their vehicles must not smell of smoke or any other offensive odor.
 - f. Not provide service to the District when any background check or findings indicate criminal history convictions, as obtained through state and national searches (DOJ and FBI).
 - (i) The Contractor shall verify and be liable for the payment of all driver criminal record checks prior to transporting students. Such verification shall be placed in the driver's file. The Contractor shall ensure that all drivers display their current driver's license upon request of a school official or the District authorized individual.

The Contractor shall have standards addressing professional dress and hygiene code for its drivers. Professional dress includes clean clothes (pants, skirts, and shirts with sleeves and collars). The drivers must not wear attire that might generally be considered offensive. Hygiene includes clean shaven, groomed hair (including facial) and refraining from the use of heavy, offensive colognes. Drivers must also not display offensive tattoos and piercings.

Child Abuse and Neglect Reporting Act. CONTRACTOR and their personnel will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 - 11174.

2. The Contractor shall maintain records on all employees, drivers or sub-Contractors that demonstrate that all requirements of this Agreement have been met. The file shall include but not necessarily be limited to applicable current copies of the following:

- a) Department of Motor Vehicle Record's Check - historical driving record.
 - b) Department of Justice (DOJ) background checks that meet or exceed state laws.
 - c) Federal Bureau of Investigation (FBI) background check, to include Child Index.
 - d) Verification of enrollment in an on-going drug/alcohol testing at random, and "for cause" drug/alcohol testing as deemed appropriate for drivers authorized to perform services for this contract. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under this contract. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under this contract. The Contractor shall be liable for all Drug and Alcohol Testing. No driver may be utilized for this contract that fails a drug and/or alcohol test.
 - e) Verification of a negative test result for Tuberculosis (TB testing).
 - f) Current driver's license and certifications appropriate for driving the vehicle type that corresponds with the assignment, and include SPAB or higher certification.
- Training records

3. Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not permit its drivers to smoke on the vehicle at any time students are on the vehicle. Contractor shall require that drivers comply with all safety laws and regulations, including but not limited to the prohibition against driving under the influence of drugs or alcohol. Such prohibition shall extend to the use of prescription and non-prescription drugs that impair the safe operation of the vehicle.

4. Contractor shall be responsible for hiring and discharging personnel employed by Contractor, provided, however, that the District shall have the right to require Contractor to remove from service any employee who, in the District's sole discretion, is deemed unsuitable for the performance of transportation services for the District. The District may make a request in writing and state the reasons therefore. Reasons may include failure of any driver to operate a vehicle in a safe manner, in accordance with the laws of the state of California and the ordinances of any city in which such vehicle operates, or a finding by the District that the personal habits and/or conduct of an employee are detrimental to the best interests of the District or to the welfare and best interest of the students being transported.

D. Assignment of Contractor's Rights

Except as it relates to the hiring of independent Contractor drivers, the Contractor shall have no right to assign its rights or obligations under this Agreement, it being understood that this is a personal services agreement.

E. Indemnity (Hold Harmless) of the District

CONTRACTOR shall indemnify, hold harmless and defend OUSD and each of its officers, officials,

employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, CONTRACTOR or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. CONTRACTOR'S obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall NOT apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If CONTRACTOR should subcontract all or any portion of the work or activities to be performed under this MOU, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

F. Independent Contractor

In providing the Services, the Contractor shall be and act as an independent Contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. The Contractor understands and agrees that as an independent Contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. The Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, defend and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

G. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

Contractor will provide a customer service single point of contact 24x7x365 for the District users to contact during bus trips should issues of scheduling, service, quality, bus breakdowns or other issues arise and require immediate remedy by the Contractor.

The District shall designate agents who shall be responsible for coordination of the student transportation requirements furnished under this Agreement and who shall be the District's liaison to Contractor. The District will designate a crisis management contact person for emergency contact with Contractor. By August 30th of each calendar year, the District shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel. All accidents shall be reported to the District's Risk Manager at 510-273-0475 and Claims Manager at 510-273-3282 in addition to the school site principal.

Contractor: Paul Egger
First Student, Inc.
13200 Crossroads Parkway, Suite 450
City of Industry, CA 91746
ph: 562-271-4413

The District: Rebecca Cingolani
955 High Street
Oakland, Ca 94601
Ph: (510) 535-2750
Rebecca.cingolani@ousd.k12.ca.us

H. Waivers

The waiver by each party of a breach or violation of any provisions of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this agreement.

I. Force Majeure

Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities by the Government, or any other occurrence which is beyond the control of the Contractor, when satisfactory evidence thereof is presented to the District.

J. Compliance with the Law

Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

K. Dispute Resolution

The parties agree to meet and confer in good faith on all matters and disputes under this Agreement. If a dispute is not resolved under the foregoing, and one party informs the other in writing that it reasonably believes that the difference between the parties are not likely to be

reconciled through further negotiation, then the parties agree to submit such dispute to non-binding arbitration under the Commercial Rules of American Arbitration Association. Such arbitration will be held as promptly as possible in Alameda County, California and will be conducted before a panel of three (3) members. The District and the Contractor shall each select one arbitrator, and the third arbitrator shall be selected by agreement of the other two arbitrators so chosen. All costs and expenses associated with the arbitration shall be borne entirely by the non-prevailing party.

L. Laws Governing Contract

This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Alameda, in the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

M. No Rights in Third Parties

The Agreement does not create any rights in or inure to the benefit of any third party.

N. Submittal of Documents

CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and CUSD has approved evidence of the following:

Individual consultants:

Tuberculosis Clearance - Documentation from health care provider showing negative TB status within the last four years.

Insurance Certificates and Endorsements

Agencies or organizations:

Insurance Certificates and Endorsements -- Workers' Compensation

O. Contractors Insurance

Commercial General Liability Insurance: The following insurance is required:

- i. If Contractor employs any person to perform work in connection with this Agreement, Contractor shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

- ii. Contractor shall maintain Commercial General Liability insurance, including automobile coverage with limits of Five Million Dollars (\$5,000,000) per occurrence and which shall include coverage for corporal punishment, sexual misconduct, harassment, bodily injury and property damage.
- iii. The coverage shall be primary as to the District and shall name the District as an additional insured. Evidence of insurance and additional insured endorsement must be attached.
- iv. Endorsement of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against Contractor. The policy shall protect Contractor and the District in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

P. Licenses and Permits

CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Q. Non-Discrimination

- i. **Non-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR agrees to comply with applicable Federal and California laws prohibiting discrimination against students.

In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s).

R. Drug-Free / Smoke Free Policy

No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

S. Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program ("Local Business Program"). The 20% local business participation requirement must be met with a maximum participation of 10% for Local Business Enterprises (LBE) and a minimum participation of 10% for Small Local and Small Local Resident Business Enterprises (SLBE / SLRBE). Any percentage combination of SLBE's and SLRBE may be used to calculate the full 20% requirement. More details about this Program are provided in the bid packet.

Contractors claiming preference as a *certified* Oakland Small Business must attach a copy of their certification letter to their bid. (Information at Exhibit __)

T. Severability

If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

U. Entire Agreement


This Agreement and the attached proposal constitute the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

Contractor: FIRST STUDENT, INC.



Name: Paul Egger

Date: 8/15/13


Title

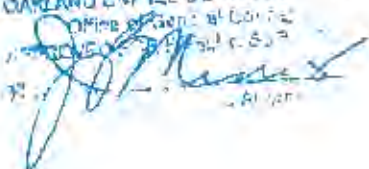

David Kakishiba,
President, Board of Education
Oakland Unified School District

Date: 8/15/13


Gary Yee
Acting Superintendent and Secretary
Board of Education
Oakland Unified School District

Date: 8/15/13

File ID Number: 13-1834
Introduction Date: 8/14/13
Enactment Number: 13-1554
Enactment Date: 8/14/13
By: [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
1900 Broadway, Oakland, CA 94612

[Signature]



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

**OAKLAND UNIFIED SCHOOL DISTRICT-
FIRST STUDENT SPECIAL EDUCATION
TRANSPORTATION SERVICES AGREEMENT**

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SPECIAL EDUCATION SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is effective the 1st day of August 2014, by and between Oakland Unified School District, with principal offices at 1000 Broadway, Oakland, California 94607 (hereinafter, "the District"), and First Student, Inc., with its regional business offices at 13200 Crossroads Parkway, Suite 450, City of Industry, California 91746 and local business offices for purposes of this Agreement located at 333 Filbert Street, Oakland, California 94607 (hereinafter, "First Student").

WITNESSETH

WHEREAS, the District has selected First Student to provide special education pupil transportation services described herein; and

WHEREAS, First Student desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

SECTION 1: TERM

- 1.1 Agreement Term: The term of this Agreement shall commence August 1, 2014 and shall continue through July 31, 2018. This Agreement may be extended by mutual written agreement for up to two (2) additional one-year periods based on First Student's satisfactory service/performance, subject to terms and conditions set forth in this Agreement. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on August 1 of each year during the term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED:

First Student shall, during the term of this Agreement:

- 2.1 Provision of Services: Supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill the District's needs for transportation of pupils qualified for special education services residing within the jurisdiction of the District from the pickup address to drop off address and return to designated delivery address, said addresses to be designated by the District. Such transportation shall be provided, in accordance with bus routes and schedules established between the District and First Student, to designated addresses on all days schools are in session for the 2014/2015, 2015/2016, 2016/2017 and 2017/2018 school years, and for all summer school/extended school year sessions during the term of this Agreement. This is not an exclusive Agreement. The District may contract with other vendors or contractors to

provide transportation services to District students, including special education students.

- 2.2 Spare Buses: Maintain and have available for immediate use and dispatch an adequate number of spare buses (above and beyond the number of buses designated to regularly service the District routes) with a minimum of ten percent (10%) spare bus factor for each type and capacity calculated to the closest whole bus, but not less than one (1). Buses designated as spare shall not be considered as part of the regular fleet necessary to provide for State-mandated safety inspections, and/or preventative maintenance.
- 2.3 Spare Drivers: Have available for immediate tasking and dispatch an adequate number of spare drivers (above and beyond the number of drivers designated to regularly service District routes) with a minimum of ten percent (10%) spare driver factor. Spare drivers shall meet the eligibility and screening requirements of Sections 14.2 to 14.10 of this Agreement.
- 2.4 Extracurricular Transportation: Transport any and all special education pupils or other authorized persons as may be requested by the District for field trips, excursions, athletic activities or any other purpose designated by the District.
- 2.5 Belts, Restraints and Harnesses: Furnish all vehicles with a seat belt for each passenger and driver. It shall also furnish all equipment necessary for said transportation of passengers (e.g., car seats, restraints and harnesses). It shall be the driver's responsibility to see that such seat belts, car seats, restraints, or harnesses are properly adjusted and fastened as soon as the pupil occupies his/her seat and for the duration of the trip (including wheelchair students). First Student shall at all times provide for the safety and welfare of the students transported.
- 2.6 Adjustment of Services: The District and First Student may at any time convene a meeting to discuss adjustments or changes in the special education pupil transportation requirements of the District. In the event of increases or decreases in the number of students requiring transportation, or in routes or schedules, the number of buses and drivers, and the number of spare buses and spare drivers, will be adjusted accordingly. The District may increase or decrease services to be provided by First Student under this Agreement. During the first year of this Agreement, the Parties shall meet on a mutually agreeable date within the week of November 17-21, 2014 and on a mutually agreeable date within the week of March 16-20, 2015 to review implementation and discuss any needed modifications or changes in this Agreement. After the first year, and every year thereafter that this Agreement is in effect, the Parties shall meet at least once on or before March 15 of the fiscal year to review the services provided, to identify modifications in the Agreement, and for a thorough quality review. District may increase or decrease service levels to be provided by First Student under this

Agreement. However, where such increases or decreases impact by greater than 5% the students transported, service levels or equipment levels required of First Student under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in this Agreement, First Student shall be permitted to adjust rates commensurately to cover increases or decreases in cost structure associated with such changes by District.

SECTION 3: TRANSPORTATION RATES, COMPENSATION AND BILLING

- 3.1 **Payment for Services:** In consideration for services rendered hereunder, the District shall pay to First Student all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached to and incorporated into this Agreement, as may be adjusted pursuant to the provisions herein.
- 3.2 **Invoice and Payment Timing:** Not later than the 10th working day after the end of each monthly billing period during the term of this Agreement, First Student will submit to the District a statement of its services rendered during the prior billing period. After verification of the statement, and provided First Student complies with all terms, covenants, and conditions of the Agreement, the District shall issue payment for First Student's services within forty-five (45) days of receipt of First Student's invoice(s).

In the event that the District fails to make a payment on any sums due hereunder, and such sums remain unpaid for 45 days following receipt of the invoice by District, First Student shall be entitled to charge interest on unpaid amounts at the rate of 1.5% per month or the maximum allowable statutory amount.

In the event that any statement amount is disputed by District, District shall deliver written notice specifying the disputed amount to First Student within 30 days of receipt of the statement by District. District shall pay all amounts not disputed to First Student on or before the 45th business day following the date on which the statement was submitted.

- 3.3 **Invoice Format:** Invoices furnished by First Student under the Agreement must be in a form acceptable to the District. All amounts paid by the District shall be subject to audit by the District or its designee. Invoices shall include, but not be limited to: First Student's name, First Student's address, invoice date, invoice number, purchase order number, period of service, date service was rendered, brief description of services provided, number and classification (e.g., ambulatory, wheelchair, etc.; within or outside of Alameda County) of pupils transported, miles and hours (where applicable), per pupil and per day rate, and total payment requested.
- 3.4 **Authorization for Extra Work Required:** No bill or claim for extra work or materials shall be allowed or paid to First Student unless the doing of such extra work or the

furnishing of such extra materials shall have been authorized in writing by the District.

- 3.5 In the event of unforeseen and unanticipated changes in state or federal taxes, laws or specifications, increased insurance or surety premiums or any other condition which causes any of the First Student's overall operating costs hereunder to increase at a rate in excess of the CPI provided for in Section 5.1 below, then the parties shall determine a reasonable and just amount to cover such increase, and rates of First Student compensation set forth in Exhibit A shall be adjusted to reflect such increase.

SECTION 4: ADDITIONAL DISTRICT RIGHTS AND RESPONSIBILITIES

- 4.1 District Provision of Information to First Student: No later than 30 days before the start of each school year, the District shall provide First Student with all information relevant for scheduling and providing a student's transportation needs (e.g., name of each student; birth date; day telephone number(s); pick-up and drop-off addresses; the school/program to which a student is assigned; the start and end times for the student's school/program; an indication of whether or not the student requires special handling and/or equipment as specified in the IEP; and emergency information). All student data provided under this Section 4.1 is subject to the confidentiality provisions of Section 7.7 and 7.8 of this Agreement.

SECTION 5: RATE ADJUSTMENTS

- 5.1 Calculation of Rate Adjustments: All rates set forth in Appendix A of this Agreement will be subject to adjustment once each year, commencing August 1, 2016, and on each August 1 thereafter. There shall be no rate adjustment during 2015. Such adjustment shall be based on the percentage increase or decrease in the "Consumer Price Index - All Urban Consumers" for the "area: San Francisco-Oakland-San Jose," as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date. The rate adjustment will be one hundred percent (100%) of the increase or decrease of such CPI change, but not to exceed five percent (5%). The rate adjustment formula shall be applicable to the Base Cost per student and the excess hours and miles charged as set forth in Appendix A, and shall be computed in accordance with the following formula:

$$R = 1 + (I * T)$$

Where R= Revised rate for any subsequent year, applicable to the Base Cost Bid and excess hour and miles charged.

- 1. Initial Rate (base cost, as per First Student's bid and subsequent revised rate).
- 2. One hundred percent (100%) of the annual increase or decrease of the "Consumer Price Index – All Urban Consumers" for the "area: San Francisco-Oakland-San Jose," as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date.

If the approved Consumer Price Index (CPI) is negative resulting in a downward price adjustment, the CPI shall be disregarded and the rate for the extended term shall be determined by the District and First Student.

SECTION 6: ROUTES AND SCHEDULES

- 6.1 **Electronic Routing System:** First Student shall have and use a fully functional electronic routing system to route buses and students. This electronic routing system must be made accessible to the District at any time upon request.
- 6.2 **First Student Responsible for Routing:** First Student shall establish all routes, schedules, and bus stops for students, in compliance with all schedules and other requirements of the Agreement. Up-to-date route sheets and information, retained in the aforementioned electronic routing system, that include, at a minimum, full driver names, full student names, bus/vehicle numbers, route names/numbers, and pick up and drop off sites and addresses, shall be available to the District at any time upon request. First Student shall (1) furnish the District a complete route map prior to the start of each school year and (2) shall calculate the approximate time of pick up and drop off for each stop and shall provide the District a list of such times. First Student's route sheets and information must also be made available to the District in hard copy format within two (2) business days of the District's request.
- 6.3 **Timely Delivery of Students:** Students are to be transported directly to their schools from their places of residence (or pre-designated boarding point, if different). Pupils are to be delivered to school not more than fifteen (15) minutes, nor less than five (5) minutes, prior to class starting time, nor are they to be kept waiting more than ten (10) minutes after dismissal time. The driver and vehicle shall wait a minimum of ten (10) minutes after arrival at school to pick up students before departing for the next destination.
- 6.4 **Maximum Trip Length:** The travel time a child is en route on any trip shall not exceed sixty (60) minutes one way except for (a) delays caused by conditions beyond First Student's control, as determined by the District or (b) medical and/or behavioral needs of a student that necessitate less travel time, as documented in

the student's IEP. Trips anticipated to exceed this time limit must be approved in advance in writing by the District.

- 6.5 Exigent Circumstances and Staying on Schedule: Recognizing that exigent circumstances arise where a driver must leave a student at a pick up or drop off location (e.g., when a student refuses to enter the vehicle) in order to adhere to the driver's scheduled route and to not prejudice other students, the driver shall immediately communicate to First Student the circumstances that required the driver to depart without a student; First Student shall then immediately telephone and email the District's designated personnel regarding the matter; and First Student shall also immediately telephone the student's parent/guardian regarding the matter. First Student shall, within three (3) business days of a driver departing without a student, provide the District with a written report regarding the circumstances giving rise to that particular matter.
- 6.6 Notice to District Regarding Route Changes: First Student must inform the District in writing, within five (5) business days, of any changes to established routes. This includes, but is not limited to, informing the District of any instances where First Student determines that a student is not in need of transportation services on one or more routes.
- 6.7 Implementing District-Initiated Changes: First Student shall implement the District's addition, suspension or deletion of transportation service(s) for a student within five (5) business days of the District's transmittal of the route change to First Student. In the event the District changes routes or schedules once service has begun or been published, the District will assist (but not supplement) First Student in republication of changes or other notification to those patrons whose service has been changed.
- 6.8 Safety Concerns Regarding Routes: First Student shall consult with the District as to stops or portions of routes that First Student considers to be a safety concern due to traffic patterns or configurations. In the event any stop or portion of a route remains unchanged by the District after such discussions, and First Student believes such stop or route presents an unacceptable safety risk to First Student's property or students, First Student may reject the stop or route portion and provide the District with alternative designations by written notice.
- 6.9 First Student's Beginning of Year Notice to Parents/Guardians: No later than one (1) week before the beginning of a school year, First Student shall notify (by telephone and written confirmation) the parent(s) or guardian(s) of each student of the time and location of pick-up and drop-off for the beginning of the school year, allowing no more than a ten (10) minute window for pick-up and drop-off.
- 6.10 First Student's Notice to Parents/Guardians Regarding Change in Transportation: First Student shall notify (by telephone and written confirmation) the parent(s) or guardian(s) of a student no later than five business days before any alteration of

transportation services for said student, including but not limited to drop off or pick up time(s) or location(s) for that student.

- 8.11 District's Right to Audit Routes and Approval of Additional Bus Services: The District shall have the right to audit (for performance, mileage and routing) any or all routes and may require changes in routing and scheduling if, in its opinion, such changes would result in increased bus and seat utilization or better service to pupils or schools. In addition, the written approval of the District is required for the addition of any buses to the Agreement or to any bus modification, which will result in any increase in overall charges to the District.
- 8.12 Limitation of Passengers: First Student/drivers will not transport any person, except a student enrolled within the District's jurisdiction, or an employee of the District or First Student, without first obtaining the District's permission. Further, the District has the sole authority and right to place an aide/assistant with a student when deemed necessary, including on First Student's bus/vehicle.
- 8.13 District's Right to Provide Routing/Scheduling: The District, may, at its sole discretion, elect to provide all, or part, of the routing and scheduling services required under the Agreement.

SECTION 7: RECORDS AND REPORTS: SHARING OF INFORMATION

- 7.1 Accident/Incident Reports: All accidents or incidents involving First Student's equipment, personnel, or students being transported while operating for the District, as well as all incidents involving a traffic violation or accident reportable by law, shall be reported in writing to the District within five (5) working days. Where an accident is involved, a preliminary oral report shall be made to District within thirty (30) minutes following the accident, and shall include whether any fatalities or injuries occurred and a general description of property damage. The parents/guardians and school of attendance, as well as any student affected, shall be notified by First Student as soon as possible and the whereabouts of the student disclosed. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to the District. A legible copy of both the responding police agency and First Student's accident investigator's final report shall be submitted to the District within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first. Finally, First Student's internal communication problems shall not relieve First Student of its obligation to provide sufficient information and advance notification to the District, law enforcement or any other person/entity regarding an accident/incident as may be required by the California Highway Patrol's *Passenger Transportation Safety Handbook*. (Attached hereto as Exhibit B for ease of reference is the contact information for the District's various relevant departments/personnel.)

- 7.2 Operational Records: First Student shall provide within ten (10) business days, as the District deems necessary and requests, any and all operational reports and records pertaining to students, routes, mileage audits, and other information having to do with daily operations. In reviewing First Student's records, the District shall protect the confidentiality of First Student's proprietary or confidential information, provided any such records are clearly marked as "Confidential/Do Not Disclose."
- 7.3 Reporting of Complaints: First Student shall keep complete and accurate records of all written and oral complaints received regarding First Student's services for the District from all sources including, but not limited to: District employees or agents, parents/guardians, students, school-related service providers, private schools, state or federal agencies and other school districts. First Student shall provide to the District a written monthly report listing said complaints and actions taken by First Student, if any, to resolve each complaint.
- 7.4 Provision of Information to District in Support of Reimbursement Efforts: First Student shall supply the District with all necessary information within First Student's control so that the District may apply to the California Department of Education or any other state or federal agency for reimbursement for pupil transportation. First Student further agrees to submit to the District:
- A monthly written report not later than the 15th of the following month showing the total number of miles each vehicle traveled and the number of students transported on each vehicle for each day on which students were transported,
 - An annual written report no later than July 30 showing the average daily number of students transported and the average distance pupils were transported.
- However, First Student is not responsible for filing on behalf of the District any state or federal regulatory reports concerning ridership or reimbursement.
- 7.5 Maintenance Reports: First Student shall maintain vehicle inspection reports for three years and shall make said reports available to the District for review within five (5) business days of the District's request.
- 7.8 Customer Survey: First Student shall include the District in First Student's annual customer satisfaction surveys conducted by an independent, professional research company. Said survey shall be timely communicated to (1) the District's Director/Associate Superintendent of Programs for Exceptional Children and (2) the District's designated liaison identified by the District pursuant to Section 13.3 of this Agreement.
- 7.7 Sharing of Student Information with First Student: The District will provide First Student with IEP Behavior Plan and other educational information as necessary for performance under the Agreement. First Student agrees that it will use IEP

Behavior Plan and other educational information only for this purpose and acknowledges that it is prohibited by law from sharing this information. First Student further understands and agrees that pursuant to this Agreement it provides a service to the District that the District would otherwise provide itself, and therefore First Student has legitimate educational interests in any student information which it receives, uses, maintains or to which it has access.

