

**Sacramento Valley Charter School**  
**Transaction Report**  
**March 11 - April 6, 2020**

Account	Amount
Total for After School Program	290.00
UNRESTRICTED REVENUE:0000 - Unrestricted:8699 - Other Local Income:After School Program	\$ 290.00
Total for Miscellaneous	282.02
UNRESTRICTED REVENUE:0000 - Unrestricted:8699 - Other Local Income:Miscellaneous	\$ 282.02
<b>TOTAL</b>	<b>\$ 572.02</b>

Monday, Apr 06, 2020 04:48:14 PM GMT-7 - Accrual Basis

**Sacramento Valley Charter School**  
**Check Detail**  
**March 11 - April 6, 2020**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo/Description</b>	<b>Amount</b>
03/11/2020	4066	Buswest, LLC	For Bus S8 Repair and Maintenance	710.27
03/11/2020	4067	California Choice Builder	Premium for April	999.35
03/11/2020	4068		void	0.00
03/11/2020	4069	Harpreet Singh	Transport Students to School	422.50
			For Lunch Grocery	2,400.00
			For Classroom Setup, Repairs	300.00
				<b>\$ 3,122.50</b>
03/25/2020	4070	Chill-Chain, Inc.	Milk & Paneer	145.52
03/25/2020	4071	Amrit Singh	Office Supplies	9.82
03/25/2020	4072		void	0.00
03/25/2020	4073	Brainpop	Online Access for Students	2,350.00
03/25/2020	4074	MetLife	LTD, ADD	375.65
03/25/2020	4075	Amarjit singh	Exec Order compensation	325.00
04/02/2020	4077	Great America Financial	Copier Lease	636.59
04/02/2020	4078	California Choice	May Premium	7,940.47
04/02/2020	4079	New Horizon Flooring	Janitorial Service	3,333.00
04/02/2020	4080	Amarjit singh	Transport Students to School	390.00
04/02/2020	4081	Best Version Media	Southport Magazine	284.00
04/02/2020	4082	Victoria Dali	March Invoice	2,651.25
04/02/2020	4083	Wave Broadband	Phone & Internet	363.91
04/03/2020	4076	Manmohan Singh	Transport Students to School; Exec Order comp	1,430.00



## Sacramento Valley Charter School

<b>POSITION TITLE:</b>	<b>TECHNOLOGY COORDINATOR</b> 210 Days in a School Year Salary \$50,000/
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### **QUALIFICATIONS:**

**EDUCATION:** Bachelor's degree or higher, preferred, from an accredited college or university in computer science, education, business administration, public administration or related field and extensive professional experience in information technology management.

**EXPERIENCE:** Five (5) years experience in systems administration in a multi-server, integrated environment including support for storage systems, preferred. Minimum of three (3) years experience in technology management and supervision, required. Well developed human relations/communications skills. Proven ability to teach and mentor other technical professionals.

**JOB GOAL:** To perform this job successfully an individual must be able to support all PC and Macintosh application, equipment and networking support to meet the needs of the district school and assist staff with the implementation of applications, equipment and networking.

**DIRECT ACCOUNTABILITY:** Principal

**SUPERVISION:** Assist in managing the Technology Department; and carries out responsibilities in accordance with the organization's policies and applicable laws.

**ACCOUNTABILITY PROCEDURES:** Principal will assess the effectiveness annually with respect to the performance of essential responsibilities, and in accordance with board policy.

### **SPECIAL QUALIFICATIONS:**

- Demonstrated competence and experience in current technologies, including: Strategic understanding of relationship between Education Technology Services and other departments within a K-8 educational organization;
- Knowledge of PC compatible and Macintosh platforms and their operating systems;
- Knowledge of applications use and techniques with software;

- Network operating system and associated software (i.e. Novell, Appleshare, Windows, Linux)
- Knowledge of both local and national standards regarding Instructional Technology for students, teachers, and administrators;
- Knowledge of computer/electronic equipment (including, but not limited to, pc, Macintosh, tablets, iPads, Droids, iPhones, etc.) software, installation, and troubleshooting techniques;
- Knowledge of basic networking, client machine installation onto a network and local area troubleshooting;
- Prior management of strategic initiatives related to technology integration;
- Tactical overview of Instructional Technology support including professional development process;
- Tactical overview of Technology Systems support requirements for instructional and administrative requirements of a typical school district;
- Knowledge of the internationally recognized (Information Technology Service Management) process and/or Information Technology Infrastructure Library (ITIL) certification considered a plus;
- Managing technology projects;
- Data, voice (VoIP), and video communications;
- Equipment/software selection and acquisition;
- Disaster Recovery;
- WAN design and management;
- Network security;
- Service desk management;
- Field service management;
- IT best practices; and