- 7.8 First Student to Comply with FERPA, Etc.: First Student and its agents, personnel, employees, and/or subcontractors shall maintain the confidentiality of all information received in the course of performing the services pursuant to the Agreement. First Student and its agents, personnel, employees, and/or subcontractors shall maintain records in accordance with all applicable federal and state laws and regulations and agree that records relating to individual pupils provided by District are subject to the Family Educational Rights and Privacy Act ("FERPA"). Such records shall be confidential to the extent required by FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060, et seq.; and other state and federal law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. First Student and its agents, personnel, employees, and/or subcontractors will be permitted access to student data only where permissible under state and federal law.

SECTION 8: DEFENSE AND INDEMNIFICATION

- 8.1 Duty to Defend and Indemnify: Except to the extent arising from or caused by the negligence or willful misconduct of District, its governing board, State Trustee, officers, agents, and employees, First Student agrees to hold harmless, defend, and indemnify the District and its governing board, State Trustee, officers, agents, and employees from and against any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement and/or arising or alleged to have arisen directly or indirectly out of any negligent or willful acts or omissions of First Student. Except to the extent arising from or caused by the negligence or willful misconduct of District, its governing board, State Trustee, officers, agents, and employees, First Student also agrees to hold harmless, defend, and indemnify the District and its elective board, State Trustee, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to First Student in connection with the performance of this Agreement and/or arising or alleged to have arisen directly or indirectly out of any negligent or willful acts or omissions of First Student. First Student's hold harmless, defense and indemnity obligations under this Agreement shall not be limited by the insurance requirements set forth in this Agreement.
- 8.2 Survival of Section: This Section (Defense and Indemnification) shall survive the termination or expiration of this Agreement.

SECTION 9: INSURANCE

- 9.1 Workers' Compensation Insurance: First Student shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. Employers' Liability Insurance shall not be less than Five Million Dollars (\$5,000,000) per accident or disease.
- 9.2 Liability Insurance and District as Additional Insured: First Student shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, Commercial General Liability Insurance, including automobile coverage for bodily injury and damage to property for all owned, hired and non-owned autos, as well as uninsured/underinsured motorist coverage and medical payments coverage, with limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. First Student shall also maintain Abuse and Molestation Insurance coverage, with a minimum limit of Two-Hundred Fifty Thousand Dollars (\$250,000). The coverage shall be primary as to the District and shall name the District as an additional insured. Endorsement of the District as an additional insured for claims arising under this Agreement shall not affect District's rights to any claim, demand, suit or judgment made, brought or recovered against First Student. The policy shall protect First Student and the District in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured.
- 9.3 Provision of Certificate of Insurance: First Student agrees to provide the District with a certificate of insurance evidencing the foregoing coverage and designating the District as an additional insured for claims arising under this Agreement as its interest may appear for both the General and Automobile Liability programs, and reference to the hold harmless and indemnification provisions in this Agreement, such certificate to be provided the District by July 1st of each contract year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to First Student and the District. Insurer shall maintain a minimum A.M. Best's & Company rating of A or First Student shall obtain insurance from a company mutually agreed upon between First Student and the District. First Student shall provide the District with a certificate of insurance as evidence of having the workers' compensation coverage required by this Agreement.

SECTION 10: FORCE MAJEURE

- 10.1 Excused Performance Because of Force Majeure: First Student shall be excused from performance under this Agreement during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism; epidemic, quarantine; strike, lockout, labor dispute, oil or fuel shortage, freight embargo; rationing or unavailability of equipment, materials, products, plants or facilities; commandeering of equipment, materials, products, plants, or facilities by the Government; or any other occurrence which is beyond the control of First Student, when satisfactory evidence thereof is presented to the District.

SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever (a) school is canceled or delayed, (b) the school day is scheduled for other than regular start or end times, or (c) school is dismissed early for any reason, the District shall notify First Student not later than 8:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of school. If the District does not notify First Student by 8:00 a.m. that day, the District shall pay First Student half the daily rate per student actually affected for that day.
- 11.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, First Student and the District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.

SECTION 12: SAFETY PROGRAM

- 12.1 First Student shall be responsible for implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program for the transportation of District students pursuant to this Agreement. First Student shall provide the District a copy of the safety program plan on or before August 1 of each Contract Year.
- 12.2 First Student's employees shall not be required to perform any medical functions for passengers. However, First Student and its employees shall comply with all requirements of a pupil's IEP that relates to the transportation of that pupil.

SECTION 13: FIRST STUDENT AND DISTRICT MANAGEMENT PERSONNEL

- 13.1 First Student Managers, Supervisors and Point(s) of Contact: First Student shall employ and maintain staff as required for effective management and supervision of the special education transportation services provided to the District. In addition to such other personnel as may be required to administer the agreement

for student transportation, First Student shall designate a liaison and crisis management contact person for emergency contact with the District. By July 1st of each calendar year, and any time a liaison and crisis management contact changes, First Student shall inform the District of the name(s), contact telephone number(s), email address(es), and address(es) of such management personnel.

- 13.2 District Involvement Regarding Hiring/Assignment of Location Manager: First Student shall include the District's liaison (or the liaison's designee) identified pursuant to Section 13.3 of this Agreement on the selection committee for the hiring and assignment of the Location Manager responsible for supervising First Student's Oakland, California site for First Student's operations under this Agreement. However, the decision to hire or assign a person as Location Manager shall rest solely within First Student's discretion, with the District's liaison serving in only an advisory capacity.
- 13.3 District Designated Liaison and Crisis Management Contact: The District shall designate a liaison and crisis management contact person for emergency contact with First Student. By July 1st of each calendar year, and any time a liaison and crisis management contact changes, the District shall inform First Student of the name(s), contact telephone number(s), email address(es), and address(es) of such management personnel.

SECTION 14: OPERATIONS PERSONNEL AND DRIVERS

- 14.1 Administrative and Support Staff: First Student shall maintain a facility located in Oakland, California that shall be staffed as required to administer and support the transportation of students, including the availability of personnel to receive and place telephone calls and monitor the radio equipment during the hours that students are being transported each school day. First Student shall maintain a private telephone number solely dedicated to District-related business, at no cost to the District.
- 14.2 Pre-Employment Screening: First Student shall develop and implement a pre-employment screening program for all candidates for employment, including drivers, that will provide the District services. The screening program shall be designed to assist First Student in determining a candidate's suitability for assignment to District-related services.
- 14.3 Provision of Personnel: First Student shall employ a sufficient number of qualified drivers and support personnel to assure the District of continuous, reliable, safe and on-time service.
- 14.4 Licenses: All drivers employed by First Student to provide the District service must have, from the California Department of Motor Vehicles ("DMV"), a valid and current California Commercial Class B Driver's License; a school bus "S" endorsement; and a valid and current "School Bus Driver Certificate," and each

driver must meet the minimum California legal licensure requirements to operate any vehicle used by First Student to transport District students. First Student shall maintain a list of each driver's name, California Driver's License numbers and DMV summary report (also known as a DMV "employer pull notice"), which list shall be made available to the District upon two (2) days request.

- 14.5 Prohibition: First Student shall not use drivers to provide the District services who have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who have had a DUI, DWI, or any controlled substance-related violation.
- 14.6 Fingerprinting of Employees and Agents: The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to First Student's services under this Agreement and First Student certifies its compliance with these provisions as follows: "First Student certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all First Student employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, or acting as independent contractors of First Student, who may have contact with OUSD pupils in the course of providing services under to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section. First Student shall be liable for the payment of all driver criminal record checks prior to transporting students, with such verification placed in the driver's file.
- 14.7 Health Requirements: Each driver employed by First Student to provide services to the District shall be in good health. Each driver shall have a skin test or chest x-ray indicating the driver is free from Tuberculosis prior to driving for the District, which test or examination shall then take place every two (2) years thereafter. Random testing of drugs and alcohol may be required by the District. Any driver failing to be tested or found to have a "positive" drug test result shall be immediately removed from service to the District. First Student shall establish and maintain a record keeping system to assure that each driver meets these requirements. These records shall be available for review by the District within two (2) business days upon request.
- 14.8 Smoking Prohibition: Drivers shall abstain from using tobacco or marijuana products while students are present in the vehicle or on school grounds. Drivers, as well as their vehicles, must not smell of smoke or any other offensive odor.
- 14.9 Moral Character: First Student recognizes that, for the protection of students, drivers, other contractors, and the District, First Student's employees who have contact with the students and their families must be responsible and fit for the job. First Student shall ensure that all of its personnel meet these qualifications.

First Student will not allow any person to drive (a) whose conduct might in any way expose a child to any impropriety of word or conduct; (b) who First Student knows or has reason to know is not in a condition of mental or emotional stability; or (c) who is under the influence of drugs or alcohol, including prescription and non-prescription drugs that impair the safe operation of the vehicle.

- 14.10 Lift Operation Requirements: Drivers who are required to lift students in and out of vehicles shall have special training, including refresher in-service training, provided by First Student in lifting techniques and treatment of the handicapped children who must be lifted, including appropriate methods of securing wheelchairs within a bus/vehicle. Such personnel shall be physically capable of performing the required lifting. Proof of training will be submitted to the District within two (2) business days upon request.
- 14.11 Time Schedules: All drivers shall be provided and required to have an up-to-date route sheet, area map and a timepiece with them while on duty so that they can maintain established route and time schedules.
- 14.12 Route Assignments: Drivers shall be permanently assigned to the same route, whenever possible and shall have no more than two (2) reassignments during the school year unless a reassignment is determined by the District to be in the District's best interest.
- 14.13 Strict Adherence to Routes: Drivers shall strictly adhere to the driver's specific route and schedule and shall not alter his/her route for any personal reason. He/she is prohibited from stopping along his/her route for any personal reason(s), including but not limited to making a stop at a convenience store, bank, or deli.
- 14.14 Evaluations: Drivers shall be evaluated by First Student at least once each semester for the purpose of observing their driving practices including: safety; mechanical operation; conformance with laws, policies and regulations; adherence to established routes and schedules; handling of students; and other factors inherent in the transportation of special education pupils. Copies of the evaluations shall be maintained by First Student during the term of the driver's employment by First Student, plus one (1) year. All drivers assigned to perform services under the agreement shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of an "at fault" accident, the driver shall be re-evaluated and retrained.
- 14.15 Driver Assignments, Reassignments and Removals: At the District's sole discretion, the District may require the removal or reassignment of any driver under this Agreement; provided however, the request by the District to remove or reassign a driver shall be in writing, state the reasons therefor, and include any supporting documentation. First Student shall comply with such a request within two (2) business days of receipt of the written request. The District shall not require

reassignment or removal of a driver in violation of applicable local, state or federal laws, rules or regulations.

SECTION 15: TRAINING REQUIREMENTS

- 15.1 **Training:** First Student will conduct, on an annual basis and whenever a person is hired as a new driver, driver orientation sessions. The driver orientation shall include, but not be limited to: state and federal safety and operations guidelines and regulations; commercial driver's license requirements and test preparation; drug-free workplace requirements; pre-trip and post-trip equipment and safety inspections; defensive driving; loading and unloading procedures (including wheelchairs); railroad crossing safety procedures; backing maneuvers; emergency procedures; special equipment instruction (including car seat training); evacuation procedures; seasonal weather conditions; student management; disability awareness and sensitivity; dealing with parents/guardians of handicapped students; relationships with school personnel and the general public; student discipline; and other pertinent information.
- 15.2 **District Right to Review:** The District shall have the right to review First Student's course content either during live training sessions and/or through review of written course materials.
- 15.3 **District Presentation:** Prior to the start of a school year, First Student will offer and provide time at one of its driver orientation sessions so that District administrators/representatives may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of District administration. Such orientation will be at a time and place mutually agreed upon by First Student and the District. The District may not distribute written materials to drivers without First Student's approval.

SECTION 16: EQUIPMENT AND SUPPLIES

- 16.1 **Buses Legally Compliant and Maintained:** All school buses supplied by First Student in performance of this Agreement shall meet or exceed the standards established by the applicable state and federal laws and regulations. First Student shall maintain the buses used to provide transportation services under this Agreement in accordance with state and federal laws and regulations, as well as accepted industry maintenance standards.
- 16.2 **Bus Permit and Age:** First Student shall only use Transportation Charter Party ("TCP") and/or municipally permitted vehicles that meet all applicable regulations and laws relating to special education student transportation. First Student shall use only certified school buses, as required by federal and state laws and regulations, which all shall have been newly built in 2014 or later. In addition, First Student's buses used for subsequent service shall have an average age no

older than eight (8) years, and at no time shall the age of any bus used exceed the maximum of ten (10) years on July 1 of each year. First Student shall furnish the District proof that all vehicles utilized for this Agreement are TCP certified by the Public Utilities Commission or have municipal permits applicable to the areas served. This proof shall be furnished prior to beginning operation under the Agreement and at any time during the term of the Agreement upon the District's request.

- 16.3 Bus Accommodations: All buses shall be equipped with air conditioning and individual seat belts or harnesses. All vehicles shall also be equipped with two-way radios; fire extinguishers (as described in California Education Code Section 39838); and first aid and blood borne pathogen kits.
- 16.4 Wheelchair Lifts: All buses transporting students in wheelchairs shall be equipped with hydraulic lifts and wheelchair securement devices that comply with federal and state legal requirements. Lifts purchased in or after 1995 shall have a manual override to provide for operation in the event of failure in the electrical system.
- 16.5 Special/Modified Equipment: If any equipment used by First Student in the performance of this Agreement is required to be installed or modified due to an unforeseen and unanticipated change in the law or applicable rules and/or regulations, such modification or installation shall be made by First Student without notification from the District. First Student and District shall negotiate in good faith concerning price increases applicable to such equipment installation and any associated increase in vehicle maintenance costs.
- 16.6 Radio Equipment: First Student shall equip each vehicle with radios/phones for communication to a base station dispatch terminal before being used pursuant to the contract. A citizens band radio is not allowed. All communication equipment will be maintained in good working condition at all times during the term of the contract.
- 16.7 Student Tracking: First Student shall provide the District electronic-based student tracking through ZPass or an equivalent whereby a computer program records when a student boards and exits a bus and enables First Student and the District to monitor ridership and locate students while in route.
- 16.8 Digital Video Cameras: First Student shall equip each vehicle with at least one fully functioning in-vehicle digital video camera that displays the full interior of the vehicle where students are positioned during transportation. The video camera shall capture and record images, either on the in-vehicle video recording unit or in a remote location, which must be copied/retained by First Student (and reviewable immediately upon demand by the District) for at least 30 days.

- 16.8 Global Positioning System: First Student shall equip each vehicle with a fully functioning global positioning system (GPS) that First Student may use to track and record the vehicle's position at any given time.
- 16.10 Appearance: All vehicles utilized by First Student under this Agreement shall be clean and sanitary, and shall have an excellent exterior and interior appearance during the entire term of the Agreement. In addition, repairs to visible body damage, inside and out, shall be made within thirty (30) days from the date such damage occurs.
- 16.11 Inspection: First Student shall allow the District to inspect all vehicles used in furnishing the services at any time during the term of this Agreement. A copy of each vehicle's yearly TCP or Municipal inspection shall be sent to the District's designee. First Student agrees that if the District has just cause and requests removal of a bus from its fleet, said bus will be removed. The District shall make all such requests in writing to First Student, and First Student shall have a reasonable opportunity to review and respond to concerns advanced by the District. Any such bus that is replaced shall be replaced by First Student with another vehicle of the same size, type and capacity, and in proper condition. Any required special education equipment shall be altered or installed on all such replacement vehicles at First Student's sole expense.
- 16.12 Maintenance Facility: First Student shall establish and maintain, throughout the duration of this Agreement, a maintenance facility/garage adequately equipped and staffed as required to perform preventative maintenance and repairs to vehicles used under This Agreement. The maintenance facility shall be maintained and staffed in Oakland, California.
- 16.13 Electronic Database: First Student shall supply and maintain a computerized database, accessible by the District, that contains all pertinent information for each student served. First Student's electronic database shall be able to seamlessly import files from and export files to the District's Special Education Information System ("SEIS") or any other information system the District uses regarding special education students.
- 16.14 Fuel: First Student shall purchase at its own cost, inclusive of all fuel taxes, all fuel required for the operation of buses under this Agreement.
- 16.15 Locally-Sourced Providers and Supplies; Local Hire: In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local Hire and Local, Small Local and Small Local Resident Business Enterprise Program. First Student is encouraged to hire Oakland residents and purchase services, supplies, parts, fuel, tires and other items from providers and suppliers situated within the City of Oakland whenever it is economically feasible for First Student to do so.

SECTION 17: PUPIL DISCIPLINE AND VANDALISM

- 17.1 Pupil Discipline: Students transported by First Student shall be under the authority of, and responsible directly to, the driver of the vehicle, and the driver shall be held responsible for the safe and orderly conduct of the students at all times while they are in the vehicle. The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest exclusively with the District. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils and then only after radio notice to First Student's terminal and to the pupil's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The District and First Student will, in the event it determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to First Student being required to transport such pupil. Further procedures and regulations for the administration of discipline shall be established cooperatively between the District and First Student.
- 17.2 Parental Notification: If a determination is made that First Student will no longer transport a student, First Student and the District shall immediately notify (by telephone and written confirmation) the parent(s) or guardian(s) of the student.
- 17.3 Vandalism: Damage from vandalism to First Student's equipment or facilities shall be the responsibility of First Student. The District shall give First Student reasonable assistance in obtaining restitution from a third party for damaged equipment or facilities where damage is determined to be caused by District students or personnel. First Student may, with the written concurrence by the District, refuse to provide a pupil with transportation services until vandalism damages caused by such District student or personnel are paid.

SECTION 18: ASSIGNMENT AND SUB-CONTRACTING

- 18.1 No Assignment or Rights in Third Parties: This Agreement shall not be assigned by the parties hereto, without the written consent of the District, which consent shall not be unreasonably withheld or delayed. This Agreement does not create any rights in or inure to the benefit of any third party. Notwithstanding the above, First Student may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.
- 18.2 No Sub-Contracting: First Student shall not enter into any subcontracts for any of the services required by this Agreement without first obtaining the written approval of the District.

SECTION 19: TERMINATION

19.1 Termination of Agreement for Convenience:

Either party may terminate the Agreement *without cause* at any time with one-hundred twenty (120) days written notice to the other party.

19.2 Termination of Agreement for Default:

Subject to full compliance with Section 20.1 below, if either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: on the first business day following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party 15 days' notice of termination. If the non-defaulting party does not provide this 15-day notice of termination, the default notice shall be deemed rescinded.

19.3 Termination of Agreement Based on Funding: The District reserves the absolute right without cause to cancel this Agreement effective at the end of any Contract Year upon the failure of the state legislature to provide adequate funding to allow the District to provide transportation services to students within the District. In the event the District shall elect to terminate this Agreement due to state legislative funding deficiencies, the District shall give written notice to First Student on or before May 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. In the event state funding is restored following a termination of this Agreement under this Section 19.2, First Student shall be entitled to a right of first refusal to provide continuing service to the District under the terms and conditions of this Agreement so long as the Agreement's present term of service, as set forth in Section 1.1 (Agreement Term), has not naturally expired.

SECTION 20: DISPUTE RESOLUTION

20.1 Dispute Resolution: Notwithstanding anything in this Agreement to the contrary, prior to the initiation of any litigation, disputes between the District and First Student regarding this Agreement, including, any alleged violation, misinterpretation, or misapplication of this Agreement and prior to the assessment of liquidated damages as provided in Section 21, shall first be resolved using the dispute resolution process identified in this Section 20.1.

In the event of a dispute, the party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name(s), address(es) and phone number(s) of

designated representatives of the party (the designated representative(s) must be an employee(s) of First Student or the District); (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute the representatives from First Student shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service ("SMCS") to appoint a mediator within ten (10) business days to assist the parties in resolving the dispute. If the SMCS is unable or refuses to provide a mediator the parties shall mutually agree upon a mediator with fifteen (15) days from notice that SMCS will be unable to provide a mediator. The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 calendar days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven (7) business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and First Student.

Neither party may commence a civil action related to the matters submitted to mediation until after the completion of the initial mediation session, or 80 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. If, following the mediation, the dispute remains unresolved, First Student shall proceed with the claims presentation process under Government Code section 800 *et. seq.* as a prerequisite to initiating litigation, if applicable. Either party may file equitable remedies such as injunctive relief while proceeding through mediation in order to preserve the status quo.

SECTION 21: LIQUIDATED DAMAGES

- 21.1 **Assessment of Liquidated Damages:** If First Student fails to provide transportation to students as specified in this Agreement, it shall be liable to the District for all losses and damages therefrom; and because from the nature of the services to be provided under this Agreement, it is and will be impracticable and extremely difficult to ascertain and fix the District's actual damages from any

such failure of performance, it is agreed that First Student will pay as liquidated damages to the District:

- A. One hundred dollars (\$100.00) per First Student-operated vehicle that is dispatched without the proper, functioning equipment (e.g., seat belts, harnesses, air conditioning) and/or functioning two-way radio and/or functioning video camera or GPS.
- B. Two hundred dollars (\$200.00) per student per day who is not routed and transported by the sixth business day of the District's request to First Student for route addition or change.
- C. Two hundred dollars (\$200.00) per student per day not transported.
- D. Two hundred dollars (\$200.00) per bus per day that arrives at school or at a school-related site more than fifteen minutes OR less than five (5) minutes before classes or school-related activities begin.
- E. Two hundred dollars (\$200.00) per bus per day that arrives to pick up a student/students at a school-related site more than ten (10) minutes after classes or school-related activities are dismissed.
- F. Three hundred dollars (\$300.00) per student per day who is (a) en route on a trip in excess of sixty (60) minutes one way or (b) en route on a trip in excess of the time limits set forth in the student's IEP, if applicable.

If the same be not paid, the District may, in addition to its other remedies, deduct the same from any moneys due or to become due First Student under this Agreement. The District has the expressed right to seek and obtain "actual damages" in addition to Liquidated Damages. The provisions of this paragraph do not apply, as defined in Liquidated Damages, when delays are caused by conditions beyond the control of First Student, as described in the Force Majeure section.

Liquidated damages shall not be imposed during the first thirty (30) days of the contract period. Further, liquidated damages shall only be imposed where the service failure results from factors within the control of First Student. District must inform First Student within 30 days of the District's knowledge of a listed violation of its intent to assess liquidated damages for such event and must bill for such liquidated damage within 31 days of so informing First Student.

- 21.2 Survival of Section: This Section (Liquidated Damages) shall survive the termination or expiration of this Agreement.

SECTION 22: BREACH AND REMEDIES

- 22.1 Material Breach: If First Student, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The District, at its sole discretion, may immediately terminate this Agreement and obtain damages from First Student resulting from said breach. Alternatively, the District may purchase such required insurance

coverage, and without further notice to First Student, the District may deduct from sums due to First Student any premium costs advanced by the District for such insurance. These remedies shall be in addition to any other remedies available to the District.

- 22.2 Attorneys' Fees and Costs: in the event a suit or action is instituted in connection with any controversy arising out of or relating to this Agreement, the prevailing party shall be entitled to recover such sum as the court may adjudge reasonable as to attorney's fees and costs, in addition to all legally available damages.

SECTION 23: STATUS OF FIRST STUDENT AND TAXES

23.1 Status of First Student as Contractor: This Agreement is not one of employment. First Student, in the performance of this Agreement, shall be and act as an independent contractor. First Student understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which employees of the District are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. First Student shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to First Student's employees. In the performance of the work contemplated in this Agreement, First Student is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, the District being interested only in the results obtained.

23.2 Taxes: First Student shall be solely responsible for and pay all taxes, levies, duties and assessments of every nature due in connection with any work under this Agreement; shall make any and all payroll deductions required by law; and shall defend, indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

SECTION 24: SEVERABILITY

24.1 Legal Severability: In the event any provision, or portion of any provision, of this Agreement is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this Agreement shall remain valid and enforceable.

SECTION 25: EXTENSION AND MODIFICATION

25.1 Changes to or Extension of the Agreement: This Agreement may be changed, amended or extended by written, mutual consent of the District and First Student. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral

understanding or agreement not incorporated herein shall be binding on the parties hereto.

SECTION 26: NOTICE TO PARTIES

- 26.1 Notices: All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party's designated contact. Notice shall be effective when received if personally served or, if mailed, three days after mailing.

Notices to the District shall be addressed to:

Programs for Exceptional Children for Oakland Unified School District
Attn: Maryanne Conner/Transportation Director
Oakland Unified School District
2650 West Street
Oakland, CA 94608
Fax No. : (510) 874-3717
Email : mary.conner@ousd.k12.ca.us

Notices to First Student shall be addressed to:

First Student
Location Manager
333 Filbert Street
Oakland, CA 94607
Fax No. : [To be provided by First Student upon appointment of Location Manager]
Email : [To be provided by First Student upon appointment of Location Manager]

and to (only until a Location Manager is appointed):

First Student
Brian Rufford, Regional Director
436 Pan Boulevard
Richmond, California 94801
Fax No. : (510) 237-0440
Email : brian.rufford@fistgroup.com

With a copy to :

First Group America
500 Vine Street, Suite 1400
Cincinnati, OH 45202

ATTN: General Counsel
Fax No. : (513) 362-4537
Email : bruce_rasch@firstgroup.com

- 26.2 Address Change: The District or First Student may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 27: ENTIRE AGREEMENT

- 27.1 Entirety of Agreement: This Agreement sets forth the entire agreement between the District and First Student concerning the subject matter hereof. There are no representations, either oral or written, between the District and First Student other than those contained in this Agreement.

SECTION 28: COMPLIANCE WITH LAW, LICENSES AND PERMITS

- 28.1 Legal Compliance: Notwithstanding any contrary provision in this Agreement, First Student shall comply with federal, state and local laws, rules and regulations in providing transportation services pursuant to this Agreement, including but not limited to licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination.
- 28.2 Certification Regarding Debarment, Etc.: The District certifies to the best of its knowledge and belief, that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this Agreement, certifies that First Student does not appear on the Excluded Parties List found at <https://www.sam.gov/portal/public/SAM>.
- 28.3 Licenses and Permits: First Student shall, at its sole expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of this Agreement, and shall give all public notices necessary for the lawful performance of this Agreement.
- 28.4 Anti-Discrimination. It is the policy of the District that there be no discrimination against any person because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the First Student agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the First Student agrees to require like compliance by all its subcontractor(s). First Student shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status,

pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

SECTION 29: PLACE OF CONTRACT AND CONTROLLING LAW

29.1 Controlling Law: This Agreement shall be governed by the laws of the State of California, excluding California's conflict of laws rules. All references in this Agreement to the "state" shall mean the State of California. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of California.

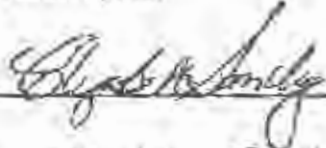
29.2 Venue: First Student and the District agree that the legal venue for any and all litigation relative to the formation, interpretation and performance of this Agreement is vested in Alameda County, California, without resort to conflict of laws.

SECTION 30: AUTHORITY

30.1 Parties Authorized to Enter Agreement: Both parties warrant that they are properly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first hereinabove written.

First Student, Inc.

By: 

Name: Elizabeth Swanson
(Print)

Title: Se Vice President

Date: 5/8/14

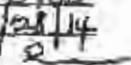
Oakland Unified School District

By: 

Name: David Kakishiba

Title: President, Board of Education

Date: 5/29/14

File ID Number: 14-0930
Introduction Date: 5/28/14
Enactment Number: 14-0905
Enactment Date: 5/28/14
By: 

By: 

Name: Dr. Gary Yee

Title: Superintendent & Board Secretary

Date: 5/29/14

Approved as to Form

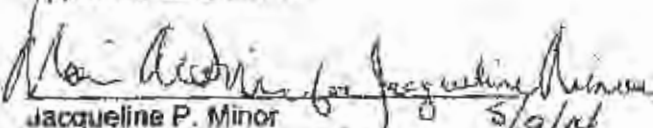

Jacqueline P. Minor
General Counsel
5/9/14

EXHIBIT A

RATE SCHEDULE

1. Home to School Transportation (per IEP) for Regular School Year and Extended School Year Program:

LOCAL – Within Alameda County

Rate per pupil per day (ambulatory): \$23.72

Rate per pupil per day (wheelchair): \$44.62

OUT OF THE AREA – Greater Bay Area outside of Alameda County

Rate per pupil per day (ambulatory)*: \$80.00*

Rate per pupil per day (wheelchair)*: \$85.00*

* Minimum of four (4) students required, otherwise rate will be based upon negotiated actual miles and hours.

2. Field Trip Rate with trip as specified by special request, on equipment in normal use for the above services:

Ambulatory

Cost per hour of service: \$71.50

Wheelchair

Cost per hour of service: \$75.00

EXHIBIT B

DISTRICT DEPARTMENTAL/PERSONNEL CONTACT INFORMATION

Transportation Director
Programs for Exceptional Children
Oakland Unified School District
2850 West Street
Oakland, CA 94608
Telephone Nos. (510) 874-3732 or (510) 874-3705
Fax No. (510) 874-3717
Email: mary.conner@ousd.k12.ca.us

Claims Manager
Oakland Unified School District
Office of the General Counsel
1000 Broadway, Suite 398
Oakland, CA 94607
Telephone No. (510) 879-8535
Fax No. (510) 879-4046
Email: janette.puccetti@ousd.k12.ca.us

Risk Management Officer
Oakland Unified School District
1000 Broadway
Oakland, CA 94607
Telephone No. (510) 380-8111
Email: risk@ousd.k12.ca.us



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Committed Schools. Moving Blue.

**Oakland SELPA
Local Plan**

**13. California Children's Services
Agreement**

INTERAGENCY AGREEMENT

OAKLAND UNIFIED SCHOOL DISTRICT SPECIAL EDUCATION LOCAL PLAN AREA AND ALAMEDA COUNTY CALIFORNIA CHILDREN'S SERVICES

Effective October 2013- DRAFT

PURPOSE

This agreement has been formulated and agreed to by the concerned parties to facilitate application of the provisions of Sections 7570, 7572, 7575 and 7587 of the Government Code (GC) Division 7 of Title 1 and Title 2 Division 9, Chapter 1, Article 5 California Code of Regulations (CCR) Sections 60300, 60310, 60320, 60323, 60325, 60330 and shall become effective upon agreement of all parties.

The local interagency plan can be reviewed and modified as necessary at the request of either party.

LIAISON PERSONS

LOCAL PLAN AREA (LEA):

1. The Liaison person(s) shall be designated by the SELPA Director.
(See Attachment 1)

CALIFORNIA CHILDREN SERVICES (CCS):

1. The Liaison person for the Alameda County CCS shall be designated by the Alameda County Family Health Services Division Deputy Director/ CCS Administrator.

CHILD FIND

LEA:

1. Shall include CCS in the child find system.
2. Shall inform CCS of the appropriate local referral procedures and referral information that needs to be provided for consideration of Special Education for a student.

CCS:

1. Shall include LEA in the child find system.
2. Shall inform LEA of the appropriate local referral procedures and referral information that needs to be provided.

REFERENCES

LEA:

1. The local education agency shall refer to CCS students who have or are suspected of having neuromuscular/musculoskeletal or other physical impairment who may require medically necessary occupational (OT) or physical therapy (PT). Refer to Appendix A, CCS Medical Eligibility for the Medical Therapy Program (MTP).
2. With signed consent, the LEA shall refer potentially CCS MTP eligible students to CCS via the Referral Procedures as specified in Appendix B. (see Appendix B).

CCS:

1. CCS shall refer parents/guardians of an individual who may be eligible for special education who is receiving service from CCS to the LEA if that individual is not enrolled in a school program. Refer to Appendix B (Referral Procedures to LEA).
2. CCS shall accept referrals from LEA of students who have or are suspected of having neuromuscular or musculoskeletal conditions.
3. CCS shall notify the LEA and parents/guardian in writing within 15 days of the receipt of the referral. (CCR Title 2, Division 9, Chapter 1, Article 5, Section 60320)

ELIGIBILITY FOR THE MEDICAL THERAPY PROGRAM

After review of the student's current medical records, the CCS Medical Consultant will determine if the student meets the medical eligibility criteria for the CCS Medical Therapy Program. Please refer to Appendix A.

EXCHANGE OF INFORMATION

LEA:

1. With signed parent/guardian consent LEA will
 - (i) Exchange information with CCS.

CCS:

1. With signed parent/guardian consent, CCS will
 - a) Share information with the LEA, Special Education Services.
 - b) Send current medical therapy unit (MTU) PT/OT reports and MTP plans to the designated special education district representative.
2. CCS Administrative Office will distribute medical records. An original signed and dated consent form must accompany each request for medical records.
3. CCS will notify the parent and LEA within 5 days of the determination of eligibility status.

for the Medical Therapy Program (CCR Title 2, Division 9, Chapter 1, Article 5, Section 60320)

4. In cases of impending termination, change, or significant delay and/or interruption of medical therapy services, CCS will notify the LTA and parent/guardian 10 days prior to effective date of change. Refer to Appendix C (CCS Therapy Change of Services Form & Medical Therapy Conference Appointment Notice), CCR Title 2, Division 9, Chapter 1, Article 5, Section 60310
5. If the parent/guardian does not sign the consent to exchange information, CCS cannot share any information with LEA.

ASSESSMENT

LEA:

1. All assessments will be completed within specified timelines as stated in Education Code (EC) Section 56344 unless the timelines have been waived in writing by the parent/guardian.
2. If CCS determines the student is not "medically eligible" for its services, the Individualized Education Program (IEP) team must nevertheless make its own separate determination of whether the services are needed in order for the student to benefit from his/her program in regular or special education. Based on district assessment results, if occupational or physical therapy services are educationally necessary, the local education agency (LEA) has the responsibility to ensure that services are provided per signed IEP.
3. Individualized Education Program (IEP) meeting shall occur within 60 days from when the district receives signed parent/guardian consent for assessment.

CCS:

1. As per standard practice, all assessments will be completed within 30 days of initial assessment date.
2. CCS shall send a copy of the parent/guardian's signed consent for assessment to the LEA. Refer to Appendix D (Medical Therapy Program Therapy Assessment Plan), CCR Title 2, Division 9, Chapter 1, Article 5, Section 60320.
3. With written parent/guardian consent:
 - a) CCS will complete the assessment/evaluation and determine if the student requires medically necessary therapy. The results of the assessment/evaluation report will be forwarded to the LEA Liaison.
 - b) For a student with a disability who has an eligible medical condition for the CCS Medical Therapy Program and requires medically necessary therapy, CCS will provide a copy of the assessment/evaluation report and the

proposed/approved therapy plan to the parent/guardian and LEA prior to the IEP team meeting when possible.

The proposed therapy plan will be reviewed by the IEP team. Proposed therapy plans approved by the medical therapy conference team will include proposed services, goals, objectives to achieve a measurable change in function, and proposed initiation, frequency and duration of services and will specify a periodic re-evaluation. Refer to Appendix E, CCS Medical Therapy Program (MTP) Plan, CCR Title 2, Division 9, Chapter 1, Article 5, Section 60325

- c) For a student with a disability who has an eligible medical condition, but does not require medically necessary therapy, CCS will forward the results of the evaluation to the LEA.

PROVISION OF SERVICES

LEA:

- 1) The LEA shall give adequate notice (recommended no less than 10 days) of all IEP meetings when participation by CCS staff is requested by LEA.

LEA is responsible for documenting that a student is receiving medically necessary therapy from CCS.

- a) Upon receipt of the OT/PT Reports and Medical Therapy Program (MTP) Plans, the LEA will include these documents in the student's IEP file. Refer to Appendix E (MTP Plan).
- b) For medically necessary therapy only, LEA will document CCS services under the IEP meeting notes page.

- 2) Therapy may be both medically necessary

CCS:

- 1. With signed parent/guardian consent CCS shall:
 - a) Ensure that CCS paneled physicians and therapists plan for and identify the need, level, duration and modification of therapy services for CCS enrolled students. The CCS Medical Therapy Program (MTP) conference team has primary responsibility for review and approval for all prescriptions submitted for implementation by the CCS therapy program, CCR Title 2, Division 9, Chapter 1, Article 5, Section 60323
 - b) Send the PT/OT reports and MTP Plans to the LEA. CCS MTP Plan is to include frequency and duration of services as prescribed by CCS paneled clinic physician. Refer to Appendix F (MTP

(provided by CCS) and educationally necessary (provided by LEA). The IEP team must determine the appropriate therapy services needed to support the student's educational program, as determined by LEA assessments.

Plan):

2. CCS will provide the parents/guardians of a CCS enrolled student with a written MTP Plan of medical therapy unit services every 6 months for students receiving direct (active) treatment or every 12 months for students receiving monitor services only.
3. CCS will not duplicate therapy services of the same discipline for the same medical condition. Medical therapy plans and goals must clearly be differentiated from educational goals.
4. CCS will provide on site consultation services as needed upon request.

IEP PARTICIPATION

LEA:

1. LRA will provide adequate notice to CCS to participate in IEP meeting (recommended 10 calendar days per local practice). CCR Title 2, Division 9, Chapter 1, Article 5, Section 60310
2. If LEA receives documentation from CCS indicating that parent/guardian does not wish for CCS participation in IEP meeting, this document will be kept on file.

CCS:

1. CCS will make a concerted effort to designate a MTU therapist or designee to attend IEP meetings, when requested by LEA.
2. When a MTU therapist is unable to attend an IEP meeting, CCS will make a concerted effort for a CCS designee to be available by teleconference at a designated time, mutually agreed upon by CCS and the LEA.
3. The CCS MTU therapist shall sign the attendance sheet to indicate attendance at IEP team meetings.
4. CCS will request documentation from parent/guardian if they do not wish CCS participation in IEP meeting and will provide this documentation to LRA if parent/guardian has signed consent to exchange information.

TRANSPORTATION

LEA:

1. The LEA shall be responsible for the transportation of an individual with exceptional needs to a MTU or satellite site on days school is in session. The LEA shall be responsible for the student at all times other than when direct service is provided by CCS. (Education Code 56363)
2. Transportation to and from therapy appointment will be provided as necessary and appropriate.
3. The LEA, CCS and transportation providers will work cooperatively to ensure students are adequately supervised during arrival and departure from therapy.

CCS:

1. CCS staff shall discuss, plan and coordinate with the LEA the need for a CCS enrolled student to be transported to an MTU or satellite unit in order to meet the student's medically necessary therapy services. The therapy staff shall be responsible for the student transported by the LEA only during actual scheduled treatment time.
2. Delays in transport may preclude treatment services. CCS shall notify the LEA when transportation is no longer required. Effort will be made to schedule therapy services so that the need for transportation is minimized.
3. The LEA, CCS and transportation providers will work cooperatively to ensure students are adequately supervised during arrival and departure from therapy.

LOCATION AND OPERATION OF MTU AND SATELLITE UNITS

LEA:

1. LEA staff shall discuss, plan and coordinate with CCS when the need for the establishment and/or relocation of an MTU or satellite unit is proposed. Plans shall be mutually agreed upon prior to the establishment or relocation of MTU/satellite units in accordance with State Education Code and Regulations. The LEA shall make the MTU site available on a 12-month basis including required custodial services and necessary maintenance (CCR, Title 2, Division 9, Chapter 1, Article 5, Section 60330).

CCS:

1. CCS staff shall discuss, plan and coordinate with the LEA when the need for the establishment and/or relocation of the MTU or satellite unit is proposed. Plans shall be mutually agreed upon prior to the establishment or relocation of MTU/satellite units in accordance with State Education Code and CCR, Title 2, Division 9, Chapter 1, Article 5, Section 60330.

PROVISION AND MAINTENANCE OF MTU/SATELLITE SPACE & EQUIPMENT

LEA:

1. The LEA shall provide necessary space and equipment for an MTU or satellite unit. The space and equipment of the MTU and satellite site shall be for the exclusive use of the CCS staff when they are on site. Annual budget recommendations from CCS shall be submitted to and reviewed by LEA, and funds allocated in an equitable manner contingent upon district funding.
2. The LEA, with CCS, will jointly establish a plan for utilization of therapy space not in use by CCS staff.

CCS:

1. In accordance with State guidelines, CCS shall present requests for the space, basic therapeutic and office equipment, supplies and furniture required for a medical therapy unit and/or satellite units. CCS shall submit to the LEA an annual budget recommendation for maintenance, additional equipment and supplies by February 1st of the preceding fiscal year.
2. CCS, with LEA, will jointly establish a plan for utilization of therapy space when not in use by CCS staff.

<p>PROVISION OF SERVICES TO STATE SPECIAL SCHOOLS</p>
--

LEA:

1. The LEA shall refer day students attending the State Special Schools to CCS when medically necessary occupational or physical therapy is indicated. If a day student is eligible for CCS services, he/she may be transported to a mutually agreed upon MTU or satellite site.
 - a) LEA will coordinate with CCS to provide transportation to MTU or satellite unit.

CCS:

1. CCS shall be responsible for provision of medically necessary therapy for CCS enrolled students attending State Special Schools.

<p>CONFLICT RESOLUTION</p>

LEA:

1. The local interagency agreements required pursuant to California Code of Regulations (CCR), Title 2, Division 9, Chapter 1, Article 5, section 60310, must specify each agency's responsibilities from referral through the delivery of services to ensure that all timelines are met and no student with a disability who has a need is without services.
2. In cases of dispute by family regarding

CCS:

1. The local interagency agreements required pursuant to California Code of Regulations (CCR), Title 2, Division 9, Chapter 1, Article 5, section 60310, must specify each agency's responsibilities from referral through the delivery of services to ensure that all timelines are met and no student with a disability who has a need is without services.
2. In cases of dispute by family regarding

provisions of educationally based OT and/or PT services, pending resolution of a filed complaint.

a) LEA will continue to provide the OT/PT services as identified in the IEP until a resolution has been reached.

3. Parents of a child with an IEP have the right to request mediation and/or file for a due process hearing with the California Department of Education, Special Education Division, as outlined in the SELPA's Procedural Safeguards (provided at the IEP meeting).

provisions of medically necessary CCS OT and/or PT services, pending resolution of a filed complaint.

a) CCS will continue to provide OT/PT services as identified in the current CCS MFP plan until a resolution has been reached.

3. If parents are in dispute of CCS services, they have a right to file an appeal through the Department of Health Services through the Alameda County CCS Administrative Office per the CCS dispute resolution process.

EARLY INTERVENTION

The agencies acknowledge differences in legal requirements related to the provision of services to infants 0 to 3 years of age. Parties to this Interagency Agreement agree to abide by laws and regulations governing service to infants, birth through age 3.0.

(Pursuant to Part C of IDEA 2004)

STAFF DEVELOPMENT

LEA:

1. Mutually plan and implement with CCS interagency training that facilitates interagency collaboration and service delivery.

CCS:

1. Mutually plan and implement with LEA interagency training that facilitates interagency collaboration and service delivery.

ANNUAL REVIEW

LEA:

1. Annually review local interagency agreement with CCS and modify and revise as needed.

CCS:

1. Annually review local interagency agreement with LEA and modify and revise as needed.

ATTACHMENT I

LIAISON PERSONS

OAKLAND USD/ SELPA:

The Liaison person shall be the SELPA Director or designee.

SELPA Director:

Sharon Falk

1011 Union Street

Oakland, CA 94607

Phone: 510-879-8366

Fax: 510-451-4364

Email: sharon.falk@ousd.org

ALAMEDA COUNTY CCS:

The CCS SELPA liaison person shall be the CCS Assistant Chief/Chief Therapist:

CCS Chief Therapist:

Patricia Louie, OT

1000 Broadway, Suite 500

Oakland, CA 94607

Phone: 510-267-3260

Fax: 510-268-7110

Email: pat.louie@acgov.org

APPENDIX A

Medical Eligibility for Medical Therapy Program

**Department of Health Services
Children's Medical Services Branch
California Children Services (CCS) Program**

Medical Eligibility for the Medical Therapy Program (MTP)

There are two separate groups of children served in the Medical Therapy Program.

- A. Children with diagnosed neuromuscular, musculoskeletal, or muscular diseases are eligible, as follows:
 1. Cerebral palsy, a gross nonprogressive neuromuscular disability of early onset, resulting from a pathological lesion in the brain, manifested by the presence of one or more of the following findings:
 - a. rigidity or spasticity
 - b. hypotonia with normal or increased DTRs and exaggeration of or persistence of primitive reflexes beyond the normal age
 - c. involuntary movements (athetoid, choreoids, or dystonic)
 - d. ataxia (incoordination of voluntary movement; dysdiadochokinesis, intention tremor, reeling, or shaking of trunk and head, staggering or stumbling, and broad based gait)
 2. Other neuromuscular diseases that produce muscle weakness and atrophy, such as poliomyelitis, myasthenias, muscular dystrophies.
 3. Chronic musculoskeletal diseases, deformities or injuries, such as osteogenesis imperfecta, arthrogryposis, rheumatoid arthritis, amputation, and contractures resulting from burns.
- B. Children below three years of age who demonstrate neurological findings that suggest a high probability of a physical disability but who have no obvious or visible diagnosed neuromuscular, musculoskeletal, or muscular disease. These children are eligible when two or more of the following neurological findings are present:
 1. Exaggerations of or persistence of primitive reflexes beyond the normal age (corrected for prematurity).
 2. Increased DTRs (3+ or greater).
 3. Abnormal posturing
 4. Hypotonicity with normal or increased DTRs in infants below one year of age. (Infants above one year must meet criteria described in A.1)
 5. Asymmetry of neurologic motor findings of trunk and/or extremities.

September 2000

APPENDIX B

Referral Procedures to CCS

UCS School Referral Form

Referral Procedures to LEA

REFERRAL PROCEDURE

LEA may refer to CCS with signed parent/guardian consent.

Process:

1. Complete Alameda County CCS school referral form.

2. Refer the information to:

- a. Mail: Alameda County California Children's Services (CCS)
Assistant Chief/Chief Therapist- SFLPA Liaison
1000 Broadway, Suite 500
Oakland, CA 94607
- b. FAX: Attention CCS Assistant Chief/Chief Therapist
(510) 268-7110
- c. Telephone: CCS Chief Therapist
(510) 267-3260

REFERRAL PROCEDURE TO LEA

CCS may refer to LEA with signed parent consent:

Refer to:

• CCS Liaison:

Pam Lellis, PT
Programs for Exceptional Children
Oakland Unified School District
1011 Union Street
Oakland, CA 94607
Phone: 510-879-8565
Fax: 510-451-4363

Send copies of CCS MTP reports, plans and notifications to: same.

APPENDIX C

CCS Therapy Change of Services Form

CCS Medical Therapy Conference Appointment Notice

CALIFORNIA CHILDREN'S SERVICES (CCS) THERAPY CHANGE OF SERVICES FORM

Student _____
Birth Date _____
CCS # _____
MTU _____
School _____
Date _____

This is to notify all concerned parties that there will be a change of service occurring at CCS for the above student.

An increase in occupational/physical therapy treatment frequency, from _____ to _____ effective _____

A decrease in occupational/physical therapy treatment frequency, from _____ to _____ effective _____

A change from active occupational/physical therapy treatment status to monitor services effective _____

Other: _____ effective _____

cc: School District
MTU
Parent/Guardian

CALIFORNIA CHILDREN'S SERVICES (CCS) MEDICAL THERAPY UNIT
CONFERENCE APPOINTMENT

APPENDIX D

Medical Therapy Program Therapy Assessment Plan

**CALIFORNIA CHILDREN'S SERVICES (CCS)
MEDICAL THERAPY PROGRAM (MTP)
THERAPY ASSESSMENT PLAN**

NAME: _____

Birth date: _____

Your child has been referred to the CCS MTP for a physical therapy (PT) and/or occupational therapy (OT) assessment for medically necessary therapy services. All or some of the following tests will be administered to allow the therapists to develop a proposed therapy plan.