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

Duties of the Sacramento Valley Charter School Technology Coordinator include, but are not limited to, the following:

1. Overall responsibility for the strategic and tactical response of the IT department to the integration of technology into the learning process;
2. Develop and manage Strategic Technology Initiatives;
3. Technology systems support and implementation with cost estimates integrated with Facility Department and Instructional Services initiatives;
4. Facilitate the maintenance, enforcement and review of district guidelines regarding; Instructional Technology, Voice, Video, Security, and Network Infrastructure (cabling and hardware);
5. Implementation of on-going management of ITSM/ITIL processes for management of IT systems within Sacramento Valley Charter School.
6. On-going tactical review of SVCS IT User policies (i.e. Network Log-in, SPAM filtering, content filtering, e-mail, Web Site access, etc...) based on Instructional needs

7. Prioritization of department tasks and activities;
8. Development and provision of Incident/problem prioritization parameters;
9. Integration of Instructional Technology and Systems Technology support within a single Service Desk structure; and provide instructional technology support to implement distant learning during epidemic and pandemic situations.
10. Performs other duties as required and directed by the principal.

**SIGNIFICANT CONTACTS –frequency, contact, purpose, and desired end result:** Develop and maintain positive school/community relations by promoting/marketing the school and its priorities to the community served. Communicate timely information and district goals to all customer groups by using effective communication techniques with community, teachers, parents and stakeholders.

**PHYSICAL REQUIREMENTS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally required to climb, stoop, kneel, crouch, reach with hands and arms, and stand actively for extended periods of time. The employee must frequently walk, use hands and fingers to key data, handle, feel or operate objects, tools or controls; talk and hear; reach with hands and arms. The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus.

**TERMS OF EMPLOYMENT:** Salary and benefits shall be paid consistent with the SVCS approved compensation plan for exempt employees. Length of the work year of employment shall be those established by the School Board.

**EVALUATION:**

Performance will be evaluated in accordance with Board Policy.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individual currently holding this position performs additional duties and additional duties may be assigned.*

w.e.f. March 1, 2020



**Charter LEA Name:** \_\_\_\_\_

## **SPECIAL EDUCATION LOCAL PLAN AREA LOCAL EDUCATION AGENCY ASSURANCES**

**1. Free Appropriate Public Education 20 *United States Code (USC)* Section (§) 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 residing in the LEA between the ages of three through 21 inclusive, including students with disabilities who have been suspended or expelled from school.

**2. Full Educational Opportunity 20 *USC* § 1412 (a)(2)**

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

**3. Child Find 20 *USC* § 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 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 is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services.

**4. Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP) 20 *USC* § 1412 (a)(4)**

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed and revised for each child with a disability who requires special education and related services in order to benefit from his/her individualized education program. 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 *USC* § 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 class, separate schooling, or other removal of a student with disabilities from the general educational environment, occurs only when the nature or severity of the disability of the student is such that education in general classes with the use of supplemental aids and services cannot be achieved satisfactorily.

**6. Procedural Safeguards 20 USC § 1412 (a)(6)**

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards throughout the provision of a free appropriate public education including the identification, evaluation, and placement process

**7. Evaluation 20 USC § 1412 (a)(7)**

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

**8. Confidentiality 20 USC § 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 (FERPA).

**9. Part C, Transition 20 USC § 1412 (a)(9)**

It shall be the policy of this LEA that a transition process for a child who is participating in Early Intervention Programs (IDEA, Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely and effective for the child and family.

**10. Private Schools 20 USC § 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 USC § 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 Individuals with Disabilities Education Act (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 USC § 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 FAPE are provided, including the continuation of services during an interagency dispute resolution process.

**13. Governance 20 USC § 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 USC § 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, including 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 USC § 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 USC § 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/Federal Funds 20 USC § 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; will be used to supplement and not to supplant state, local and other Federal funds those funds.