- **CLINICAL OBSERVATIONS:** The therapist's observations of the child during the evaluation.
- **ACTIVITIES OF DAILY LIVING:** Functional skills such as mobility, transfers, ambulation, gait, eating, dressing, bathing, grooming, toileting, home skills and use of adaptive equipment.
- **MOBILITY:** Manner in which the child moves about his/her environment.
- **RANGE OF MOTION:** Standardized testing of passive and active joint range.
- **MUSCLE STRENGTH:** Standardized testing of specific muscles or muscle group.
- **SENSORY:** Responses to position in space, object identification, 2-point discrimination and tactile (sharp/dull).
- **FINE/GROSS MOTOR:** Motor maturity through age appropriate responses.
- **REFLEXES:** Postural responses, balance and equilibrium reactions.
- **POSTURAL ALIGNMENT:** Posture as it relates to the skeletal system and functional abilities.
- **ORAL MOTOR:** Examination & function of the oral cavity, oral/facial reflexes and muscles.
- **PERCEPTION:** Standardized testing of child's ability to receive, interpret and use sensory impressions.
- **RESPIRATORY:** Standardized testing of vital capacity.

I give permission for my child to be evaluated in any of the above areas.

Parent/Guardian _____

Signature _____

OT:
PT/A/SELW/
Parent/Guardian

Form RR3 (09/3)

APPENDIX E

Medical Therapy Program Plan

ALAMEDA COUNTY CALIFORNIA CHILDREN SERVICES (CCS) MEDICAL THERAPY PROGRAM (MTP) PLAN¹

Medical Therapy Unit (MTU)

Child: _____ DOB: _____
 Treating Therapist: _____ Date: _____

Attendance: Physical Therapy – good / fair / poor
 Occupational Therapy – good / fair / poor
 Labrments: _____
 Comments: _____

Functional Status:
*(Key: I=Independent, VC=verbal cue, SB=standing assistance, CQ=contact guard, M=minimum assistance, H=moderate assistance, Ad=maximum assistance)
 Dep=dependent, NA=not applicable, WNL=within normal limits*

Mobility: _____ Community Skills: _____ Toileting: _____ Feeding: _____
 Ambulation: _____ Home Skills: _____ Bathing: _____ Dressing: _____
 Transfers: _____ Wheelchair Skills: _____ Other: _____

Treatment Plan:		PT/OT EVALUATION				PT/OT ACTIVE TREATMENT			
		PT/OT MONITOR				PT/OT CONSULTATION			
PT	OT	Gait Training	PT	OT	Functional ADLs	PT	OT	MTU Conference	
PT	OT	Transfer Training	PT	OT	Fine Motor Skills	PT	OT	Community Skills	
PT	OT	Functional Mobility	PT	OT	Oral Motor Skills	PT	OT	Home/School Program	
PT	OT	Power chair Training	PT	OT	Tracing/Sorting	PT	OT	Equipment monitoring	
					(I/F/A/E)				
PT	OT	Balance Training	PT	OT	Therapeutic Exercise	PT	OT	Other: _____	

Functional Goals:

PHYSICAL THERAPY	OCCUPATIONAL THERAPY
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Frequency: _____ Duration: _____
 Change from previous RX: yes/no
 If yes, effective: _____
 Therapist signature: _____
 Therapist name (printed): _____

Physicians: Please review the above and indicate any changes or additions to the information provided and sign below.
 Rehab Potential (please circle one): good / fair / limited
 Precautions: _____ Date: _____
 Physician's Signature: _____ License Number: _____
 Physician's name (printed): _____
 Proposed date of medical (re) evaluation: _____
 Discharge from Medical Therapy Program: _____ Reason: _____

¹Physician's signature and therapist's signature are required in order for CCS MTP services to be provided and to signify an approved therapy plan.

cc: MTU, Parent/Caregiver, IYA/SELPA _____
 MUCad 7/5/2017

APPENDIX F

Signature Page

INTERAGENCY AGREEMENT

OAKLAND UNIFIED SCHOOL DISTRICT
SPECIAL EDUCATION LOCAL PLAN AREA

AND

ALAMEDA COUNTY CALIFORNIA CHILDREN'S SERVICES

Sharon Falk, SELPA Director
Programs for Exceptional Children
Oakland Unified School District

Katie Schlageter, Deputy Director
Alameda County Family Health Services
CCS Administrator

Date:

Date:

INTERAGENCY AGREEMENT

OAKLAND UNIFIED SCHOOL DISTRICT SPECIAL EDUCATION LOCAL PLAN AREA AND ALAMEDA COUNTY CALIFORNIA CHILDREN SERVICES

Effective October 2010 through October 2013

PURPOSE

This agreement has been formulated and agreed to by the concerned parties to facilitate application of the provisions of Sections 7570, 7572, 7575 and 7587 of the Government Code (GC) Division 7 of Title 1 and Title 2 Division 9, Chapter 1, Article 5 California Code of Regulations (CCR) Sections 60300, 60310, 60320, 60323, 60325, 60330 and shall become effective upon agreement of all parties.

The local interagency plan can be reviewed and modified as necessary at the request of either party.

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CCS:

1. Shall include LEA in the child find system.
2. Shall inform LEA of the appropriate local referral procedures and referral information that needs to be provided.

REFERRALS

LEA:

1. The local education agency shall refer to CCS students who have or are suspected of having or other physical impairment who may require medically necessary occupational (OT) or physical therapy (PT). Refer to Appendix A, CCS Medical Eligibility for the Medical Therapy Program (MTP).
2. With signed consent, the LEA shall refer potentially CCS MTP eligible students to CCS via the Referral Procedures as specified in Appendix B. (see Appendix B).

CCS:

1. CCS shall refer parents/guardians of an individual who may be eligible for special education who is receiving service from CCS to the LEA if that individual is not enrolled in a school program. Refer to Appendix B (Referral Procedures to LEA).
2. CCS shall accept referrals from LEA of students who have or are suspected of having neuromuscular or musculoskeletal conditions.
3. CCS shall notify the LEA and parents/guardian in writing within 15 days of the receipt of the referral. (CCR Title 2, Division 9, Chapter 1, Article 5, Section 60320)

ELIGIBILITY FOR THE MEDICAL THERAPY PROGRAM

After review of the student's current medical records, the CCS Medical Consultant will determine if the student meets the medical eligibility criteria for the CCS Medical Therapy Program. Please refer to Appendix A.

EXCHANGE OF INFORMATION

LEA:

1. With signed parent/guardian consent LEA will:
 - a) Exchange information with CCS.

CCS:

1. With signed parent/guardian consent, CCS will:
 - a) Share information with the LEA, Special Education Services.
 - b) Send current medical therapy unit (MTU) PT/OT reports and MTP plans to the designated special education district representative.
2. CCS Administrative Office will distribute medical records. An original signed and dated consent form must accompany each request for medical records.

3. CCS will notify the parent and LEA within 5 days of the determination of eligibility status for the Medical Therapy Program (CCR Title 2, Division 9, Chapter 1, Article 5, Section 60320)
4. In cases of impending termination, change, or significant delay and/or interruption of medical therapy services, CCS will notify the LEA and parent/guardian 10 days prior to effective date of change. Refer to Appendix C (CCS Therapy Change of Services Form & Medical Therapy Conference Appointment Notice). CCR Title 2, Division 9, Chapter 1, Article 5, Section 60310
5. If the parent/guardian does not sign the consent to exchange information, CCS cannot share any information with LEA.

ASSESSMENT

LEA:

1. All assessments will be completed within specified timelines as stated in Education Code (EC) Section 56344 unless the timelines have been waived in writing by the parent/guardian.
2. If CCS determines the student is not "medically eligible" for its services, the Individualized Education Program (IEP) team must nevertheless make its own separate determination of whether the services are needed in order for the student to benefit from his/her program in regular or special education. If the determination of the team, based on the assessment results, is that occupational or physical therapy services are necessary, the local education agency (LEA) has the responsibility to ensure that services are provided.
3. Individualized Education Program (IEP) meeting would occur within 60 days from when the district receives signed parent/guardian consent for assessment.

CCS:

1. All assessments will be completed in a timely manner so that an IEP meeting can occur within 60 days of receipt of signed parent/guardian consent for an assessment as stated in EC Section 56344.
2. CCS shall send a copy of the parent/guardian's signed consent for assessment to the LEA. Refer to Appendix D (Medical Therapy Program Therapy Assessment Plan), CCR Title 2, Division 9, Chapter 1, Article 5, Section 60320.
3. With written parent/guardian consent:
 - a) CCS will complete the assessment/evaluation and determine if the student requires medically necessary therapy. The results of the assessment/evaluation report will be forwarded to the LEA Liaison.
 - b) For a student with a disability who has an eligible medical condition for the

CCS Medical Therapy Program and requires medically necessary therapy. CCS will provide a copy of the assessment/evaluation report and the proposed/approved therapy plan to the parent/guardian and LEA prior to the IEP team meeting.

The proposed therapy plan will be reviewed by the IEP team. Proposed therapy plans approved by the medical therapy conference team will include proposed services, goals, objectives to achieve a measurable change in function, and proposed initiation, frequency and duration of services and will specify a periodic re-evaluation. Refer to Appendix B, CCS Medical Therapy Program (MTP) Plan, CCR Title 2, Division 9, Chapter 1, Article 5, Section 60325

- c) For a student with a disability who has an eligible medical condition, but does not require medically necessary therapy, CCS will forward the results of the evaluation to the LEA.
4. Whenever an assessment has been conducted by qualified medical personnel, the recommendation of the person who conducted the assessment shall be reviewed and discussed with the parent/guardian and with appropriate members of the IEP team prior to the meeting of the Individualized Education Program team as appropriate. When the proposed recommendation of the person has been discussed with the parent/guardian and there is disagreement on the recommendation pertaining to the related service, the parent/guardian shall be notified in writing and may require the person who conducted the assessment to attend the Individualized Education Program team meeting to discuss the recommendation. The person who conducted the assessment shall attend the Individualized Education Program team meeting if requested. Following this discussion and review, the recommendation of the person who conducted the assessment shall be the recommendation of the IEP team

members who are attending on behalf of the LEA. (Government Code 7572)

PROVISION OF SERVICES

LEA:

1. The LEA shall give adequate notice (no less than 10 days) of all IEP meetings when participation by CCS staff is requested.
2. LEA is responsible for documenting that a student is receiving medically necessary therapy from CCS. LEA is responsible for determining if CCS therapy is, in addition, educationally necessary.
 - a) Upon receipt of the OT/PT Reports and Medical Therapy Program (MTP) Plans, the LEA will include these documents in the student's IEP file. Refer to Appendix E (MTP Plan).
 - b) For medically necessary therapy only, LEA will document CCS services under the IEP meeting notes page.
 - c) If the IEP team determines that CCS services are in addition, educationally necessary therapy, LEA will write CCS services on the IEP services page as a related service per MTP Plan as approved by the CCS authorized physician, with frequency & duration.
3. Therapy may be both medically necessary (provided by CCS) and educationally necessary (provided by LEA). The IEP team must determine the appropriate therapy services needed to support the student's educational program, as provided by the LEA.

CCS:

1. With signed parent/guardian consent CCS shall:
 - a) Ensure that CCS panel physicians and therapists plan for and identify the need, level, duration and modification of therapy services for CCS enrolled students. The CCS Medical Therapy Program (MTP) conference team has primary responsibility for review and approval for all prescriptions submitted for implementation by the CCS therapy program. *CCR Title 2, Division 9, Chapter 1, Article 5, Section 60323*
 - b) Send the PT/OT reports and MTP Plans to the LEA. CCS MTP Plan is to include frequency and duration of services as prescribed by CCS paneled clinic physician. Refer to Appendix H (MTP Plan).
2. CCS will provide the parents/guardians of a CCS enrolled student with a written MTP Plan of medical therapy unit services every 6 months for students receiving direct (active) treatment or every 12 months for students receiving monitor services only.
3. CCS will not duplicate therapy services of the same discipline for the same medical condition. Medical therapy plans and goals must clearly be differentiated from educational goals.
4. CCS will provide on site consultation services as needed upon request.

IEP PARTICIPATION

LEA:

1. LEA will provide adequate notice to CCS to participate in IEP meeting (10 calendar days per local practice), CCR Title 2, Division 9, Chapter 1, Article 5, Section 60310
2. An IEP team meeting may be convened in any of the following circumstances:
 - a) CCS determines that a student with disabilities having a medical condition that makes him eligible for the CCS Medical Therapy Program does not need medically necessary occupational and physical therapy.
 - b) CCS plans to terminate, decrease or substantially change services for a student with disabilities.
 - c) There is an annual or triennial review of IEP meeting requested by the parent or others.
3. If LEA receives documentation from CCS indicating that parent/guardian does not wish for CCS participation in IEP meeting, this document will be kept on file.

CCS:

1. CCS will designate a MTU therapist or designee to attend IEP meetings, when requested by LEA.
2. When a MTU therapist is unable to attend an IEP meeting, a CCS designee will be available by teleconference at a designated time, mutually agreed upon by CCS and the LEA.
3. The CCS MTU therapist shall sign the attendance sheet to indicate attendance at IEP team meetings.
4. CCS will request documentation from parent/guardian if they do not wish CCS participation in IEP meeting and will provide this documentation to LEA if parent/guardian has signed consent to exchange information.
5. CCS will notify the LEA in writing under the conditions specified in 2 a-b in IEP Participation. See Appendix C (CCS Therapy Change of Services Form & CCS Medical Therapy Unit Conference Appointment Notice).

TRANSPORTATION

LEA:

1. When identified as a related service, the LEA shall be responsible for the transportation of an individual with exceptional needs to a MTU or satellite site on days school is in session. The LEA shall be responsible for the student at all times other than when direct service is provided by CCS. (Education Code 56363)
2. Transportation to and from therapy appointment will be provided as necessary and appropriate and as specified in the IEP
3. The LEA, CCS and transportation providers

CCS:

1. CCS staff shall discuss, plan and coordinate with the LEA and parent/guardian the need for a CCS enrolled student to be transported to an MTU or satellite unit in order to meet the student's medically necessary therapy services. The therapy staff shall be responsible for the student transported by the LEA only during actual scheduled treatment time.
2. Delays in transport may preclude treatment services. CCS shall notify the LEA when transportation is no longer required. Effort will be made to schedule therapy services so

will work cooperatively to ensure students are adequately supervised during arrival and departure from therapy

that the need for transportation is minimized

3. The LEA, CCS and transportation providers will work cooperatively to ensure students are adequately supervised during arrival and departure from therapy.

LOCATION AND OPERATION OF MTU AND SATELLITE UNITS

LEA:

1. LEA staff shall discuss, plan and coordinate with CCS when the need for the establishment and/or relocation of an MTU or satellite unit is proposed. Plans shall be mutually agreed upon prior to the establishment or relocation of MTU/satellite units in accordance with State Education Code and Regulations. The LEA shall make the MTU site available on a 12-month basis including required custodial services and necessary maintenance (CCR, Title 2, Division 9, Chapter 1, Article 5, Section 60330).

CCS:

1. CCS staff shall discuss, plan and coordinate with the LEA when the need for the establishment and/or relocation of the MTU or satellite unit is proposed. Plans shall be mutually agreed upon prior to the establishment or relocation of MTU/satellite units in accordance with State Education Code and CCR, Title 2, Division 9, Chapter 1, Article 5, Section 60330.

PROVISION AND MAINTENANCE OF MTU/SATELLITE SPACE & EQUIPMENT

LEA:

1. The LEA shall provide necessary space and equipment for an MTU or satellite unit. The space and equipment of the MTU and satellite site shall be for the exclusive use of the CCS staff when they are on site. Annual budget recommendations from CCS shall be submitted to and reviewed by LEA, and funds allocated in an equitable manner contingent upon district funding.
2. The LEA, with CCS, will jointly establish a plan for utilization of therapy space not in use by CCS staff.

CCS:

1. In accordance with State guidelines, CCS shall present requests for the space, basic therapeutic and office equipment, supplies and furniture required for a medical therapy unit and/or satellite units. CCS shall submit to the LEA an annual budget recommendation for maintenance, additional equipment and supplies by February 1st of the preceding fiscal year.
2. CCS, with LEA, will jointly establish a plan for utilization of therapy space when not in use by CCS staff.

PROVISION OF SERVICES TO STATE SPECIAL SCHOOLS

LEA:

1. The LEA shall refer day students attending the State Special Schools to CCS when medically or educationally necessary occupational or physical therapy is indicated. If a day student is eligible for CCS services, he/she will be transported to a mutually agreed upon MTU or satellite site.
 - a) LEA will coordinate with CCS to provide transportation to MTU or satellite unit.
 - b) LEA will coordinate with CCS regarding school calendars.

CCS:

1. CCS shall be responsible for provision of medically necessary therapy for CCS enrolled students attending State Special Schools.

CONFLICT RESOLUTION

LEA:

1. The local interagency agreements required pursuant to California Code of Regulations (CCR), Title 2, Division 9, Chapter 1, Article 5, section 60310, must specify each agency's responsibilities from referral through the delivery of services to ensure that all timelines are met and no student with a disability who has a need is without services.
2. In cases of dispute by family regarding provisions of OT and/or PT services, pending resolution of a filed complaint:
 - a) LEA will continue to provide the OT/PT services as identified in the IEP until a resolution has been reached.
3. Parents of a child with an IEP have the right to request mediation and/or file for a due process hearing with the California Department of Education, Special Education Division, as outlined in the SELPA's Procedural Safeguards (provided at the IEP meeting).

CCS:

1. The local interagency agreements required pursuant to California Code of Regulations (CCR), Title 2, Division 9, Chapter 1, Article 5, section 60310, must specify each agency's responsibilities from referral through the delivery of services to ensure that all timelines are met and no student with a disability who has a need is without services.
2. In cases of dispute by family regarding provisions of OT and/or PT services, pending resolution of a filed complaint:
 - a) CCS will continue to provide OT/PT services as identified in the current CCS MTP plan until a resolution has been reached.
3. If parents are in dispute of CCS services, they have a right to file an appeal through the Department of Health Services through the Alameda County CCS Administrative Office per the CCS dispute resolution process.

KARLY INTERVENTION

The agencies acknowledge differences in legal requirements related to the provision of services to infants 0 to 3 years of age. Parties to this Interagency Agreement agree to abide by laws and regulations governing service to infants, birth through age 3.0.
(Pursuant to Part C of IDEA 2004)

STAFF DEVELOPMENT

LEA:

1. Mutually plan and implement with CCS interagency training that facilitates interagency collaboration and service delivery.

CCS:

1. Mutually plan and implement with LEA interagency training that facilitates interagency collaboration and service delivery.

ANNUAL REVIEW

LEA:

1. Annually review local interagency agreement with CCS and modify and revise as needed.

CCS:

1. Annually review local interagency agreement with LEA and modify and revise as needed.

ATTACHMENT 1

LIAISON PERSONS

OAKLAND USD/ SELPA:

The Liaison person shall be the SELPA Coordinator.

SELPA Coordinator

Katy Babcock

2850 West Street

Oakland, CA 94608

Phone: 510-874-3706

Fax: 510-874-3707

Email: katy_babcock@usd.k12.ca.us

ALAMEDA COUNTY CCS:

The CCS SELPA Liaison person shall be the CCS Assistant Chief Therapist.

CCS Assistant Chief Therapist:

Patricia Louie, OT

1000 Broadway, Suite 500

Oakland, CA 94607

Phone: 510-267-3260

Fax: 510-268-7110

Email: pat.louie@acfw.org

APPENDIX A

Medical Eligibility for Medical Therapy Program

**Department of Health Services
Children's Medical Services Branch
California Children Services (CCS) Program**

Medical Eligibility for the Medical Therapy Program (MTP)

There are two separate groups of children served in the Medical Therapy Program.

- A. Children with diagnosed neuromuscular, musculoskeletal, or muscular diseases are eligible, as follows:
1. Cerebral palsy, a gross nonprogressive neuromuscular disability of early onset, resulting from a pathological lesion in the brain, manifested by the presence of one or more of the following findings:
 - a. rigidity or spasticity
 - b. hypotonia with normal or increased DTRs and exaggeration of or persistence of primitive reflexes beyond the normal age
 - c. involuntary movements (athetoid, choreoids, or dystonic)
 - d. ataxia (incoordination of voluntary movement, dysdiadochokinesis, intention tremor, reeling, or shaking of trunk and head, staggering or stumbling, and broad based gait)
 2. Other neuromuscular diseases that produce muscle weakness and atrophy, such as poliomyelitis, myasthenias, muscular dystrophies.
 3. Chronic musculoskeletal diseases, deformities or injuries, such as osteogenesis imperfecta, arthrogyposis, rheumatoid arthritis, amputation, and contractures resulting from burns.
- B. Children below three years of age who demonstrate neurological findings that suggest a high probability of a physical disability but who have no obvious or visible diagnosed neuromuscular, musculoskeletal, or muscular disease. These children are eligible when two or more of the following neurological findings are present:
1. Exaggerations of or persistence of primitive reflexes beyond the normal age (corrected for prematurity).
 2. Increased DTRs (3+ or greater).
 3. Abnormal posturing.
 4. Hypotonicity with normal or increased DTRs in infants below one year of age. (Infants above one year must meet criteria described in A.1)
 5. Asymmetry of neurologic motor findings of trunk and/or extremities.

September 2000

APPENDIX B

Referral Procedures to CCS

CCS School Referral Form

Referral Procedures to LEA

REFERRAL PROCEDURE

LEA may refer to CCS with signed parent/guardian consent

Process:

1. Complete Alameda County CCS school referral form.

2. Refer the information to:

- a. Mail: Alameda County California Children Services (CCS)
Assistant Chief Therapist- SELPA Liaison
1000 Broadway, Suite 500
Oakland, CA 94607
- b. FAX: Attention CCS Assistant Chief Therapist
(510) 268-7110
- c. Telephone: CCS Assistant Chief Therapist
(510) 267-3260

**ALAMEDA COUNTY HEALTH CARE SERVICE AGENCY
CALIFORNIA CHILDREN SERVICES**

School Referral Form

SUBMIT TO:

PAT LOUIE, OTR

SEI, PA Liaison

CALIFORNIA CHILDREN SERVICES

1000 BROADWAY, SUITE 500

OAKLAND, CA 94607

FAX: (510) 268-7110

PHONE: (510) 267-3260

DATE REFERRED	REFERRED BY	TITLE	PHONE NUMBER	FAX NUMBER
SCHOOL ADDRESS			SCHOOL DISTRICT	
PHYSICIAN'S NAME			PHYSICIAN'S PHONE NUMBER	
NAME OF CHILD	LAST	FIRST	MIDDLE	
AKA	B.D.	MO/DAY/YEAR	SEX	PRIMARY LANGUAGE
NAME OF MOTHER			HOME ADDRESS	
NAME OF FATHER			DAYTIME PHONE	
NAME OF FATHER			HOME ADDRESS	
CARETAKER/LEGAL GUARDIAN OTHER THAN PARENT			DAYTIME PHONE	
CARETAKER/LEGAL GUARDIAN OTHER THAN PARENT			ADDRESS	
DIAGNOSIS				

PARENT SIGNATURE: _____

SERVICE REQUESTED:

OT

PT

REASON FOR REFERRAL:

REFERRAL PROCEDURE TO LEA

CCS may refer to LEA with signed parent consent.