**18. Maintenance of Effort 20 USC § 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 law and regulations.

**19. Public Participation 20 USC § 1412 (a)(19)**

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities 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 USC § 1412 (a)(20)**

(Federal requirement for State Education Agency only)

**21. State Advisory Panel 20 USC § 1412 (a)(21)**

(Federal requirement for State Education Agency only)

**22. SUSPENSION/EXPULSION 20 USC § 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 USC § 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 USC § 1412 (a)(24)**

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

**25. Prohibition on Mandatory Medicine 20 USC § 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 USC § 1411(e),(f)(1-3)**

(Federal requirement for State Education Agency only)

**27. Data 20 USC § 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. Reading Literacy (State Board requirement, 2/99)**

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, Special Education Local Plan Area's (SELPA) Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

**29. Charter Schools EC56207.5 (a-c)**

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

In accordance with Federal and State laws and regulations

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**(Charter LEA name)**

certifies that this plan has been adopted by the appropriate local board(s) (LEA/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 *United States Code (USC)* 1400 et.seq, and implementing regulations under 34 *Code of Federal Regulations (CFR)*, Parts 300 and 303, 29 *USC* 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 local educational agency (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 office.

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



AGREEMENT FOR PARTICIPATION  
EL DORADO CHARTER SELPA

This Agreement for Participation ("Agreement") is entered into by and between the El Dorado Charter SELPA ("SELPA"), the El Dorado County Office of Education ("EDCOE"), and \_\_\_\_\_ ("LEA"), a California public charter school, collectively referred to as the "Parties."

**RECITALS**

WHEREAS, each special educational local plan area is required to administer local plans submitted pursuant to Education Code section 56205 et seq., administer the allocation of funds pursuant to Education Code section 56836 et seq., and ensure that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing certain aspects of special education;

WHEREAS, a charter school that is deemed a local educational agency for purposes of special education is required to participate in an approved local plan pursuant to Education Code section 56195.1(f);

WHEREAS, LEA is a charter school that is deemed a local educational agency for purposes of special education pursuant to Education Code section 47641 and is responsible for complying with all provisions of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) and implementing regulations as they relate to local educational agencies;

WHEREAS, the SELPA as authorized by the California State Board of Education serves as the special educational local plan area for California charter schools deemed local educational agencies pursuant to Education Code section 47641 that have successfully completed the SELPA membership process and have signed this Agreement for Participation ("Agreement");

WHEREAS, EDCOE is designated in the local plan as the "responsible local agency" for the SELPA, which means the administrative entity, the duties of which shall include, but are not limited to, receiving and distributing state and federal special education funds pursuant to the allocation plan, providing administrative support, and coordinating implementation of the plan;

WHEREAS, the actions and decisions of the parties are guided by the values of:

1. Commitment – maintaining high standards for performance in student achievement, operations, governance and finance;
2. Integrity – adherence to moral and ethical principles in all aspects of the work;
3. Fairness – impartial and just treatment of all stakeholders;
4. Partnership – collaborative decision making and accountability;
5. Knowledge – understanding of charter school law and practice; and
6. Transparency- access to the information, decisions, and actions of the organization;

WHEREAS, the purpose of this agreement is to set forth the various responsibilities of LEA, EDCOE, and SELPA to ensure that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs.



NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

## **1. SHARED COMMITMENTS**

- 1.1. Resource Allocation. Parties shall demonstrate commitment to the promises set forth in this Agreement by allocating appropriate resources.
- 1.2. Standard of Conduct. Parties, at all times, shall conduct themselves in such a manner as to act in the best interests of all other SELPA members. LEA shall not engage in any activity or enterprise which would tend to injure or expose the SELPA or any of its members to any significant risk of harm or injury of any kind.
- 1.3. Compliance. All parties to this agreement shall identify and comply with applicable laws, regulations, policies, procedures and generally accepted standards. Each party will address any identified compliance gaps in a responsible and timely fashion.
- 1.4. Continual Improvement. Parties are expected to continually improve by setting performance objectives, executing plans and taking necessary corrective actions for deficiencies identified by any and all internal and/or external assessments.
- 1.5. Accuracy of Business Records. Parties shall ensure that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be accurate in all material respects. Records must be legible, transparent, and reflect actual transactions and payments and be open to inspection by the other party upon a reasonable request.
- 1.6. Accuracy of Student Records. Parties shall ensure that any and all student records conform to prescribed formats. Records must be legible, transparent, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection and review by other parties with legitimate educational interest upon a request.
- 1.7. Documentation. Parties shall maintain documentation necessary to demonstrate compliance with this Agreement and compliance with applicable state and federal statutes and regulations.
- 1.8. Local and Allocation Plans. Parties agree to the provisions of the Local and Allocation Plans as updated and approved by the CEO Council.
- 1.9. Provision of Free and Appropriate Public Education. The LEA is solely responsible for the provision of special education programs and services to eligible students enrolled in the LEA. The Parties understand and agree that the SELPA or EDCOE shall have no responsibility for the operation of any direct educational program service of any kind, that the SELPA has no duty or authority to provide FAPE to individual students, and that the SELPA has no duty or authority to make decisions regarding the educational programming of students enrolled in the LEA.