Refer to:

- CCS Liaison:
Programs for Exceptional Children
Oakland Unified School District
2850 West Street
Oakland, CA 94608
Phone: 510-874-3730, 3x
Fax: 510-874-3739

Send copies of CCS MTP reports, plans and notifications to: same.

APPENDIX C

CCS Therapy Change of Services Form

CCS Medical Therapy Conference Appointment Notice

CALIFORNIA CHILDREN SERVICES (CCS) THERAPY CHANGE OF SERVICES FORM

Student _____
Birth Date _____
CCS # _____
MTU _____
School _____
Date _____

This is to notify all concerned parties that there will be a change of service occurring at CCS for the above student.

An increase in occupational/physical therapy treatment frequency, from _____ to _____ effective _____

A decrease in occupational/physical therapy treatment frequency, from _____ to _____ effective _____

A change from active occupational/physical therapy treatment status to monitor services effective _____

Other _____ effective _____

cc: School District
MTU
Parent/Guardian

APPENDIX D

Medical Therapy Program Therapy Assessment Plan

**CALIFORNIA CHILDREN SERVICES (CCS)
MEDICAL THERAPY PROGRAM (MTP)
THERAPY ASSESSMENT PLAN**

NAME: _____ Birth date: _____

Your child has been referred to the CCS MTP for a physical therapy (PT) and/or occupational therapy (OT) assessment for medically necessary therapy services. All or some of the following tests will be administered to allow the therapists to develop a proposed therapy plan.

- **CLINICAL OBSERVATIONS:** The therapist's observations of the child during the evaluation.
- **ACTIVITIES OF DAILY LIVING:** Functional skills such as mobility, transfers, ambulation, gait, eating, dressing, bathing, grooming, toileting, home skills and use of adaptive equipment.
- **MOBILITY:** Manner in which the child moves about his/her environment.
- **RANGE OF MOTION:** Standardized testing of passive and active joint range.
- **MUSCLE STRENGTH:** Standardized testing of specific muscles or muscle group.
- **SENSORY:** Responses to position in space, object identification, 2-point discrimination and tactile (sharp/dull).
- **FINE/GROSS MOTOR:** Motor maturity through age appropriate responses.
- **REFLEXES:** Postural responses, balance and equilibrium reactions.
- **POSTURAL ALIGNMENT:** Posture as it relates to the skeletal system and functional abilities.
- **ORAL MOTOR:** Examination & function of the oral cavity, oral/facial reflexes and muscles.
- **PERCEPTION:** Standardized testing of child's ability to receive, interpret and use sensory impressions.
- **RESPIRATORY:** Standardized testing of vital capacity.

I give permission for my child to be evaluated in any of the above areas.

Parent/Guardian

Date

or _____
(PT)
OT/OTAP
Health Technician

Form RBS (5/03)

APPENDIX E

Medical Therapy Program Plan

**ALAMEDA COUNTY CALIFORNIA CHILDREN SERVICES (CCS)
MEDICAL THERAPY PROGRAM (MTP) PLAN²**

Medical Therapy Unit (MTU)

Child: _____ SSN: _____ DOB: _____

Treating Therapist: _____ Date: _____

Attendance: Physical Therapy - good / fair / poor Comments: _____
Occupational Therapy - good / fair / poor Comments: _____

Functional Status:

(Key: I=Independent, VC=verbal cues, SBA=standby assistance, CG=contact guard, Min=minimum assistance, Med=medicative assistance, Max=maximum assistance, Dep=dependent, N/A=not applicable, WNL=within normal limits)

Mobility: _____ Community Skills: _____ Toileting: _____ Feeding: _____
Ambulation: _____ Home Skills: _____ Bathing: _____ Dressing: _____
Transfers: _____ Wheelchair Skills: _____ Other: _____

Treatment Plan:

		PT/OT EVALUATION				PT/OT ACTIVE TREATMENT			
		PT/OT MONITOR				PT/OT CONSULTATION			
PT	OT	Gait Training	PT	OT	Functional ADLs	PT	OT	MTU Conference	
PT	OT	Transfer Training	PT	OT	Fine Motor Skills	PT	OT	Community Skills	
PT	OT	Functional Mobility	PT	OT	Oral Motor Skills	PT	OT	Home/School Program	
PT	OT	Power chair Training	PT	OT	Bracing/Splinting (L&R)	PT	OT	Equipment monitoring	
PT	OT	Balance Training	PT	OT	Therapeutic Exercise	PT	OT	Other _____	

Functional Goals:

PHYSICAL THERAPY

OCCUPATIONAL THERAPY

Frequency: _____ Duration: _____
Change from previous RX: yes no
If yes, effective: _____
Therapist signature: _____
Therapist name (printed): _____

Frequency: _____ Duration: _____
Change from previous RX: yes no
If yes, effective: _____
Therapist signature: _____
Therapist name (printed): _____

Physicians: Please review the above and indicate any changes or additions to the information provided and sign below.

Rehab Potential (please circle one): good / fair / limited

Precautions: _____

Physician's Signature: _____ Date: _____

Physician's name (printed): _____ License Number: _____

Proposed date of medical (re) evaluation: _____

Discharge from Medical Therapy Program: _____ Reason: _____

² Physician's signature and therapist's signature are required in order for CCS MTP services to be provided and to signify an approved therapy plan.

cc: MTU, Parent/Caregiver, LIA/SELPA
Revised 12/29/2016

APPENDIX F

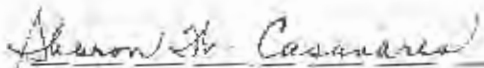
Signature Page

INTERAGENCY AGREEMENT

OAKLAND UNIFIED SCHOOL DISTRICT
SPECIAL EDUCATION LOCAL PLAN AREA

AND

ALAMEDA COUNTY CALIFORNIA CHILDREN SERVICES



Sharon Casanarés, Executive Director
Programs for Exceptional Children
Oakland Unified School District



Katie Schlageter, Deputy Director
Alameda County Family Health Services
CCS Administrator

12/16/11
Date

12/11
Date

CCS DEC 8/11 PM 4:52



MEETING NAME: OUSD-CCS Meeting
LOCATION: 1000 Broadway Suite 308
DATE: 12-8-16
START TIME: 3-4pm

AGENDA /MEETING MINUTES

Desired Outcome(s) of the meeting:

To provide informational updates, have opportunity for discussion and further collaboration

Present: Sharon Falk (OUSD), Pam Lellis (OUSD), Pat Louie (CCS), Irene DeCredico (CCS), June McIntyre (CCS)

AGENDA / MEETING NOTES

Agenda	MEETING NOTES	
Agenda & Start time	Discussion Summary	Decision- Action By & Due Date
3:00-3:45 - Informational Updates & Discussion	Review of 2016 accomplishments: -AAC meeting on 11/30/16 -Pam Lellis @ WO/Chavez staff meeting on 9/15/16; provided list of OUSD CCS clients -CCMTU gate system working -Obtained SELPA orders from 2015-16 -Review Interagency Agreement -WO/Chavez staffing update -SHLPA requests in process -Bussing challenges- wheelchair bus limitations -JEP- late notices - December school holidays - WOMTU (12/22, 12/23, 12/30) -Additional items from participants	
3:45-4pm Summary & Next Steps		



MEETING NAME: OUSD-CCS Meeting

LOCATION: 1000 Broadway, Suite 398

DATE: December 8, 2016

TIME: 3-4pm

MEETING SIGN-IN SHEET

Print Name	Signature	Title	Program	Division
Irene DeCredico		Supervising Therapist	CCS	FHS
Sharon Falk		Executive Officer SELPA	OUSD	OUSD
Pam Lellis		OUSD CCS Liaison	OUSD	OUSD
Pat Louie		Chief Therapist	CCS	FHS
Jana McIntyre		Supervising Therapist	CCS	FHS



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Oakland SELPA
Local Plan

14. Department of Rehabilitation Agreement



State of California
Health and Human Services Agency

Contracts & Procurement Section
P.O. Box 944222
Sacramento, CA 94299-9222
(916) 558-5680 Office
(916) 558-5681 Fax
scooley@dor.ca.gov Email

August 11, 2016

Oakland Unified School District
Leslyn Henry
1000 Broadway, Suite 398
Oakland, CA 94607

Dear Leslyn Henry:

Attached for your records is one fully executed copy of contract 29579, amendment #2 for all fiscal years.

If you have any questions regarding this agreement, please call me at (916) 558-5690.

Sincerely,

Shari Cooley

Shari Cooley
Contract Analyst

Enclosure
cc: Contract Administrator

XFINITY Connect


britelight2@comcast.net

± Font Size -

Oakland USD 29579 amendment 2

From : Shari L@DOR Cooley <Shari.Cooley@dor.ca.gov>

Thu, Aug 11, 2016 08:47 AM

Subject : Oakland USD 29579 amendment 2 2 attachments**To :** britelight2@comcast.net**Cc :** sheilagh andujar <sheilagh.andujar@ousd.org>

Attached is an electronic version of the approved amendment. An original executed copy was mailed to you today. If you have any questions, please contact me.

Thank you,

Shari Cooley, Contract Analyst
Department of Rehabilitation
Contracts and Procurement Section
721 Capitol Mall, 6th Floor
Sacramento, CA 95814
(916) 558-5690
(916) 558-5681 fax
Shari.L.Cooley@dor.ca.gov

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

executed letter 29579.2.doc 45 KB**Executed Contract 29579.2.pdf** 2 MB

Details Reports

File #: 16-2371 Version: 1 Name: Amendment No. 3, Standard Agreement – Subvention Contract – Transition Partnership Program - California Department of Rehabilitation – Programs for Exceptional Children’s Career Transition Department

Type: Agreement or Contract Status: Passed

File created: 10/24/2016 In control: Deputy Superintendent, ASEL

On agenda: 12/14/2016 Final action: 12/14/2016

Enactment date: 12/14/2016 Enactment #: 16-1882

Title: Approval by the Board of Education of Amendment No. 3, Standard Agreement - Subvention Contract - Vocational Rehabilitation Third Party Cooperative/Case Agreement - Transition Partnership Program - between District and California State Department of Rehabilitation, (Agreement Number 29579, Registration Number eP 1417628), accepting term and condition changes for fiscal year(s) 2016/17 and 2017/18 in Exhibit A-Scope of Work; Program Budget; Service Budget; Service Narrative; Certified Budget; and Certified Narrative, incorporated herein by reference as though fully set forth, regarding original grant award of \$1,174,917.00, with enumerated changes effective July 1, 2016, for Special Education Pupils. All other terms and conditions of Agreement remain in full force and effect.

Attachments: 1. 16-2371 - Amendment No. 3, Standard Agreement – Subvention Contract – Transition Partnership Program - California Department of Rehabilitation – Programs for Exceptional Children’s Career Transition Department

Contact: Sondra.Aguilera@ousd.org

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 22 Pages

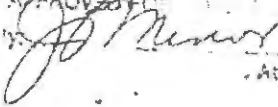
AGREEMENT NUMBER 29579	AMENDMENT NUMBER 2
REGISTRATION NUMBER eP 1417628	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Rehabilitation
 CONTRACTOR'S NAME
Oakland Unified School District
- The term of this Agreement is July 1, 2015 through June 30, 2018
- The maximum amount of this Agreement after this amendment is: \$1,174,917.00
Certified Expenditure \$885,381.00
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

CFDA #84,126A – State Vocational Rehabilitation Services Program

Exhibits B,D,E,F, certified budget and narrative are hereby revised as attached hereto for fiscal years 2015/16, 2016/17 and 2017/18. The amount of this agreement does not change.

This amendment is effective January 1, 2016.

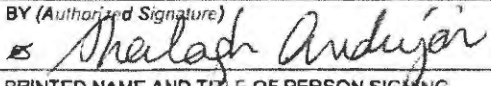
OAKLAND UNIFIED SCHOOL DISTRICT
 Office of the Attorney General
 APPROVED FOR THE DISTRICT

 Attorney at Law

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)
Oakland Unified School District

BY (Authorized Signature)  DATE SIGNED (Do not type) 7/7/16

PRINTED NAME AND TITLE OF PERSON SIGNING
Sheilagh Andujar, Deputy Chief

ADDRESS
1000 Broadway, Suite 398, Oakland, CA 94607

STATE OF CALIFORNIA

AGENCY NAME
Department of Rehabilitation

BY (Authorized Signature)  DATE SIGNED (Do not type) 7/21/16

PRINTED NAME AND TITLE OF PERSON SIGNING
Simone Dumas, Chief, Contracts & Procurement Section


ADDRESS
721 Capitol Mall, 6th Floor, Sacramento, CA 95814

CALIFORNIA
 Department of General Services
 Use Only

APPROVED

AUG - 5 2016

OFFICE OF LEGAL SERVICES
 DEPT. OF GENERAL SERVICES



Exempt per _____

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

B. Submission of Invoice(s)

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number, Registration Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim

through the Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.

6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

C. **Appropriate Expenditures**

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

D. **Invoice Claim Adjustments**

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

E. **Budget Contract Amendments**

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail. (Note: ALL changes must be made in **bold**.)

F. Travel Reimbursements

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
 - Records that identify adequately the source and application of funds for federally sponsored activities.
 - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
 - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2015 - June 30, 2018

Contractor Name and Address		Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds.							
Oakland Unified School District 1000 Broadway, Sixth Floor Oakland, CA 94612									
Item Expenditure	Fiscal Year 2015/16			Fiscal Year 2016/17			Fiscal Year 2017/18		
	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified
PERSONNEL -									
Position Title & Time Base									
Transition Service Teachers - 10 FTE = 30 hrs/wk, 10 mos	\$742,455.00	16%	\$118,792.80	\$742,455.00	16%	\$118,792.80	\$742,455.00	16%	\$118,792.80
English TPP Teachers- 6 FTE= 30 hrs/wk, 10 mos	\$407,449.00	16%	\$65,191.84	\$407,449.00	16%	\$65,191.84	\$407,449.00	16%	\$65,191.84
Community Based Support Coordinators - 2 FTE= 30 hrs/wk, 11 mos	\$154,420.00	40%	\$61,768.00	\$154,420.00	40%	\$61,768.00	\$154,420.00	40%	\$61,768.00
Community Based Support Specialist - 1 FTE = 37.5 hrs/wk, 11 mos	\$63,770.00	10%	\$6,377.00	\$63,770.00	10%	\$6,377.00	\$63,770.00	10%	\$6,377.00
Community Based Transition Assistant - 1 FTE= 30 hrs/wk, 11 mos	\$47,515.00	10%	\$4,751.50	\$47,515.00	10%	\$4,751.50	\$47,515.00	10%	\$4,751.50
Transition Assistant - 2 FTE= 30 hrs/wk, 10 mos	\$65,035.00	9%	\$5,853.15	\$65,035.00	9%	\$5,853.15	\$65,035.00	9%	\$5,853.15
TPP Administrator - 1 FTE= 37.5 hrs/wk, 12 mos	\$144,843.00	7%	\$10,139.01	\$144,843.00	7%	\$10,139.01	\$144,843.00	7%	\$10,139.01
TPP Deputy Chief - 1 FTE = 37.5 hrs/wk, 12 mos	\$174,355.00	4%	\$6,974.20	\$174,355.00	4%	\$6,974.20	\$174,355.00	4%	\$6,974.20
Personnel Subtotal			\$279,847.50			\$279,847.50			\$279,847.50
OPERATING EXPENSES									
Operating Subtotal									
Personnel and Operating Subtotal			\$279,847.50			\$279,847.50			\$279,847.50
Indirect Cost Percentage			5.46%			5.46%			5.46%
Indirect Cost Total			\$15,279.67			\$15,279.67			\$15,279.67
TOTAL EXPENDITURES "CERTIFIED"			\$295,127			\$295,127			\$295,127

OAKLAND UNIFIED SCHOOL DISTRICT

CERTIFIED EXPENDITURE BUDGET NARRATIVE

BENEFITS:

Benefits for each position includes: Medical, Vision, Dental, and Retirement. Benefits to salary percentage range is about 40%.

PERSONNEL:

Former/Current Education Agency Functions

Individualized Education Plan (IEP) Case Manager

- Work with special education students (15-19 years old) in development of IEP goals.

Transition Program Functions (New pattern of service for students/DOR consumers only)

Transition/Career Service Teacher

- Obtains appropriate documentation and evaluation information to assist DOR Counselor in determining eligibility for DOR Services
- Collaborates with Special Education Teacher, General Education or English TPP Teacher **In teaching the PETS Skills Class, at least 1 class period/week with skill-based TPP functional curriculum to 10th, 11th and/or 12th grade students/DOR clients**
- **Provides one-on-one instruction in teaching the PETS Skills with skill-based TPP functional curriculum to 10th, 11th and/or 12th grade students/DOR clients**
- Evaluates and monitors student/DOR client performance and progress in the **Pre-Employment Transition Services Skills Class** and/or Work Experience placement
- Coordinates with TA, LTS and DOR Counselors to identify needs and provide services
- Coordinates and assists in writing IEP/ITP goals and objectives for students/DOR clients as related to TPP services
- **Meets with TST, TA, LTS, Transition staff, and/or DOR Counselors to discuss student/DOR client progress, needs and/or services**

Former/Current Education Agency Functions

Special Education English Teacher

- Provides academic instruction to special day class students
- Record keeping related to student attendance, classroom progress and performance

Transition Program Functions (New pattern of service for students/DOR consumers only)

English TPP Teacher

- Provides **Pre-Employment Transition Services** Skills instruction to special education students through English curriculum
 - Teaches **PETS** Skills, 1 class period/day with the modified skill-based TPP functional curriculum to 10th, 11th and 12th grade students-DOR applicants/clients **at least** 1 day/week
 - Evaluates student/ DOR client performance in **Pre-Employment Transition Services** Skills Class
 - Coordinates and assists in writing IEP/ITP goals and objectives for students/DOR clients as related to TPP services
 - Coordinates with TST, **TPP staff** to identify needs and/or services
 - Meets with TST, TA, LTS, Transition staff, and/or DOR Counselors to discuss student/DOR client progress, needs, and/or services
-

Former/Current Education Agency Functions

Special Education Instructor – Community-Based Program

- Coordinates OUSD young adult special education program for student 18-22 years old
- Record keeping related to students' goals and objectives, abilities, and capabilities

Transition Program Functions (New pattern of service for students/DOR consumers only)

CB Transition Support Coordinator--Community-Based Program

- Provides one-to-one instruction in using individual **Pre-Employment Transition Services** Skills using individualized functional curriculum including **life, socialization, self-advocacy, self-determination, dally living skills, work place readiness training** and experiential activities, to young-adult students/DOR clients
 - Evaluates student/DOR client performance in **PETS** Skills training class/**small group** instruction and/or Work Experience placement
 - Coordinates with TA, LTS, **Employment Specialist** and DOR Counselors to identify needs and provide services
 - Coordinates and assists in writing IEP/ITP goals and objectives for students/DOR clients as related to TPP services
 - Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered staffings
-

Former/Current Education Agency Functions

Job Coach – Community-Based Program

- Assists OUSD young adults' special education for students 18-22 years old with job placement and on-the-job training job training and coaching
- Record keeping related to students job performance

Transition Program Functions (New pattern of service for students/DOR consumers only)

CB Transition Support Specialist—(Job Developer/Job Coach) Community-Based Program

- Develops appropriate job placements for students/DOR clients, and provides job coaching as needed
 - Provides support for students/DOR clients in job-related activities, such as job shadowing, and exploring career requirements for specific jobs
 - Trains students/DOR clients in traveling on public transportation as needed
 - Coordinates with LTS and DOR Counselors to identify needs and develop strategies for providing services
 - Meets with DOR Counselors and/or Transition staff at scheduled student/DOR client-centered meetings, as needed
-

Former/Current Education Agency Functions

Instructional Assistant

- Assists and tutors OUSD special Education students age 16-19 year olds with academic/functional skills curriculum

Transition Program Functions (New pattern of service for students/DOR consumers only)

CB Transition Assistant

- Tutors students/DOR clients in **PETS** career/vocational skills activities
 - Trains students/DOR clients in the use of public transportation
 - Assists LTS and CBTS in recordkeeping and monitoring progress of students/DOR clients
 - Meets with **CBTSS**, LTS, TA, Employment Specialist and/or DOR Counselors when needed
-

Former/Current Education Agency Functions

Instructional Assistant

- Assists and tutors OUSD special Education students age 16-19 year olds with academic/functional skills curriculum

Transition Program Functions (New pattern of service for students/DOR consumers only)

Transition Assistant

- Tutors students/DOR clients in **PETS** career/vocational skills training activities
 - Assists LTS and/or TST in recordkeeping and monitoring students/DOR clients
 - Meets with TST, LTS, TA, Employment Specialist and/or DOR Counselors as needed
-

Former/Current Education Agency Functions

Secondary Education Administrator

- Performs administrative duties Specific to Secondary Education
- Provide support to middle and high School certificated and classified staff

Transition Program Functions (New pattern of service for students/DOR consumers only)

TPP Administrator

- Oversees the TPP program
 - Works with LTS to monitor and review contract goals and outcomes
 - Reviews production reports
 - Meets with LTS monthly **and/or as needed**
 - Works with TPP to achieve contract goals
 - Attends contract meetings, as appropriate
-

Former/Current Education Agency Functions

Deputy Chief of Programs for Exceptional Children

- Oversees all of the programs in the Programs for Exceptional Children's Program
- Oversees all of the PEC staff for all of the program
- Oversees PEC operations and facilities
- Develops PEC budget in alignment with district's vision and goals
- Reports to OUSD Superintendent

Transition Program Functions (New pattern of service for students/DOR consumers only)

TPP Deputy Chief

- **Communicates with TPP Lead Transition Specialist (LTS) regarding the TPP**
 - **Communicates with TPP's Financial Analyst**
 - **Communicates with TPP staff on contract updates regarding community partnerships with families/parent groups and outside community agencies, developing additional community resources for TPP students/DOR consumers to assist them in achieving successful employment outcomes.**
 - **Directs TPP staff regarding the monitoring of the TPP contract, outcomes, and contract budget**
 - **Meets with DOR staff and DOR administration, as appropriate and when needed**
-

INDIRECT:

Indirect/Administrative Overhead (5.46%)

Indirect cost rate of the Education Agency Cooperative Program is the rate calculated and approved by the California Department of Education (CDE).

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of

the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

5. INSURANCE REQUIREMENTS

- A. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

(Agency/Department Name), The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

- B. Automobile Liability (If Applicable) – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:

- **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16**

passengers or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

- **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity of up to 15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

- C. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required.

The workers’ compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

- D. Self-insurance - Contractor shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

6. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. CONFIDENTIALITY

- A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.

- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:
<http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.

- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the five (5) year period, whichever is later.

B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with 2 CFR 200.

9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.

- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

11. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

12. CONTRACT AMENDMENTS

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

13. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. THEFT SENSITIVE ITEMS

DOR is requiring nonexpendable items to be listed and purchased under a separate line item titled "Theft Sensitive Items". The contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones
5. Other items required to provide contract services

15. ATTRIBUTION

The Contractor agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Contractor further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Contractor, when such individual is a DOR consumer.

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at www.ecfr.gov under Title 2-Grants and Agreements.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.
- C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - 1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
 - 2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that

neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. PROHIBITION ON TAX DELINQUENCY

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml,
(Board of Equalization) <http://www.boe.ca.gov/cgi-bin/delinq.cgi>

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
 - 1. Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.
 - 2. Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.

3. Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.
4. Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

6. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this Agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

7. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

For Agreements that include **CERTIFIED EXPENDITURE MATCH:**

- A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit B & G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.
- B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH:**

- A. Each fiscal year Contractor will pay to State, no less than monthly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary."

2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

3. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: <http://www.dor.ca.gov/Public/Grants.html>.

4. DOR'S CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.

- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.
- J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
 - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
 - Verify that Contract staff provide services only to authorized.

Board Office Use: Legislative File Info.	
File ID Number	16-0346
Introduction Date	5/11/16
Enactment Number	16-0683
Enactment Date	5/11/16 OR



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education
From Antwan Wilson, Superintendent
 By: Devin Dillon, Chief Academic Officer
 Vernon Hal, Senior Business Officer

Board Meeting Date _____

Subject Approval of Amendment No. 2 for Standard Agreement – Subvention Contract – California State Department of Rehabilitation – Programs for Exceptional Children’s Career Transition Department

Action Requested Approval by the Board of Education for the Amendment #2 for Standard Agreement – Subvention Contract – Vocational Rehabilitation Third Party Cooperative/Case Agreement – Transition Partnership Program – between District and California State Department of Rehabilitation (grant period July 1, 2015 through June 30, 2018), authorizing the three-year Agreement Professional Services Contract between the District and California State Department of Rehabilitation. The DOR contract’s Service Budget for three-years is \$1,174,917.00. This presently funds 5- 100% FTEs and the program’s operating expenses. The district’s match funding for the three-years is \$885,381.00. Services to be provided to Programs for Exceptional Children’s Career Transition Department participants for the period of 07/01/2015 through 06/30/18.

Background This partnership enriches the services provided to 10th, 11th and 12th grade disabled students’/DOR clients’ ability to gain meaningful employment and/or post-secondary education. The DOR contract’s Service Budget for three-years is \$1,174,917. This budget presently funds 5-100% FTEs and the program’s operating expenses. The district’s match funding for the three-years is \$885,381. for the period of 07/01/15 through 6/30/18.

Discussion Approval by the Board of Education will allow the contract to provide support to students enrolled in the Transition Partnership Project (TPP) program. The DOR has funded this program for 20-years. The total number of students projected to be served each year is approximately 200. The district and DOR have combined their resources to enrich the service provided to disabled students / clients to enable them to alleviate, ameliorate, or compensate for the limitations imposed by their disabilities. By providing services to this population, the students benefit in terms of employability and independent living. Through this joint partnership, the students are able to attain and maintain employment, achieve greater independence, and become contributing members of society.

Recommendation Approval of Amendment #2 for Standard Agreement – Subvention Contract – Vocational Rehabilitation Third Party Cooperative/Case Agreement – Transition Partnership Program – between District and California State Department of Rehabilitation (contract period July 1, 2015 through June 30, 2018), authorizing the three-year Agreement Professional Services Contract between the District and California State Department of Rehabilitation. The DOR contract’s Service Budget for three-years is \$1,174,917. The district’s match funding in the Certified Expenditure Budget for the three-years is \$885,381. Services to be provided to Programs for Exceptional Children’s Career Transition Department participants for the period of 07/01/2015 through 06/30/18.

Fiscal Impact

Funding Resource: NO IMPACT on the district.

Attachments

- Four (4) Original Signed Standard Agreement Amendment
 - Signed Grant Contract Signature Authorization form to be signed by Authorized Person per Board Resolution once Board approval has been attained
 - Board Resolution form to be signed by Board Secretary once Board approval has been attained
-

Oakland Unified School District

Board of Education
1000 Broadway, Suite 680
Oakland, CA 94607-4099
(510) 879-8199 Voice
(510) 879-2299 eFax
(510) 879-2300 eTTY/TDD
boe@ousd.org E-Mail
<http://www.ousd.org>



ACCESSIBILITY OF AGENDA AND AGENDA MATERIALS

Agenda and agenda materials are accessible at <http://www.ousd.org> or from any computer terminal in the Offices of the Board of Education and Superintendent, 1000 Broadway, Suite 680, Oakland, CA 94607-4099

AMERICANS WITH DISABILITIES ACT COMPLIANCE AND LANGUAGE SERVICES

Individuals requiring interpretation or translation services or a reasonable accommodation to participate in meetings should notify the Office of the Board of Education seventy-two (72) hours prior to the meeting at either (510) 879-8199 (VM); or boe@ousd.org (E-Mail); or (510) 879-2300 (eTTY/TDD); or (510) 879-2299 (eFax).

Meeting Agenda Long - Final

Wednesday, May 11, 2016

4:00 PM

➤ The Great Room, LaEscuelita Education Center, 1050 2nd Avenue, Oakland,
CA 94606-2291

Board of Education

President James Harris


Vice President Nina Senn

*Directors: Jody London, Aimee Eng, Jumoke Hinton Hodge, Roseann Torres, Shanthi
Gonzales*

Student Directors: Bianca Ramirez, Darius Aikens

Staff: Antwan Wilson, Superintendent/Secretary

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■  16-0833


Professional Services Contract - NO BULLY - Behavioral Health Initiatives Unit - Community Schools & Student Services Department

Ratification by the Board of Education of a Professional Services Contract between the District and NO BULLY, San Francisco, CA, for the latter to provide two part-time content experts in the NO BULLY System to support 6 schools - Crocker, Franklin, Lafayette, Joaquin Miller, Allendale, Community United, Futures, Horace Mann, International Community, Burckhalter, New Highland, and REACH - to provide bully prevention training to all staff, via the Community Schools and Student Services Department, for the term of September 1, 2015 through June 30, 2016, in an amount not to exceed \$15,000.00.

Resource Code - 0000-922

Funding Source: General Purpose Unrestricted Funds

Attachments: 16-0833 Professional Services Contract - NO BULLY - Behavioral Health Initiatives Unit - Community Schools & Student Services Department

■  16-0846

Amendment No. 2 for Standard Agreement - Subvention Contract - California State Department of Rehabilitation - Programs for Exceptions Children Career Transition Department

Approval by the Board of Education of Amendment No. 2, Standard Agreement - Subvention Contract - Vocational Rehabilitation Third Party Cooperative/Case Agreement - Transition Partnership Program - between District and California State Department of Rehabilitation, accepting term and condition changes in Exhibits B,D,C,F, certified budget and narrative are hereby revised as attached hereto for fiscal years 2015/16, 2016/17 and 2017/18, incorporated herein by reference as though fully set forth, regarding original grant award of \$1,174,917.00, for the period July 1, 2015 through June 30, 2018, for Special Education pupils. All other terms and conditions of Agreement remain in full force and effect.

Resource Code - 3410-975

Funding Source: Special Education

Attachments: 16-0846 Amendment No. 2 to Standard Agreement - Subvention Contract - California State Department of Rehabilitation - Programs for Exceptions Children Career Transition Department

16-0846

Amendment No. 2 for Standard Agreement - Subvention Contract - California State Department of Rehabilitation - Programs for Exceptions Children Career Transition Department

Approval by the Board of Education of Amendment No. 2, Standard Agreement - Subvention Contract - Vocational Rehabilitation Third Party Cooperative/Case Agreement - Transition Partnership Program - between District and California State Department of Rehabilitation, accepting term and condition changes in Exhibits B D E F, cert budget and narrative are hereby revised, as attached hereto for fiscal years 2015/16, 2016/17 and 2017/18, incorporated herein by reference as though fully set forth, regarding original grant award of \$1,174,917.00, for the period July 1, 2015 through June 30, 2018, for Special Education pupils. All other terms and conditions of Agreement remain in full force and effect.

Resource Code - 3410-975

Funding Source: Special Educalton

Attachments: 16-0846 Amendment No. 2 for Standard Agreement - Subvention Contract - California State Department of Rehabilitation - Programs for Exceptions Children Career Transition Department

A motion was made by Vice President Senn, seconded by Director London, to Approve the General Consent Report. The motion carried by the following vote

Aye: 7 - Director Aimee Eng
 Director Jumoke Hodge
 Director Roseann Torres
 Director Shanthi Gonzales
 Director Jody London
 Vice President Nina Senn
 President James Harris

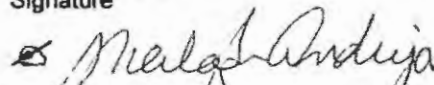



Absent: 2 - Student Director Bianca Ramirez
 Student Director Darius Aikens

Non-voting: 0

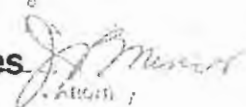
Enactment No: 16-0683

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) OAKLAND UNIFIED SCHOOL DISTRICT Programs for Exceptional Children 1000 Broadway, Suite 398 Oakland, CA 94607
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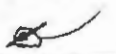
The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print) Sheilagh Andujar	Title (Please Type or Print) Deputy Chief, Programs for Exceptional Children
Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)

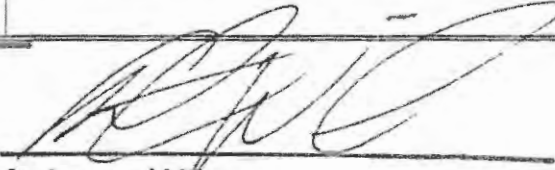
File ID Number: 16-0846
 Introduction Date: 5/10/16
 Enactment Number: 16-0683
 Enactment Date: 5/11/16
 By: ea

OAKLAND UNIFIED SCHOOL DISTRICT
 APPROVE FOR


I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution 	Name (Please Type or Print)	Date Signed
--	-----------------------------	-------------

James Harris
 President, Board of Education


Antwan Wilson
 Secretary, Board of Education



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Oakland SELPA
Local Plan

**15. Coordinated Early Intervention Services
(CEIS) Plan**

**Significant Disproportionality
Coordinated Early Intervening Services Plan Forms
Information for 2016**

Required Forms

The following Significant Disproportionality Coordinated Early Intervening Services (SD-CEIS) reporting forms are required components of the SD-CEIS Plan. The 2016 SD-CEIS period is from July 1, 2016, through September 30, 2018.

- **2016 Significant Disproportionality Coordinated Early Intervening Services Plan Form**
 - **Purpose:** This form collects brief information on the activities completed by the Local Education Agency (LEA) as part of the programmatic improvement process to develop their action plan for implementation of Coordinated Early Intervening Services (CEIS). It includes the completion and submission of a Programmatic Improvement Action Plan. This template provides the necessary components to summarize the measurable outcomes tied to selected root cause(s) and focus area(s) selected by the LEA.

- **2016 Significant Disproportionality Coordinated Early Intervening Services Progress Report Form**
 - **Purpose:** This form summarizes the activities completed and progress on the measurable outcomes selected by the LEA in their Programmatic Improvement Action Plan during the six-month period following the submission of the SD-CEIS Plan Form and the Programmatic Improvement Action Plan.

Submission Process

The LEA submits the completed forms to the State Performance Plan Technical Assistance Project (SPP-TAP). The SPP-TAP Guidance Team will provide written qualitative feedback to the LEA no later than March 1, 2017. The LEA completes any necessary adjustments and submits their final plan documents to the California Department of Education (CDE) as noted in the table below.

Action to Be Completed	Submit to	Due Dates
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LEA submits 2016 SD-CEIS Plan Form and Programmatic Improvement Action Plan	SPP-TAP Guidance Team: jen.deshazer@spptap.org	February 1, 2017
LEA submits final 2016 SD-CEIS Plan Form and Programmatic Improvement Action Plan	CDE: sigdisp@cde.ca.gov	April 1, 2017
LEA submits 2016 SD-CEIS Progress Report	CDE: sigdisp@cde.ca.gov	October 1, 2017

Significant Disproportionality Coordinated Early Intervening Services (SD-CEIS) Plan Form

Oakland Unified School District

10-Disproportionate ED

11-16-2016

Local Education Agency (LEA) Name

Indicator

Date

Service Period: July 1, 2016 through September 30, 2018

<p>Significant Disproportionality Coordinated Early Intervening Services (SD-CEIS) Plan Form Due to SPP-TAP: February 1, 2017</p> <p>Final SD-CEIS Plan Form Due to CDE: April 1, 2017</p>	<p>SD-CEIS Progress Report Due Date to CDE: October 1, 2017</p>
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Describe the Plan Development Activities for SD-CEIS

<p>Phase One: Getting Started</p> <p>Find guidance on this phase at https://spptap.org/phase-1-getting-started/</p>			
<p>1. Convene a Leadership Team and Stakeholder Group</p> <p><i>1a. Leadership Team: List members name and role</i></p>			
<p>Name</p>	<p>Role</p>	<p>LEA/Agency</p>	<p>Email Address</p>
<p>Robert Churchill</p>	<p>Chair</p>	<p>OUSD</p>	<p>robert.churchill@ousd.org</p>
<p>Barbara McClung</p>	<p>General Ed. representative</p>	<p>OUSD</p>	<p>barbara.mcclung@ousd.org</p>
<p>Sharon Falk</p>	<p>Special Ed representative</p>	<p>SELPA-OUSD</p>	<p>sharon.falk@ousd.org</p>
<p>Sondra Aguilera</p>	<p>Superintendent designee</p>	<p>OUSD</p>	<p>sondra.aguilera@ousd.org</p>
<p>Andrea Bustamante</p>	<p>General Ed. representative</p>	<p>OUSD</p>	<p>andrea.bustamante@ousd.org</p>
<p>John Rusk</p>	<p>Special Ed representative</p>	<p>OUSD</p>	<p>John.rusk@ousd.org</p>
<p>Valerie Lopes</p>	<p>Special Ed representative</p>	<p>OUSD</p>	<p>valerie.lopes@ousd.org</p>

Carlos Padilla	Special Ed representative	OUSD	carlos.padilla@ousd.org
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1b. Stakeholder Group: List members name and role

Name	Role	LEA/Agency
Robert Churchill	Chair-BCBA	OUSD
Barbara McClung	Behavioral Health Unit	OUSD
Sharon Falk	Special Ed representative	SELPA-OUSD
Sondra Aguilera	Superintendent designee	OUSD
Andrea Bustamante	General Ed. representative	OUSD
John Rusk	Special Ed representative	OUSD
Christina McClain	Research, Assessment & Data Analyst	OUSD
Rosa Bay	East Bay Community Lawyer	East Bay Community Law Center
Heather Palin	Principal	OUSD
Chris Chatmon	Office of Equity	OUSD
Andrea Bustamante	Community Schools & Student Services	OUSD
Christina Walker	Psychologist	OUSD
Ashley Martin	Principal	OUSD
Patty Ceja	Principal	OUSD
Wandra Boyd	Community Advisory Committee Representative	OUSD
Michael Lawson	Parent	Dr.

Attach list of additional members if needed.

List attached.

2. Contact the State Performance Plan Technical Assistance Project (SPP-TAP) at the Napa County Office of Education (NCOE)

Check the types of technical assistance support or engagement received and anticipated.

- Information via phone
- Attended or plan to attend virtual Community of Practice meetings

- Attended Regional Session
- Attended or plan to attend two-day Leadership Workshop
- Information via SPP-TAP Web site
- Other (describe below):

3. Choose Technical Assistance (TA) facilitator(s)

Name the facilitator(s) and describe the current and anticipated services.

Dr. Edward Fergus-Assistant Professor of Educational Leadership and Policy NYU-Steinhardt

- Dr. Fergus provides technical assistance to OUSD's CEIS Leadership team on identification of Root Causes for disproportionality and recommended action steps to eliminate racial inequities in Special Education. Dr. Fergus provides expert guidance in the identification and implementation of culturally responsive programs and policies designed to address identified root causes of disproportionality.

Dr. Kenneth Hardy, professor at Drexel University.

- Dr. Hardy provides consultation and technical assistance in the design and implementation of our Implicit Bias professional development curriculum for teachers, staff, and district leadership. Dr. Hardy is an internationally recognized clinician, author, and trainer in trauma-Based, culturally competent systems of care for children and youth.

Dr's. Fergus and Hardy will collaborate with the district's Cultural Responsiveness Task Force to ensure that there is broad stakeholder input in the development of OUSDs implicit bias training.

4. Gather relevant data

List the types of data that are used to inform decision-making. Include areas of identified data gaps.

Longitudinal as well as daily progress data on students referred for Tier III behavioral interventions. Referrals for special education assessments for emotional disturbance. Students found eligible for ED. Office discipline referral data, suspension data, expulsion data. These data are reviewed and categorized across gender, grade level, and ethnicity. The selection of data listed here reflect an early warning system for identification of students at greater risk for Emotional Disturbance. Disproportionality in discipline also correlates with higher rates of racial bias and served as an indicator for more targeted training and capacity building for teachers and site leaders to reduce implicit bias. Graduation rates also reflect a significant achievement gap across gender and ethnicity but due to the CEIS focus on prevention, graduation rate does not serve as a flag for early intervention. Tiered Fidelity Index data is also produced twice annually and reviewed in partnership with the National PBIS Technical Assistance center to measure our progress with implementation of MTSS with fidelity.

Phase Two: Data and Root Cause Analysis

Find guidance on this phase at <https://spptap.org/phase-ii-data-and-root-cause-analysis/>

1. Complete a Local Educational Agency (LEA) Initiative Inventory

List current LEA initiatives that align or have some areas of integration with the efforts to address disproportionality.

Restorative Justice, Positive Behavior Intervention and Supports, Social Emotional Learning, African American Male Achievement, African American Girls and Young Women's Achievement, Trauma Informed Practices and Implicit Bias training.

2. Complete a programmatic self-assessment

List programmatic self-assessment tool(s) used and describe process of completion.

To better understand the potential root causes of significant disproportionality in the OUSD, self-assessment activities were completed in 2016 with the assistance of OUSD's Technical Assistance Facilitator, Dr. Edward Fergus. The *New York University-Steinhardt Behavioral Support and Special Education Root Cause Analysis Workbook* was chosen as the assessment tool. This workbook assists school districts to conduct a root cause analysis using a framework that examines disproportionate representation of a specific group in behavioral areas relative to the presence of this group in the overall student population. The workbook was completed and submitted to Dr. Fergus for comments in June of 2016. A subsequent 3-day, Root Cause and Equity Planning meeting was convened on July 27-29, 2016 with key OUSD stakeholders. Dr. Fergus led this work group for the purpose of examining root causes of OUSD disproportionality and to discuss educational policy and practice changes for developing protective environments for our students. OUSD incorporated the results of the self-assessment in the current SD-CEIS Plan.

3. Conduct reflective data analysis

Describe the processes used to collect, analyze and interpret data.

Root cause data was collected throughout May and June of 2016 with the relevant sections of the NYU Steinhardt Behavioral Support and Special Education Root Cause Analysis Workbook completed. Data was also sent to Dr. Fergus for his advice and guidance in completing the workbook. A 3-day Root Cause and Equity Planning meeting was convened on July 27-29. This work group was led by Dr. Edward Fergus from to examine Root Causes of OUSD disproportionality and to discuss educational policy and practice changes for the purpose of developing protective environments for our students. Specifically, this group reviewed suspensions and office discipline referrals across ethnicities, gender and grade level.

The steps of our reflective analysis occurring during this meeting included group discussions on the following topics:

Problem Identification: What is happening at OUSD relative to our over-identified population? What are the cultural implications/results (e.g., over-identification)?

Reflection: How does the OUSD system operate? Are there identifiable gaps and do they exacerbate the risk to this or other populations? What is working and what isn't?

Interpretation: How do our systems recreate the same patterns of racial inequity over time? What specific practices and policies maintain this pattern?

Decisional: Implement multi-tiered Systems framework to replace subjective and punitive disciplinary practices. Provide targeted early intervention to students whose behavior is flagged by early warning indicators, provide cultural competence/implicit bias training to address persistent beliefs that result in inequitable treatment of African American students.

4. Determine root cause(s) based on data

4a. Name the identified root cause(s) of disproportionality.

Some of the salient root causes identified for significant disproportionality in the overrepresentation of African American students found eligible for special education as ED include but are not limited to the following:

District lacks capacity to implement MTSS with fidelity due to the following factors: Lack of dedicated time for professional development in MTSS/PBIS, leadership lacks capacity in implementation of MTSS/PBIS, district has not adopted systemic response to intervention approach to address academics deficiencies, district lacks policies and practices to educate all staff on cultural responsive pedagogy and the elimination of implicit bias, schools maintain alternate data systems for tracking office referrals so that students referrals are not reflected in AERIES, principal and teacher evaluation does not reflect requirements to implement effective classroom or behavior management, participation in behavior support services to high risk students remains optional for classroom teachers, high numbers of uncredentialed teachers lack basic skills in teaching and classroom management, high staff turnover at all levels (Supt, Cabinet, Principals, Teachers) results in lack of capacity to implement MTSS due to lack of knowledge, training, and prioritization of MTSS as a core deliverable in every school and classroom. Absence of effective early intervention systems result in high rates of referral to discipline and SPED due to belief that student behavior requires specialised services outside of the general education classroom.

4b. Describe how data supports each determination.

Review of sign in sheets for MTSS Professional Development indicates that principals are often absent when PBIS teams are training. Upper leadership is also difficult to access and has not received sufficient training in MTSS due to competing priorities. High turnover of leaders and staff result in the need to continuously re-train and re-build PBIS teams. Lack of professional development time with teacher and other school site staff based on contractual requirements results in insufficient uptake of PBIS/MTSS principles and practices across cohort sites. Principal professional development agendas and calendar indicates that little to no training has been provided on academic response to intervention resulting in an absence of consistent Tier II interventions across sites. Coordination of Services team data indicates that up to 50% of referrals are for academic concerns yet there are often no designated staff assigned to provide Tier II academic interventions. Also attempts to provide professional learning in classroom management, trauma informed practices, and implicit bias is met with resistance in part due to training calendars over burdened by other initiatives designed to improve the instructional core. Without placing MTSS at the center, efforts to build capacity must compete with other priorities and fall short of achieving competency.

Finally when attempting to provide Tier III behavioral interventions as a preventative to referral to SPED, it is frequently difficult to obtain teacher participation with implementing behavior support plans. This is likely based on a historical pattern of being able to defer this support to SPED. Correlated with this pattern of referring out to SPED is a mindset that locates the problem in the student and not the environment and a belief that therefore the solution resides in SPED.. Disproportionate disciplinary responses to African American student behavior which unequally exclude them from the general education classroom appear rooted in 1) a lack of systems for differentiated behavior support, 2) lack of training/capacity/agreement about how to manage disruptive behaviors in the classroom, and 3) lack of awareness of the role that implicit racial bias plays in exclusionary discipline and referral practices..

Phase Three: Plan for Improvement

Find guidance on this phase at <https://spptap.org/phase-iii-plan-for-improvement/>

1. Select focus area(s)

List selected area(s) of focus and describe their connection to the identified root cause(s).

Multi-Tiered Systems of Support (MTSS) /Culturally Responsive Positive Behavior Intervention and Support:

The District will continue to focus on implementing a district-wide MTSS focusing on academic and behavioral interventions. In choosing this framework to eliminate significant disproportionality, OUSD has the opportunity to address the universal needs of all students with a particular focus on African American students in general education settings. The provision of effective intervention supports for students in general education increases the capacity of teachers and other school staff and leadership to address behavioral problems through effective first instruction. MTSS was adopted to address the academic and behavioral needs of students by creating systems of identification and support aligned with targeted universalism. The goal being that all students receive the individualized instruction and services needed to succeed. This is associated with the elimination of a fail-first approach to student support which has resulted in an over referral of African American students to SPED. MTSS and PBIS reflect a response to intervention process which targets pre-referral interventions within the least restrictive environment, and offers intensive behavioral support prior to referral to special education programs and services. The PBIS initiative is a multi-year process focused on creating the conditions for learning needed to ensure that all students can access the curriculum by creating equitable school-wide behavioral expectations and systems to teach and reinforce desired behaviors. PBIS places a heavy emphasis on Tier 1 universal supports because research confirms that fewer students are referred for special education when their academic, behavioral and social-emotional needs are effectively addressed within the general education classroom. Site-based PBIS teams are receiving intensive coaching and training to ensure that MTSS/PBIS is implemented with a culturally responsive lens and engage in an ongoing process of reflection and data analysis to measure fidelity. The overarching goal of MTSS/PBIS is to ensure that teachers differentiate academic and behavioral supports to meet the needs of a diverse student body. By applying an equity lens to outcome data teams are able to target and correct areas of inequity and bias in both discipline, achievement, and referral for SPED.