## 2. LEA RESPONSIBILITIES

- 2.1 Programs and Services. The LEA is solely and exclusive responsible for the following mandated activities in order to operate its special education programs and services for students enrolled in the LEA. As such, the LEA shall:
- 2.1.1. Select, employ, compensate, and determine the duties of, or establish appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates.
  - 2.1.2. Conduct and/or contract those programs operated by the LEA in conformance with the Local Plan and the state and federal mandates.
  - 2.1.3. Organize and administer the activities of the IEP teams, including the selection of the LEA staff and who will serve as members of the IEP team in conformance with Education Code Section 56341 and in compliance with the Local Plan.
  - 2.1.4. Develop and implement program objectives and the evaluation of the program effectiveness.
  - 2.1.5. Communicate with the parents and/or legal guardians of students in conformance with laws, regulations and the provisions of the Local Plan.
  - 2.1.6. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof.
  - 2.1.7. Provide for the continuous review of placements and the assessment procedures employed to insure their effectiveness and applicability, and insure the continued implementation and compliance with eligibility criteria.
  - 2.1.8. Provide for the integration of students with disabilities into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan.
  - 2.1.9. Conduct the review of individual placements requested by the parents and/or legal guardians of the student in accordance with the Local Plan.
  - 2.1.10. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation.
- 2.2. Fiscal Responsibilities. Receive and expend special education funding in accordance with the Charter SELPA Allocation Plan.
- 2.3. Restricted Funds. As a condition of membership and participation in the SELPA, LEA warrants and represents that at no time during the term of this Agreement and LEA's membership and participation in the SELPA shall the LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. All funding provided through the Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education



services. Nothing contained herein shall be interpreted as prohibiting any LEA from expending funds to contract with a state-certified nonpublic agency/school for the benefit of children served, in accordance with the approved master contract and individual services agreements as provided for in federal and state law.

- 2.4. Audit Report. Annually provide the SELPA with the LEA's annual, independent financial audit report, on or before December 20th each year, unless an extension has been granted by the State Controller's Office, in which case an extension will be granted to the charter as well. LEA further agrees to provide SELPA copies of any and all State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA be the subject of an investigation by any federal, state, or local agency, including but not limited to the Fiscal Crisis Management and Assistance Team ("FCMAT") arising out of or related to allegations of fiscal mismanagement, failure to meet generally accepted accounting principles, or any violation of a provision of law, the LEA shall immediately notify SELPA and provide the SELPA with a copy of any written correspondence related thereto.
- 2.5. Membership Responsibilities. Adhere to governance structure within SELPA Local Plan and Policies including designating appropriate representatives to serve on required councils and committees; ensure appropriate LEA representatives attend and participate in SELPA governance meetings as set forth in the Local Plan, Policies and Procedures.
- 2.6. Management Decisions. Consistent with this Agreement, LEA shall have full and exclusive authority and responsibility for classifying employment positions within their LEA. The managerial prerogatives of any participating LEA member shall not be infringed upon by any other participating LEA member except upon mutual consent of an affected LEA member(s), or unless as otherwise set forth. LEA shall not undertake to independently act on behalf of the SELPA or any of its members without express written authorization of the SELPA.
- 2.7. Participation. Ensure appropriate LEA representatives attend and participate in SELPA governance meetings and committees as set forth in the Local Plan, Policies and Procedures.
- 2.8. Reporting Requirements. Submit all required federal, state and SELPA reports and data requests in the prescribed format and at the specified due date. Upon written request by the SELPA, LEA shall provide any requested information, documents, writings, or information of any sort without delay, except as otherwise prohibited by law.
- 2.9. Indemnification and Hold Harmless. To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless the SELPA and its individual other members, EDCOE, the El Dorado County Superintendent of Schools, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arise in any manner



from an actual or alleged failure by LEA to fulfill one or more of the LEA member's obligations except to the extent that such suit arises from the SELPA, EDCOE, or the El Dorado County Superintendent of Schools' negligence.

### 3. **SELPA DUTIES AND RESPONSIBILITIES**

- 3.1 Services. In order to accomplish the goals set forth in the Local Plan, SELPA shall provide the following services and activities for the LEA:
- 3.1.1. Receive, compile, and submit required enrollment reports and compute all special education apportionments; receive data from LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted, and receive the special education apportionments as authorized by applicable law.
  - 3.1.2. Maintain SELPA policies and procedures for referring and placing individuals with exceptional needs who are enrolled in the LEA, including the methods and procedures for communication with the parents and/or guardians of the students according to SELPA Local Plan, Policies and Procedures.
  - 3.1.3. Coordinate the organization and maintenance of the Special Education Community Advisory Committee ("CAC") to coordinate the implementation of the Local Plan and provide for the attendance of designated members of the SELPA's staff at all regularly scheduled CAC meetings as required by law.
  - 3.1.4. Coordinate community resources with those provided by LEA and SELPA, including providing such contractual agreements as may be required.
  - 3.1.5. Coordinate state Quality Assurance Process.
  - 3.1.6. Provide alternative dispute resolution supports and services.
  - 3.1.7. Develop interagency referral and placement procedures.
  - 3.1.8. Provide regular personnel development training sessions for LEA staff responsible for administering or delivering special education programs and services.
  - 3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.
  - 3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:
    1. Evidenced Based Practices;
    2. Program Development and Improvement;
    3. Individual cases;
    4. State complaints;
    5. Requests for due process mediation and hearing; and
    6. Appropriate programs and services for specific pupils.



3.1.11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan.

- 3.2. Governance. Organize and maintain the governance structure of the Local Plan including various committees and councils to monitor the operations of the SELPA and make recommendations for necessary revisions, including, but not limited to, the Local Plan, Allocation Plan and Policies.
- 3.3. Data Reporting. Establish and maintain methods, timelines and forms to submit required federal, state and SELPA reports.
- 3.4. Public Meetings. Schedule public meetings for purposes of governance activities and adopting the Annual Service Plan and Budget Plan.
- 3.5. Fiscal Responsibilities. Receive, distribute, and oversee the expenditure of special education funds in accordance with federal and state regulations and the SELPA Allocation Plan.
- 3.6. Indemnification and Hold Harmless. The SELPA shall be held harmless and indemnify EDCOE and the El Dorado County Superintendent of Schools for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from EDCOE and the El Dorado County Superintendent of Schools' negligence.

#### **4. EDCOE DUTIES AND RESPONSIBILITIES**

- 4.1. The Parties understand that EDCOE is designated in the Local Plan as the "responsible local agency" for the SELPA. EDCOE shall receive and distribute state and federal special education funds pursuant to the Allocation Plan, provide administrative support, and coordinate implementation of the Local Plan in accordance with state and federal law.
- 4.2. EDCOE shall not be responsible for any LEA or SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

#### **5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA**

- 5.1. LEA may terminate this Agreement and participation in the SELPA in its sole discretion at the end of the fiscal year next occurring after having provided prior written notice to the SELPA, as follows:
  - 5.1.1. Prior initial written notice of intended termination to the SELPA at least twelve (12) months and one (1) day in advance of date of termination; and
  - 5.1.2. Final written notice of termination to the SELPA no more than six (6) months after the LEA's initial notice of intended termination.
- 5.2. The SELPA may initiate and complete termination of this Agreement and LEA's participation in the SELPA in its sole discretion in accordance with the process and standards in SELPA Policies. The SELPA will provide prior written notice to the LEA at least twelve (12) months as follows:
  - 5.2.1. Prior initial written notice of intended termination to the LEA at least twelve (12) months and one (1) day in advance of date of termination,





and

- 5.2.2. Final written notice of termination to the LEA no more than six (6) months after the SELPA's initial notice of intended termination.
- 5.3. Specifically the timeline and process above does not preclude the SELPA from initiating and completing the termination process in less than 12 months or by June 30 of the year immediately preceding the summary termination, if the member demonstrates:
  - 5.3.1. Egregious disregard of state and federal requirements to provide services to students; and/or
  - 5.3.2. Demonstrated systemic and material issues that would cause the SELPA to make a finding of "going concern" based on leadership, programmatic and/or fiscal solvency that would cause SELPA to reasonably believe the SELPA may be harmed by the continued membership of the LEA.