2. Develop Programmatic Improvement Action Plan

2a. Attach completed Programmatic Improvement Action Plan.

Programmatic Improvement Plan attached.

2b. Describe how the budget allocation aligns with the Programmatic Improvement Action Plan.

Item(s)	Budget Allocation	Alignment	Item(s)	Budget Allocation	Alignment
PBIS Coaches (5)	19.0%	Provide coordination and guidance to site-based PBIS teams to maximize the site's capacity to practice PBIS. Assist the sites to measure outcomes for data-based decision making	Data Analyst (1)	6.6%	Manage CEIS data collection and reporting
Behavior Specialists (5)	26.0%	Provide support to OUSD networks with intensive, student-specific interventions. Coach site-based teams to maximize capacity of schools to provide intensive interventions	Teacher Stipends	6.7%	Stipends provided for each cohort site for funding PBIS team participation (i.e., teachers participating in weekly meetings for the maintenance of school-wide PBIS)
Program Managers (2)	16.0%	Manage Coordinated Early Intervention services plan and manage overall implementation of MTSS for OUSD networks	Site PBIS Materials	.85%	Budgetary allowance for supplies related to PBIS activities at each cohort site
CEIS Manager	8.1%	Coordinate with state/SPP-TAP, manage tier 3 PBIS team, lead leadership team and stakeholder meetings-submit progress reports	PBIS Technical Assistance and PD	1.4%	Quarterly training for school PBIS teams and coaches provided by Northwest PBIS Network. Training establishes best-practices for all levels of PBIS implementation
Classroom Support Specialists (5)	14.4%	Provide time-limited, student-specific services. Coach and model behavior interventions. Systematically transfer plan management to site-based partners	Substitutes	.57%	Budgetary allowance for providing coverage for teachers who are attending professional development opportunities related to PBIS

Phase Four: Implementing, Evaluating and Sustaining

Find guidance on this phase at <https://spptap.org/phase-iv-implementing-evaluating-and-sustaining/>

1. Implement Programmatic Improvement Action Plan

List staff responsible for oversight of CEIS activities (including submission of Progress Report and Quarterly Expenditure Reporting Forms).

Name	Role	LEA/Agency	Email Address
Barbara McClung	Director-create/manage budget. Recruit and retain talent	OUSD	barbara.mcclung@ousd.org
Robert Churchill	Program Manager-coordinate with state/SPP-TAP, manage tier 3 PBIS team, lead leadership team and stakeholder meetings-submit progress reports	OUSD	robert.churchill@ousd.org
Joy Meng, Aaron Gray, Angela Alfaqih	Instructional Support Specialists. Provide classroom support to students and teachers with Tier III needs	OUSD	joy.chao-yimeng@ousd.org, aaron.gray@ousd.org, angela.alfaqih@ousd.org
Aleja Rambonga, Christina Gillen, Joyce Hum	Network PBIS Coaches-guide site-based network teams in Tier 1 & 2 PBIS practices	OUSD	aleja.rambonga@ousd.org, christina.gillen@ousd.org, joyce.hum@ousd.org
Kasey Clifton, Tacorra McCullough, Kasey Kaufman, Britnee Abbott	Network Tier 3 intensive behavior services consultants	OUSD	kasey.clifton@ousd.org, tacorra.mccullough@ousd.org, kasey.kaufman@ousd.org, britnee.abbott@ousd.org
Julia Sitko, Kathleen Bennett	Network Behavior Health Program - Elementary Networks manage Tier II and Tier III behavioral health services	OUSD	julia.sitko@ousd.org, Kathleen.bennett@ousd.org
Dave Vigo	Dept. of Special Education Financial Operations	OUSD	david.vigo@ousd.org

	Analyst-Submit		
2. Evaluate effectiveness			
List types of data, tools and other resources that will be used to collect data connected to root causes of disproportionality and reducing rates. Describe process for: ongoing collection and analysis of data; sharing data with stakeholders; and adaptation of action plan based on data.			
<p>The U.S. Department of Education's Office of Special Education Programs (OSEP) Technical Assistance Center on Positive Behavioral Interventions and Supports Tiered Fidelity Inventory (TFI) will guide site-based teams in the roll out of PBIS. TFI data are collected twice per school year to indicate school site success on implementation across all tiers of PBIS.</p>			
<p>Individual student data: these data are collected pre and post intensive interventions (Tier 3) by Behavior Specialists, Support Specialists, and when feasible, by teachers. These student-specific data will detail daily changes in rate and/or intensity of problem behaviors as well as replacement skills for guidance of program modification.</p>			
<p>Office discipline referrals made via OUSD's Universal Discipline Form (URF) are reviewed for each school site as well as for individual students. These data support implementation of PBIS as well as highlight sites that require program modification.</p>			
<p>Suspension and expulsion data are reviewed for each school site as well as for individual students. These data also support the implementation of PBIS and will assist the team to make modifications.</p>			
<p>All data are synthesized quarterly and presented to stakeholders for review and comment.</p>			

3. Build supports and sustainability

Describe the process for adding support for sustainability of CEIS activities that demonstrate success in reducing disproportionality.

OUSD completes the DCA District Capacity Assessment bi-annually to measure district capacity to effectively lead and sustain an evidence based practice such as PBIS/MTSS. In 2016-2017 OUSD has the support of Rob Horner of the National PBIS Technical Assistance center leading this assessment. Sustainability measures are incorporated into the DCA as well as measures of cultural responsiveness in PBIS implementation. By adhering to the identified action plan that results from this assessment OUSD has greater likelihood of maintaining gains in operationalizing MTSS universally across all school sites longitudinally. The DCA also accounts for leadership turnover and provides recommendations for institutionalizing MTSS in policy and practice to ensure sustainability.

Another important feature of the MTSS approach is capacity building by district-level PBIS Behavior Coaches and Behavior Specialists with site-based teams. The district-level Coaches have specialized training in PBIS, functional behavioral assessment, and intensive supports for higher-needs students and serve as a link between the district and schools. Each school implementing the model has a PBIS team, which is comprised of four to five teachers, an administrator, and a team leader participating in training to embed skills and practices for sustained PBIS implementation among school sites leadership and staff. Coaching is provided for a period of three consecutive years until sites have achieved fidelity across Tiers I-III. Behavior Specialists train site based staff to support the implementation of behavior support plans and improve conditions for learning to lessen reliance on outside specialists to manage student behavior.

Currently MTSS is supported by grant funding and SPED carveout. In order to ensure that it continues beyond the terms of these funding sources, Superintendent and school board leadership will be needed to ensure that MTSS is reflected in district policy and budget.

4. Complete and submit SPP-TAP Feedback survey

List staff responsible for completing and submitting survey provided by SPP-TAP at the end of the CEIS period.

Name	Role	LEA/Agency
Robert Churchill	Program Manager	OUSD
Sharon Falk	SELPA Director	OUSD

By signing this form, the authorized agents validate the accuracy of the information reported:

LEA Superintendent (Print & Sign) <i>Devin Dillon</i> <i>Dev Dillon</i> Date <i>3/31/17</i>

Sharon Falk <i>Sharon Falk</i>	3/30/17
SELPA Director (Print & Sign)	Date

Complete, sign, scan, and submit electronically by February 1, 2017 to the State Performance Plan Technical Assistance Project (SPP-TAP), by e-mail at jen.deshazer@spptap.org

Written feedback will be provided to the LEA from the SPP-TAP guidance team by March 1, 2017.

Complete, sign, scan, and submit final SD-CEIS Plan Form and the SD-CEIS Programmatic Improvement Action Plan electronically by April 1, 2017 to the CDE, Special Education Division, by e-mail at sigdisp@cde.ca.gov

Programmatic Improvement Action Plan Template

This template is provided as a sample of a Programmatic Improvement Action Plan format.

If an LEA has an alternative action plan table, that form may be used.

Complete and submit a Programmatic Improvement Action Plan with the completed Significant Disproportionality Coordinated Early Intervening Services Plan Form.

Oakland Unified School District

February 1, 2017

Local Education Agency (LEA) Name

Date

Measurable Outcomes <i>tied to selected root cause and focus area(s)</i>	Activities to Accomplish Measurable Outcomes	Staff Responsible	Time Line	Data Source and Methods for Evaluating Progress
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SELPA Director (Print & Sign)	Date

Complete, sign, scan, and submit electronically by February 1, 2017 to the State Performance Plan Technical Assistance Project (SPP-TAP), by e-mail at jen.deshazer@spptap.org

Written feedback will be provided to the LEA from the SPP-TAP guidance team by March 1, 2017.

Complete, sign, scan, and submit final SD-CEIS Plan Form and the SD-CEIS Programmatic Improvement Action Plan electronically by April 1, 2017 to the CDE, Special Education Division, by e-mail at sigdisp@cde.ca.gov

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Oakland Unified School District

February 1, 2017

Local Education Agency (LEA) Name

Date

Measurable Outcomes <i>tied to selected root cause and focus area(s)</i>	Activities to Accomplish Measurable Outcomes	Staff Responsible	Time Line	Data Source and Methods for Evaluating Progress

<p>PBIS/MTSS implemented with fidelity at all cohort schools</p>	<p>Provide professional development and site based coaching to all PBIS cohort sites and measure impact using PBIS validated measures including the Tiered Fidelity Index.</p>	<p>BHU Director, PBIS Program Manager, PBIS Coaches, BH Program Managers</p>	<p>July 2016-June 2018</p>	<p>Sign in sheets for PD Tiered Fidelity Index (administered bi-annually) 100% of schools will self-assess using the TFI and achieve Tier 1 scores of at least 70% (nationally recognized standard for T1 fidelity) Classroom PBIS Assessments Decreasing office referrals via Aeries Decreased referrals of African American students for ED</p>
<p>PBIS/MTSS reflected as a top priority among Supts Strategic Initiatives</p>	<p>Provide PD in PBIS/MTSS to upper district leadership. Document that 80% of leadership has attended PBIS/MTSS training. PBIS/MTSS represented in Principal Professional Learning agendas</p>	<p>PBIS Leadership Team</p>	<p>July 2016-June 2018</p>	<p>MTSS is reflected in Supt Cabinet agendas MTSS is reflected in Principal professional learning agendas MTSS is reflected in school site plans and budget</p>
<p>PBIS/MTSS reflected as primary strategy to reduce disproportionality by school site leadership teams</p>	<p>Site teams have a designated leader, admin attends 80% of meetings, teams are provided adequate PD time with all site staff</p>	<p>PBIS Coaches. PBIS site teams, school site administrators</p>	<p>July 2016-June 2018</p>	<p>PBIS team agendas PBIS team sign in sheets All staff training agendas TFI data</p>
<p>Implicit Bias Training reflected as policy for all staff</p>	<p>Create administrative regulations in alignment with the district's equity policy that define required hours of IB training and approved curriculum</p>	<p>Expanded CEIS leadership team</p>	<p>July 2016-June 2018</p>	<p>Approved IB curriculum Admin Regs reflecting IB training Documentation of completed IB training by all staff</p>
<p>PBIS/MTSS reflected as primary strategy for improving school culture and climate</p>	<p>PBIS/MTSS is written into the district's LCAP plan in the Culture and Climate Section</p>	<p>District LCAP leadership Team, CSSS Dept</p>	<p>January 2018</p>	<p>District LCAP Budget District LCAP Plan LCAP site based budgets</p>

Staff Evaluations reflect measures of MTSS	LGDS and TGDS are updated to reflect increased measures of MTSS	Expanded planning team with teaching and Learning and BHU	July 2018	TGDS and LGDS reflect increased MTSS Planning meeting agendas Sign in sheets of planning team
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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Oakland SELPA

16. Dispute Resolution Process

Special Education Rights of Parents and Children
Under the Individuals with Disabilities Education Act, Part B, and the
California Education Code

Notice of Procedural Safeguards

Revised October 2016

Note: The term school district is used throughout this document to describe any public education agency responsible for providing your child's special education program. The term assessment is used to mean evaluation or testing. Federal and state laws are cited throughout this notice using English abbreviations, which are explained in a glossary on the last page of this notification.

What is the Notice of Procedural Safeguards?

This information provides you as parents, legal guardians, and surrogate parents of children with disabilities from three (3) years of age through age twenty-one (21) and students who have reached age eighteen (18), the age of majority, with an overview of your educational rights or procedural safeguards.

The Notice of Procedural Safeguards is required under the Individuals with Disabilities Education Act (in English, referred to as IDEA) and must be provided to you:

- When you ask for a copy
- The first time your child is referred for a special education assessment
- Each time you are given an assessment plan to evaluate your child
- Upon receipt of the first state or due process complaint in a school year, and
- When the decision is made to make a removal that constitutes a change of placement

(20 USC 1415[d]; 34 CFR 300.504; EC 56301[d] [2], EC 56321, and 56341.1[g] [1])

What is the Individuals with Disabilities Education Act (IDEA)?

IDEA is a federal law that requires school districts to provide a "free appropriate public education" (in English, referred to as FAPE) to eligible children with disabilities. A free appropriate public education means that special education and related services are to be provided as described in an individualized education program (in English, known as IEP) and under public supervision to your child at no cost to you.

May I participate in decisions about my child's education?

You must be given opportunities to participate in any decision-making meeting regarding your child's special education program. You have the right to participate in IEP team meetings about the identification (eligibility), assessment, or educational placement of your child and other matters relating to your child's FAPE. (20 USC 1414[d] [1]B-[d][1][D]; 34 CFR 300.321; EC 56341[b], 56343[c])

The parent or guardian, or the local educational agency (LEA), has the right to participate in the development of the IEP and to initiate their intent to electronically audiotape the proceedings of the IEP team meetings. At least 24 hours prior to the meeting, the parent or guardian shall notify

the members of the IEP team of their intent to record a meeting. If the parent or guardian does not consent to the LEA audiotape recording an IEP meeting, the meeting shall not be recorded on an audiotape recorder.

Your rights include information about the availability of FAPE, including all program options, and all available alternative programs, both public and nonpublic. (20 USC 1401[3], 1412[a][3]; 34 CFR 300.111; EC 56301, 56341.1[g][1], and 56506)

Where can I get more help?

When you have a concern about your child's education, it is important that you contact your child's teacher or administrator to talk about your child and any problems you see. Staff in your school district or special education local plan area (SELPA) may answer questions about your child's education, your rights, and procedural safeguards. Also, when you have a concern, this informal conversation often solves the problem and helps to maintain open communication.

You may also want to contact one of the California parent organizations (Family Empowerment Centers and Parent Training Institutes), which were developed to increase collaboration between parents and educators to improve the educational system. Contact information for these organizations is found on the CDE special education California Parent Organizations Web page at <http://www.cde.ca.gov/sp/se/qa/caprintorg.asp>.

Additional resources are listed at the end of this document to help you understand the procedural safeguards.

What if my child is deaf, hard of hearing, blind, visually impaired, or deaf-blind?

The State Special Schools provide services to students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind at each of its three facilities: the California Schools for the Deaf in Fremont and Riverside and at the California School for the Blind in Fremont. Residential and day school programs are offered to students from infancy to age 21 at both State Schools for the Deaf. Such programs are offered to students aged five through 21 at the California School for the Blind. The State Special Schools also offer assessment services and technical assistance. For more information about the State Special Schools, please visit the California Department of Education (CDE) Web site at <http://www.cde.ca.gov/sp/ss/> or ask for more information from the members of your child's IEP team.

Notice, Consent, Assessment, Surrogate Parent Appointment, and Access to Records

Prior Written Notice

When is a notice needed?

This notice must be given when the school district proposes or refuses to initiate a change in the identification, assessment, or educational placement of your child with special needs or the provision of a free appropriate public education. (20 USC 1415[b][3] and (4), 1415[c][1], 1414[b][1]; 34 CFR 300.503; EC 56329 and 56506[a])

The school district must inform you about proposed evaluations of your child in a written notice or an assessment plan within fifteen (15) days of your written request for evaluation. The notice

must be understandable and in your native language or other mode of communication, unless it is clearly not feasible to do so. (34 *CFR* 300.304; *EC* 56321)

What will the notice tell me?

The Prior Written Notice must include the following:

1. A description of the actions proposed or refused by the school district
2. An explanation of why the action was proposed or refused
3. A description of each assessment procedure, record, or report the agency used as a basis for the action proposed or refused
4. A statement that parents of a child with a disability have protection under the procedural safeguards
5. Sources for parents to contact to obtain assistance in understanding the provisions of this part
6. A description of other options that the IEP team considered and the reasons those options were rejected; and
7. A description of any other factors relevant to the action proposed or refused. (20 *USC* 1415[b][3] and [4], 1415[c][1], 1414[b][1]; 34 *CFR* 300.503)

Parental Consent

When is my approval required for assessment?

You have the right to refer your child for special education services. You must give informed, written consent before your child's first special education assessment can proceed. The parent has at least fifteen (15) days from the receipt of the proposed assessment plan to arrive at a decision. The assessment may begin immediately upon receipt of the consent and must be completed and an IEP developed within sixty (60) days of your consent.

When is my approval required for services?

You must give informed, written consent before your school district can provide your child with special education and related services.

What are the procedures when a parent does not provide consent?

If you do not provide consent for an initial assessment or fail to respond to a request to provide the consent, the school district may pursue the initial assessment by utilizing due process procedures.

If you refuse to consent to the initiation of services, the school district must not provide special education and related services and shall not seek to provide services through due process procedures.

If you consent in writing to the special education and related services for your child but do not consent to all of the components of the IEP, those components of the program to which you have consented must be implemented without delay.

If the school district determines that the proposed special education program component to which you do not consent is necessary to provide a free appropriate public education to your child, a due process hearing must be initiated. If a due process hearing is held, the hearing decision shall be final and binding.

In the case of reevaluations, the school district must document reasonable measures to obtain your consent. If you fail to respond, the school district may proceed with the reevaluation without your consent. (20 USC 1414[a][1][D] and 1414[c]; 34 CFR 300.300; EC 56506[e], 56321[c] and [d], and 56346).

When may I revoke consent?

If at any time subsequent to the initial provision of special education and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the public agency:

1. May not continue to provide special education and related services to the child, but must provide prior written notice in accordance with 34 CFR Section 300.503 before ceasing such services
2. May not use the procedures in subpart E of Part 300 34 CFR (including the mediation procedures under 34 CFR Section 300.506 or the due process procedures under 34 CFR Sections 300.507 through 300.516) in order to obtain agreement or a ruling that the services may be provided to the child
3. Will not be considered to be in violation of the requirement to make a free appropriate public education (FAPE) available to the child because of the failure to provide the child with further special education and related services
4. Is not required to convene an IEP team meeting or develop an IEP under 34 CFR Sections 300.320 and 300.324 for the child for further provision of special education and related services

Please note, in accordance with 34 CFR Section 300.9 (c)(3), that if the parents revoke consent in writing for their child's receipt of special education services after the child is initially provided special education and related services, the public agency is not required to amend the child's education records to remove any references to the child's receipt of special education and related services because of the revocation of consent.

Surrogate Parent Appointment

What if a parent cannot be identified or located?

School districts must ensure that an individual is assigned to act as a surrogate parent for the parents of a child with a disability when a parent cannot be identified and the school district cannot discover the whereabouts of a parent.

A surrogate parent may also be appointed if the child is an unaccompanied homeless youth, an adjudicated dependent or ward of the court under the state Welfare and Institution Code, and is referred to special education or already has an IEP. (20 USC 1415[b][2] ; 34 CFR 300.519; EC 56050; GC 7579.5 and 7579.6)

Nondiscriminatory Assessment

How is my child assessed for special education services?

You have the right to have your child assessed in all areas of suspected disability. Materials and procedures used for assessment and placement must not be racially, culturally, or sexually discriminatory.

Assessment materials must be provided and the test administered in your child's native language or mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer.

No single procedure can be the sole criterion for determining eligibility and developing FAPE for your child. (20 USC 1414[b][1]-[3], 1412[a][6][B]; 34 CFR 300.304; EC 56001[j] and 56320)

Independent Educational Assessments

May my child be tested independently at the district's expense?

If you disagree with the results of the assessment conducted by the school district, you have the right to ask for and obtain an independent educational assessment for your child from a person qualified to conduct the assessment at public expense.

The parent is entitled to only one independent educational evaluation at public expense each time the public agency conducts an evaluation with which the parent disagrees.

The school district must respond to your request for an independent educational assessment and provide you information about where to obtain an independent educational assessment.

If the school district believes that the district's assessment is appropriate and disagrees that an independent assessment is necessary, the school district must request a due process hearing to prove that its assessment was appropriate. If the district prevails, you still have the right to an independent assessment but not at public expense. The IEP team must consider independent assessments.

District assessment procedures allow in-class observation of students. If the school district observes your child in his or her classroom during an assessment, or if the school district would have been allowed to observe your child, an individual conducting an independent educational assessment must also be allowed to observe your child in the classroom.

If the school district proposes a new school setting for your child and an independent educational assessment is being conducted, the independent assessor must be allowed to first observe the proposed new setting. (20 USC 1415[b][1] and [d][2][A]; 34 CFR 300.502; EC 56329[b] and [c])

Access to Educational Records

May I examine my child's educational records?

You have a right to inspect and review all of your child's education records without unnecessary delay, including prior to a meeting about your child's IEP or before a due process hearing. The school district must provide you access to records and copies, if requested, within five (5) **business** days after the request has been made orally or in writing. (*EC 49060, 56043[n], 56501[b][3], and 56504*)

How Disputes Are Resolved

Due Process Hearing

When is a due process hearing available?

You have the right to request an impartial due process hearing regarding the identification, assessment, and educational placement of your child or the provision of FAPE. The request for a due process hearing must be filed within two years from the date you knew or should have known about the alleged action that forms the basis of the due process complaint. (*20 USC 1415[b][6]; 34 CFR 300.507; EC 56501 and 56505[l]*)

Mediation and Alternative Dispute Resolution

May I request mediation or an alternative way to resolve the dispute?

A request for mediation may be made either before or after a request for a due process hearing is made.

You may ask the school district to resolve disputes through mediation or alternative dispute resolution (ADR), which is less adversarial than a due process hearing. The ADR and mediation are voluntary methods of resolving a dispute and may not be used to delay your right to a due process hearing.

What is a pre-hearing mediation conference?

You may seek resolution through mediation prior to filing a request for a due process hearing. The conference is an informal proceeding conducted in a nonadversarial manner to resolve issues relating to the identification, assessment, or educational placement of a child or to a FAPE.

At the prehearing mediation conference, the parent or the school district may be accompanied and advised by nonattorney representatives and may consult with an attorney prior to or following the conference. However, requesting or participating in a prehearing mediation conference is not a prerequisite to requesting a due process hearing.

All requests for a prehearing mediation conference shall be filed with the Superintendent. The party initiating a prehearing mediation conference by filing a written request with the Superintendent shall provide the other party to the mediation with a copy of the request at the same time the request is filed.

The prehearing mediation conference shall be scheduled within fifteen (15) days of receipt by the Superintendent of the request for mediation and shall be completed within thirty (30) days after receipt of the request for mediation unless both parties agree to extend the time. If a resolution is reached, the parties shall execute a legally binding written agreement that sets forth the resolution. All discussions during the mediation process shall be confidential. All prehearing mediation conferences shall be scheduled in a timely manner and held at a time and place reasonably convenient to the parties. If the issues fail to be resolved to the satisfaction of all parties, the party who requested the mediation conference has the option of filing for a due process hearing. (*EC 56500.3 and 56503*)

Due Process Rights

What are my due process rights?