The standards and timeline as determined by the SELPA shall, at a minimum, provide the LEA a reasonable opportunity for prior written notice and an opportunity to be heard by the Membership Appeals Committee.

## **6. DISPUTE RESOLUTION**

Should a dispute arise relating to the responsibility for service provision, governance activities, the distribution of funding, if a party believes that an action taken by the CEO Council will create an undue hardship, or that the action taken exceeds the authority granted to the CEO Council within the Local Plan and/or state or federal statute, the aggrieved party may request a review of the action with the appropriate governing body or CDE as appropriate.

## **7. MUTUAL REPRESENTATIONS**

- 7.1. Authority and Capacity. The Parties have the authority and capacity to enter into this agreement.
- 7.2. Full Disclosure. All information heretofore furnished by the Parties for purposes of or in connection with this Agreement or any transaction contemplated hereby or thereby is true and accurate in all material respects on the date as of which such information is stated.
- 7.3. No Conflicts. Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.
- 7.4. Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties according to its terms.



**8. RESERVATION OF RIGHTS**

The Parties hereto agree that nothing contained in this Agreement or otherwise shall be deemed to have waived or modified any of their rights or remedies under the law.

**This agreement is entered into for the 2020-21 year and, absent a new agreement or termination, continues each year thereafter.**

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In accordance with SELPA policy, \_\_\_\_\_,

[INSERT Charter LEA Name]

**certifies that this agreement has been approved by the appropriate local board(s).**

**LEA**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Signature of CEO of Charter LEA**

\_\_\_\_\_  
[PRINT CEO Name, Title]

**EL DORADO COUNTY OFFICE OF EDUCATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ed Manansala, Ed.D., Superintendent  
El Dorado County Office of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
David M. Toston, Associate Superintendent  
SELPA Programs  
El Dorado County Office of Education

Approved by Sacramento Valley Charter School Board of Directors 05/\_\_\_/2020

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The Board of Directors (“Board”) of Sacramento Valley Charter School (“SVCS”) recognizes the need for a financial reserve to serve as a cushion against unexpected, but necessary, expenses or a sudden loss of income/funding as well as to build up money for long-term goals and future plans.

With this in mind, the Board establishes a Financial Reserve Policy with the goal of maintaining overall Financial Reserves in an amount sufficient to:

1. Meet the uncertainties of federal, State and local funding;
2. Provide prudent reserves to meet unexpected emergencies, economic uncertainties and catastrophic events equating to approximately three (3) months operating expenses;
3. Protect SVCS from unnecessary borrowing in order to meet cash-flow needs;
4. Help ensure a credit rating that would qualify the charter school for lower borrowing costs;
5. Allow SVCS to respond to unanticipated opportunities, such as the development of new programs;
6. Plan for ongoing program maintenance and upgrades; and,
7. Plan for extraordinary costs.

Collectively, items 1-4 above are defined as Operational Reserves, whereas items 5-7 above are defined as Program Reserves. In determining the ongoing, appropriate target for overall Financial Reserves, the Board will continue to consider a variety of factors and potential impacts on SVCS’ finances including, but not limited to, the predictability and volatility of its revenues and expenditures, and projected program and maintenance needs. It is the Board shall review such factors and the target for overall Financial Reserves annually.

#### **Operational Reserve**

SVCS should strive for an Operational Reserve of three months of operational expenses in unrestricted funds. For the purposes of this policy, Unrestricted Funds shall be comprised of Unrestricted Reserves as described in the California School Accounting Manual (CSAM) as having Resource Codes 0000-1999.

#### **Program Reserves**

Program Reserves are to be reviewed by the Board, taking into account the goals established by the Board in its strategic plan and any programmatic changes that may affect projected needs.

#### **Operational MOU Requirement**

As agreed to in the Operational MOU with SVCS’ charter authorizer, SVCS shall maintain a reserve of five (5) percent of annual expenditures or provide a written explanation to its authorizer if SVCS needs to maintain a lower reserve level.