You have a right to:

1. Have a fair and impartial administrative hearing at the state level before a person who is knowledgeable of the laws governing special education and administrative hearings (*20 USC 1415[f][1][A]*, *1415[f][3][A]-[D]*; *34 CFR 300.511*; *EC 56501[b][4]*)
2. Be accompanied and advised by an attorney and/or individuals who have knowledge about children with disabilities (*EC 56505 [e][1]*)
3. Present evidence, written arguments, and oral arguments (*EC 56505[e][2]*)
4. Confront, cross-examine, and require witnesses to be present (*EC 56505[e][3]*)
5. Receive a written or, at the option of the parent, an electronic verbatim record of the hearing, including findings of fact and decisions (*EC 56505[e][4]*)
6. Have your child present at the hearing (*EC 56501[c][1]*)
7. Have the hearing be open or closed to the public (*EC 56501[c][2]*)
8. Receive a copy of all documents, including assessments completed by that date and recommendations, and a list of witnesses and their general area of testimony within five (5) business days before a hearing (*EC 56505[e][7]* and *56043[v]*)
9. Be informed by the other parties of the issues and their proposed resolution of the issues at least ten (10) calendar days prior to the hearing (*EC 56505[e][6]*)
10. Have an interpreter provided (*CCR 3082[d]*)
11. Request an extension of the hearing timeline (*EC 56505[f][3]*)
12. Have a mediation conference at any point during the due process hearing (*EC 56501[b][2]*), and
13. Receive notice from the other party at least ten days prior to the hearing that the other party intends to be represented by an attorney (*EC 56507[a]*). (*20 USC 1415[e]*; *34 CFR 300.506, 300.508, 300.512 and 300.515*)

Filing a Written Due Process Complaint

How do I request a due process hearing?

You need to file a written request for a due process hearing. You or your representative needs to submit the following information in your request:

1. Name of the child
2. Address of the residence of the child
3. Name of the school the child is attending
4. In the case of a homeless child, available contact information for the child and the name of the school the child is attending, and
5. A description of the nature of the problem, including facts relating to the problem(s) and a proposed resolution of the problem(s)

Federal and state laws require that either party filing for a due process hearing must provide a copy of the written request to the other party. (20 *USC* 1415[b][7], 1415[c][2]; 34 *CFR* 300.508; *EC* 56502[c][1])

Prior to filing for a due process hearing, the school district shall be provided the opportunity to resolve the matter by convening a resolution session, which is a meeting between the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request. (20 *USC* 1415[f][1][B]; 34 *CFR* 300.510)

What does a resolution session include?

Resolution sessions shall be convened within fifteen (15) days of receiving notice of the parents' due process hearing request. The sessions shall include a representative of the school district who has decision-making authority and not include an attorney of the school district unless the parent is accompanied by an attorney. The parent of the child may discuss the due process hearing issue and the facts that form the basis of the due process hearing request.

The resolution session is not required if the parent and the school district agree in writing to waive the meeting. If the school district has not resolved the due process hearing issue within thirty (30) days, the due process hearing may occur. If a resolution is reached, the parties shall execute a legally binding agreement. (20 *USC* 1415[f][1][B]; 34 *CFR* 300.510)

Does my child's placement change during the proceedings?

The child involved in any administrative or judicial proceeding must remain in the current educational placement unless you and the school district agree on another arrangement. If you are applying for initial admission of your child to a public school, your child will be placed in a public school program with your consent until all proceedings are completed. (20 *USC* 1415[j]; 34 *CFR* 300.518; *EC* 56505[d])

May the decision be appealed?

The hearing decision is final and binding on both parties. Either party may appeal the hearing decision by filing a civil action in state or federal court within 90 days of the final decision. (20 USC 1415[i][2] and [3][A], 1415[l]; 34 CFR 300.516; EC 56505[h] and [k], EC 56043[w])

Who pays for my attorneys' fees?

In any action or proceeding regarding the due process hearing, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to you as parent of a child with a disability if you are the prevailing party in the hearing. Reasonable attorneys' fees may also be made following the conclusion of the administrative hearing, with the agreement of the parties. (20 USC 1415[i][3][B]-[G]; 34 CFR 300.517; EC 56507[b])

Fees may be reduced if any of the following conditions prevail:

1. The court finds that you unreasonably delayed the final resolution of the controversy
2. The attorneys' hourly fees exceed the prevailing rate in the community for similar services by attorneys of reasonably comparable skill, reputation, and experience
3. The time spent and legal services provided were excessive, or
4. Your attorney did not provide to the school district the appropriate information in the due process request notice.

Attorneys' fees will not be reduced, however, if the court finds that the State or the school district unreasonably delayed the final resolution of the action or proceeding or that there was a violation of this section of law. (20 USC 1415[i][3][B]-[G]; 34 CFR 300.517)

Attorneys' fees relating to any meeting of the IEP team may not be awarded unless an IEP team meeting is convened as a result of a due process hearing proceeding or judicial action. Attorneys' fees may also be denied if you reject a reasonable settlement offer made by the district/public agency ten (10) days before the hearing begins and the hearing decision is not more favorable than the offer of settlement. (20 USC 1415[i][3][B]-[G]; 34 CFR 300.517)

To obtain more information or to file for mediation or a due process hearing, contact:

Office of Administrative Hearings
Attention: Special Education Division
2349 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833-4231
(916) 263-0880
FAX (916) 263-0890

School Discipline and Placement Procedures for Students with Disabilities

School Discipline and Alternative Interim Educational Settings

May my child be suspended or expelled?

School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement is appropriate for a child with a disability who violates a code of student conduct from his or her setting to:

- An appropriate interim alternative education setting, another setting, or suspension for not more than ten (10) consecutive school days, and
- Additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct

What occurs after a removal of more than ten (10) days?

After a child with a disability has been removed from his or her current placement for ten (10) school days in the same school year, during any subsequent days of removal the public agency must provide services to enable the child to continue to participate in the general education curriculum and progress toward meeting the goals set out in the child's IEP. Also, a child will receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, which are designed to address the behavior violation so that it does not recur.

If a child exceeds ten (10) days in such a placement, an IEP team meeting must be held to determine whether the child's misconduct is caused by the disability. This IEP team meeting must take place immediately, if possible, or within ten (10) days of the school district's decision to take this type of disciplinary action.

As a parent you will be invited to participate as a member of this IEP team. The school district may be required to develop an assessment plan to address the misconduct or, if your child has a behavior intervention plan, review and modify the plan as necessary.

What happens if the IEP team determines that the misconduct is not caused by the disability?

If the IEP team concludes that the misconduct was not a manifestation of the child's disability, the school district may take disciplinary action, such as expulsion, in the same manner as it would for a child without a disability. (20 *USC* 1415[k][1] and [7]; 34 *CFR* 300.530)

If you disagree with the IEP team's decision, you may request an expedited due process hearing, which must occur within twenty (20) school days of the date on which you requested the hearing. (20 *USC* 1415[k][2]; 34 *CFR* 300.531[c])

Regardless of the setting the school district must continue to provide FAPE for your child. Alternative educational settings must allow the child to continue to participate in the general curriculum and ensure continuation of services and modifications detailed in the IEP. (34 *CFR* 300.530; *EC* 48915.5[b])

Children Attending Private School

May students who are parentally placed in private schools participate in publicly funded special education programs?

Children who are enrolled by their parents in private schools may participate in publicly funded special education programs. The school district must consult with private schools and with parents to determine the services that will be offered to private school students. Although school districts have a clear responsibility to offer FAPE to students with disabilities, those children, when placed by their parent in private schools, do not have the right to receive some or all of the special education and related services necessary to provide FAPE. (20 USC 1415[a][10][A]; 34 CFR 300.137 and 300.138; EC 56173)

If a parent of an individual with exceptional needs who previously received special education and related services under the authority of the school district enrolls the child in a private elementary school or secondary school without the consent of or referral by the local educational agency, the school district is not required to provide special education if the district has made FAPE available. A court or a due process hearing officer may require the school district to reimburse the parent or guardian for the cost of special education and the private school only if the court or due process hearing officer finds that the school district had not made FAPE available to the child in a timely manner prior to that enrollment in the private elementary school or secondary school and that the private placement is appropriate. (20 USC 1412[a][10][C]; 34 CFR 300.148; EC 56175)

When may reimbursement be reduced or denied?

The court or hearing officer may reduce or deny reimbursement if you did not make your child available for an assessment upon notice from the school district before removing your child from public school. You may also be denied reimbursement if you did not inform the school district that you were rejecting the special education placement proposed by the school district, including stating your concerns and intent to enroll your child in a private school at public expense.

Your notice to the school district must be given either:

- At the most recent IEP team meeting you attended before removing your child from the public school, or
- In writing to the school district at least ten (10) business days (including holidays) before removing your child from the public school. (20 USC 1412[a][10][C]; 34 CFR 300.148; EC 56176)

When may reimbursement not be reduced or denied?

A court or hearing officer must not reduce or deny reimbursement to you if you failed to provide written notice to the school district for any of the following reasons:

- The school prevented you from providing notice
- You had not received a copy of this Notice of Procedural Safeguards or otherwise been informed of the requirement to notify the district

- Providing notice would likely have resulted in physical harm to your child
 - Illiteracy and inability to write in English prevented you from providing notice, or
 - Providing notice would likely have resulted in serious emotional harm to your child
- (20 USC 1412[a] [10] [C]; 34 CFR 300.148; EC 56177)

State Complaint Procedures

When may I file a state compliance complaint?

You may file a state compliance complaint when you believe that a school district has violated federal or state special education laws or regulations. Your written complaint must specify at least one alleged violation of federal and state special education laws. The violation must have occurred not more than one year prior to the date the complaint is received by the California Department of Education (CDE). When filing a complaint, you must forward a copy of the complaint to the school district at the same time you file a state compliance complaint with the CDE. (34 CFR 300.151–153; 5 CCR 4600)

Complaints alleging violations of federal and state special education laws or regulations may be mailed to:

California Department of Education
Special Education Division
Procedural Safeguards Referral Service
1430 N Street, Suite 2401
Sacramento, CA 95814

For complaints involving issues **not** covered by federal or state special education laws or regulations, consult your district's uniform complaint procedures.

To obtain more information about dispute resolution, including how to file a complaint, contact the CDE, Special Education Division, Procedural Safeguards Referral Service, by telephone at (800) 926-0648; by fax at 916-327-3704; or by visiting the CDE Web site at <http://www.cde.ca.gov/sp/se>.

Glossary of Abbreviations Used in This Notification

ADR	Alternative Dispute Resolution
CFR:	<i>Code of Federal Regulations</i>
EC	<i>California Education Code</i>
FAPE	Free Appropriate Public Education
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Program
OAH:	Office of Administrative Hearings
SELPA:	Special Education Local Plan Area
USC:	<i>United States Code</i>

. OFFICE OF THE OMBUDSPERSON

Origin: 1950s from Swedish - "legal representative" - "an official appointed to investigate individual's complaints against maladministration, especially that of public authorities."

OVERVIEW

The Office of the Ombudsperson is responsible for the intake and monitoring of all formal District complaints. Formal complaints can be filed in this office.

The Ombudsperson is also responsible for investigating discrimination complaints (filed by students or parents/guardians) as well as complaints concerning the state program for English Language Learners (ELL) and retaliation for, or interference with ELL Program advocacy. The Ombudsperson also coordinates Williams Uniform Complaints and submits a Quarterly Report to the Governing Board. The Ombudsperson also serves as the Title IX Coordinator.

FILING A COMPLAINT

The District encourages the early, informal resolution of complaints at the site level whenever possible. If parents or guardians have a concern they should first contact the principal at their child's school. Please see the 2016-2017 School Directory for principal contact information for each school.

If you have additional questions or are not satisfied with the resolution offered by your child's school principal, please contact the appropriate Network Superintendent or the Office of the Ombudsperson.

Ombudsperson

- Overview
 - **Contact Information**
 - Charter Schools
 - Non-Discrimination / Harassment and Transgender Policy (Students)
 - Sexual Harassment Policy (Students)
 - Bullying Policy (Students)
 - OUSD Police Complaints Process and Complaints Reports Policy
 - Uniform Complaint Procedures
 - Williams Uniform Complaint Procedures
 - California High School Exit Exam (CAHSEE)
 - Nondiscrimination in Employment (Personnel)
 - Sexual Harassment (Personnel)
 - Foster Youth Rights
-
- Home
 - District Services
 - Ombudsperson
 - Contact Information

OFFICE OF THE OMBUDSPERSON

Gabriel Valenzuela

Ombudsperson

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Administrative Assistant I - Confidential

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Phone: (510) 879-4281

Fax: (510) 879-3678

Oakland Unified School District
1000 Broadway, Suite 150
Oakland, CA 94607

NETWORK SUPERINTENDENTS

Area 1 Elementary Network Superintendent: Kyla Trammell-Johnson

Trans Pacific Centre

1000 Broadway, 6th Floor, Suite 600

Oakland, CA 94607

(510) 879-3662

kyla.johnson@ousd.org



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Oakland SELPA
Local Plan

17. Annual Performance Report Measures

2014–15 District Level Special Education Annual Performance Report Measure for
OAKLAND UNIFIED School District

CDS Code	0161259	FMTA Region	4
District Name	OAKLAND UNIFIED	SELPA	0113 Oakland Unified

Indicator 1 – Graduation Four Year Rate: Percent of all exiting students in grade twelve, and exiting ungraded students eighteen and over, who graduate from high school with a regular diploma. This is a Prior Year Calculation.

Graduation Rate	Target	Target Met
46.41	69.25	No

Data Source: AYP Graduation Rate <http://www.cde.ca.gov/ds/sd/sd/filescohort.asp>

All LEAs have the same Graduation Rate Target. It is equal to the State target for Students with Disabilities.

Indicator 2 – Dropout Four Year Rate: Percent of all students in grades nine and higher, and ungraded students thirteen and over, who exit special education by dropping out of school.

Percent Dropped Out	Target	Target Met
1.50%	<14.72%	Yes

Data Source: AYP Data <http://www.cde.ca.gov/ds/sd/sd/filescohort.asp>

An asterisk (*) appears to protect student privacy where there are ten or fewer students

Indicator 3 - Statewide Assessments: Academic achievement testing to meet the requirements of No Child Left Behind (NCLB).

Area	Percent Participated	Target	Target Met	Percent Proficient or Advanced	Target	Target Met
English Language Arts	NC	95%	NA	NC	100	NA
Math	NC	95%	NA	NC	100	NA

Data Source: AYP Data <http://www.cde.ca.gov/ta/ac/ay/aypdatafiles.asp>

A “—” in the Target column indicates there were insufficient students to determine whether the Target was met.

A district may fall short of the statewide Target Rate but still be marked as “Met” due to Safe Harbor.

<http://www.cde.ca.gov/ta/ac/ay/altmethod13.asp>

Indicator 4—Suspension and Expulsion: Percent of all students ages three through twenty-two receiving special education that are suspended or expelled for greater than ten days in the school year.

- A. Overall: Percent of all students with disabilities in the local educational agency (LEA) that was suspended or expelled for greater than ten days in a school year.

No. of Students with Disabilities Suspended or Expelled for More than Ten Days	Total No. of Students with Disabilities (Age 3-22)	Percent of Students with Disabilities Suspended or Expelled for More than Ten Days	Statewide Rate	Over Statewide Rate?
26	5,119	0.51	2.43%	No

NOTE: “NA” indicates that there was no data for the district for this Indicator or the item is not applicable. “NC” indicates that the item was not calculated due to small N-Size.

2014–15 District Level Special Education Annual Performance Report Measure for
OAKLAND UNIFIED School District

B. Percent of all students with disabilities, by race or ethnicity, in the local educational agency (LEA) that were suspended or expelled for greater than ten days in a school year.

Ethnicity	Students Suspended or Expelled for More than Ten Days	Total No. of Students (Age 3-22)	Percent of Students Suspended or Expelled for More than Ten Days	Statewide Rate	Over Statewide Rate?
American Indian	NA	22	NC	2.43%	No
Asian	NA	421	NC		
African American	22	2,275	0.97		
Hispanic	*	1,782	0.22		
Multi-Ethnic	NA	198	NC		
Pacific Islander	NA	37	NC		
White	NA	384	NC		

Data Source: June 2014 CASEMIS Submission; District of Accountability, Birth Date, SELPA, Student ID, Ethnicity and Discipline Days.

NOTE: A denominator of at least 20 AND numerator of at least 2 was required to perform calculation for suspension/expulsion

Indicator 5 - Least Restrictive Environment: the average amount of time students ages six through twenty-two receive their special education or services in settings apart from their non-disabled peers:

- A. Inside of the regular class 80% or more of the day
- B. Inside regular class less than 40% of the day
- C. In separate schools, residential facilities, or homebound/hospital placements.

Measure	Total No. of Students receiving Special Education (Age 6-22)	No. of Students in the environment	Percent of Students in environment receiving Special Education	Target This Year	Target Met
A. >80%	4,679	2,443	52.2%	>49.2%	Yes
B. <40%		1,546	33.0%	<24.6%	No
C. Separate Schools		246	5.3%	<4.4%	No

Data Source: December 2014 CASEMIS Submission Items District of Accountability, Age, and a compiled data field consisting of unduplicated Federal School Setting and Percent in Regular Class.

NOTE: Separate Schools includes Students in Separate Schools, Residential Facilities and Homebound/Hospital. It does not include students in Correctional Facilities or those that are Parentally Placed in Private School

NOTE: "NA" indicates that there was no data for the district for this Indicator or the item is not applicable. "NC" indicates that the item was not calculated due to small N-Size.

2014–15 District Level Special Education Annual Performance Report Measure for
OAKLAND UNIFIED School District

Indicator 6 - Preschool Least Restrictive Environment: The percent of children aged 3 through 5 with IEPs attending a:
A. Regular early childhood program and receiving a majority of special education and related services in the regular program
B. Separate special education class, separate school or residential facility

Measure	Total No. of Students receiving Special Education (Age 3-5)	No. of Students in the environment	Percent of Students in environment receiving Special Education	Target This Year	Target Met
A. Regular Program	702	429	61.1%	>32.9%	Yes
B. Separate		185	26.4%	<34.4%	Yes

Data Source: December 2014 CASEMIS Submission Items District of Accountability, Age, and Federal Preschool Setting.

Indicator 7 – Preschool Assessments: This is a SELPA level calculation. Percent of preschool children aged 3 through 5 with IEPs who demonstrate improved:

- A. Positive social-emotional skills (including personal relationships)
- B. Acquisition and use of knowledge and skills (including early language/communication and early literacy)
- C. Use of appropriate behaviors to meet their needs.

Outcome A	Improved	Total	Percent	Target	Met?
1. Substantially Increased	48	89	53.9%	72.7%	No
2. Functioning within age expectations	104	172	60.5%	82.1%	No
Outcome B					
1. Substantially Increased	55	90	61.1%	70.0%	No
2. Functioning within age expectations	106	172	61.6%	82.5%	No
Outcome C					
1. Substantially Increased	58	91	63.7%	75.0%	No
2. Functioning within age expectations	106	172	61.6%	79.0%	No

Data Source: Napa County Office of Education (via a DRDP contract – compilation of CASEMIS Data)

Indicator 8 - Parent Involvement: Percent of parents with a child receiving special education services who report that schools facilitated parent involvement as a means of improving services and results for children with disabilities.

Positive Involvement Responses	Total Responses	Percent Positive Involvement	Target This Year	Target Met
5,355	5,586	95.9%	>90%	Yes

Data Source: June 2015 CASEMIS Submission Items District of Accountability and Parent Input

NOTE: "NA" indicates that there was no data for the district for this Indicator or the item is not applicable. "NC" indicates that the item was not calculated due to small N-Size.

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Indicator 9–Disproportionality Overall: Percent of racial and ethnic disproportionality among students ages six through twenty-two which may be due to policies, procedures, or practices.

Overall Disproportionality	Native American	Asian	African-American	Hispanic	Multi-Ethnic	Pacific Islander	White
Disproportionate?	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro

Data Source: CALPADS and December 2014 CASEMIS Submission Items District of Accountability, Birth Date, Ethnicity, Primary Disability, and Student's Residence Status

Indicator 10–Disproportionality Disability: Percent of racial and ethnic disproportionality by disability among students ages six through twenty-two which may be due to policies, procedures, or practices. District Disproportionality for each disability can be found here:

Disability	Native American	Asian	African-American	Hispanic	Multi-Ethnic	Pacific Islander	White
Autism	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro
Emotional Disturbance	Not Dispro	Not Dispro	Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro
Intellectual Disability	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro
Other Health Impairments	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro
Specific Learning Disability	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro
Speech/Language Impairment	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro	Not Dispro

Data Source: CALPADS and December 2014 CASEMIS Submission Items District of Accountability, Birth Date, Ethnicity, Primary Disability, and Student's Residence Status

Indicator 11 - Eligibility Evaluation: Percent of children ages birth through twenty-two whose eligibility for special education was determined within 60 days of receipt of parental consent for evaluation.

No. of Students Assessed	No. Assessed within 60 days of receipt of parental consent for evaluation	No. delayed but within state established time line (e.g. school breaks)	Percent On time	Target	Met Target
1,017	617	327	89.4%	100%	No

Data Source: June 2015 CASEMIS Submission Items District of Accountability, Birth Date, Referral Date, Parental Consent, Initial Evaluation Date, Plan Type and Last IEP Date

NOTE: "NA" indicates that there was no data for the district for this Indicator or the item is not applicable. "NC" indicates that the item was not calculated due to small N-Size.

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Calculation: $\text{Number of students assessed within 60 days} / (\text{students assessed} - \text{students delayed}) * 100$

Indicator 12 - Part C to Part B Transition: Percent of children ages birth through two in each district receiving special education under IDEA Part C who were referred for assessment for special education under IDEA Part B, found eligible under Part B, and had an IEP developed before their third birthdays. This is a **SELPA** level calculation.

No. Children Referred from Part C by Their 3 rd Birthday	On Time Ineligible	On Time Eligible	Parental Consent Refusal	Referred to Part C within 90 days of 3 rd birthday	Percent On Time Eligible	Target	Met Target
95	12	62	13	*	91.2%	100%	No

Data Source: June 2015 CASEMIS Submission Items SELPA_code, Birth Date, Referral Date, Parental Consent, Initial Evaluation Date, Plan Type and Last IEP Date

Calculation: $\text{Students On Time Eligible} / (\text{Children Referred} - \text{On Time Ineligible} - \text{Parental Consent Refused} - 90 \text{ days}) * 100$

Indicator 13 - Secondary Transition Goals and Services: Percent of youth aged 16 and above with an IEP that includes all eight coordinated, measurable, annual IEP goals and transition services that will reasonably enable the student to meet the postsecondary goals.

No. with Post-secondary Goals and Transition Services	Total No. of Students Reviewed for Transition Services	Percent of students with Post-secondary Goals and Transition Services	Target	Target Met
1,214	1,155	95.1%	100%	No

Data Source: June 2015 CASEMIS Submission Items District of Accountability, Age, Transition Service Goals 1 through 8

Calculation: $\text{Students with "Yes" Responses in Goals 1 through 8} / \text{Number of Students 16 or older} * 100$

NOTE: "NA" indicates that there was no data for the district for this Indicator or the item is not applicable. "NC" indicates that the item was not calculated due to small N-Size.

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Indicator 14 - Post-school: Percent of youth who had an IEP, are no longer in secondary school, and who have been:

- A. enrolled in higher education,
- B. enrolled in higher education or competitively employed,
- C. enrolled in higher education, or in some other post-secondary education or training program; or competitively employed or in some other employment

Measure	Responders	Number of Responders in the Category	Percent of Responders in the Category	Target This Year	Target Met
A. Higher Education	21	*	14.3%	52.30%	No
B. Higher Ed or Competitively Employed		*	28.6%	72.4%	No
C. Any Post-Secondary Ed or Employed		21	100.0%	81.0%	Yes

Data Source: June 2015 CASEMIS Submission Items District of Service, Age, Postsecondary Program, Students Competitive Employment

NOTE: "NA" indicates that there was no data for the district for this Indicator or the item is not applicable. "NC" indicates that the item was not calculated due to small N-Size.