



# Long Valley Charter School

*A Non-Profit Public Benefit Corporation*

## REGULAR BOARD MEETING

Thursday, October 12, 2023 at 5:45 PM

At Long Valley School  
436-965 Susan Drive, Doyle, CA 96109

Teleconference Participation available via Zoom

<https://us02web.zoom.us/j/88145071817?pwd=d2U4VHZQanIzOEtoTjNkd3l4SzRKUT09>

Teleconference participation is also available at these physical locations:

257 E. Sierra St. Suite C, Portola, CA 96122

995 Paiute Lane, Susanville, CA 96130

### Agenda

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Sherri Morgan, Executive Director/ Superintendent at 530-827-2395 at least 48 hours before the meeting, if possible.

We welcome you to this public meeting. Members of the public may be heard on any business item on the Board's Agenda during consideration of the item. Additionally, members of the public may address the Board on matters that are not on the agenda, but which are within the jurisdiction of the board; these comments can be made during Item V. A person addressing the Board will be limited to three (3) minutes unless the Chairperson of the Board grants a longer or shorter period of time depending upon the number of speakers and the size of the agenda.

**I. Call to order and roll call** Time: PM  
Shaun Giese  Wilma Kominek  Stacy Kirklin  Jason Ingram  Randi Collier

**II. Pledge of Allegiance**

**III. Approval of the Agenda**

**IV. Consent Agenda**

Board Items under the consent agenda are routine and will be enacted by one motion unless any member of the Board or public requests that an item be removed for separate consideration and placed in the regular order of business following approval of the consent agenda.

A. Board Minutes:

1. Regular Meeting: 9/14/23

B. Bills & Warrants: 8/1-8/31/23

C. Approval of Agreement for Data Privacy with Kelvin Education, Inc.

D. Memorandum of Understanding with Fort Sage Unified to provide one day of mental health counseling to their Herlong campus.

E. Quarterly Complaint Summary as of 9/30/23

**V. Public Comments**

An opportunity for any member of the public to address the Governing Board on any matter **not** on the Agenda, but which is within the jurisdiction of the Board.

**VI. Reports**

- A. Board Members
- B. Executive Director
- C. Finance Report
- D. Program Reports-submitted in writing: Campus Locations, Special Programs, Counseling, Adult Education, Curriculum, Intervention and Safety.

**VII. Information Items**

- A. i-Ready Scores
- B. Construction Update
- C. Review COVID-19 Plan
- D. Williams Review Report (draft)

**VIII. Action Items**

- A. Discussion and possible action regarding approval of updated Disposal of Surplus/Vehicle Replacement Policy 2002.
- B. Discussion and possible action regarding approval of updated Student Wellness Policy #6014.
- C. Discussion and possible action regarding approval of Annual Establishment of Enrollment Dates.
- D. Discussion and possible action regarding approval of new playground equipment for Doyle Campus.
- E. Discussion and possible action regarding approval of Law Enforcement Official on Campus Policy #5001.
- F. Discussion and possible action regarding approval of revised COVID-19 Health and Safety Policy#5010.

**IX. Future Items:** Annual Review of Parent Involvement Policy for Title 1 Funds; update of Telework Policy.

**X** Adjournment: Meeting adjourned at \_\_\_\_\_ PM. The next regular meeting will be held. Thursday, May 11, 2023

ZOOM details

Dial in: 1 669 900 6833

Meeting ID: 881 4507 1817

Passcode: 5ewyxJ or 559520

**REGULAR BOARD MEETING**

**Thursday, September 14, 2023 at 5:45 PM**

**At Long Valley School  
436-965 Susan Drive, Doyle, CA 96109**

**Minutes**

**I. Call to order and roll call** Time: 5:45PM  
Shaun Giese  Wilma Kominek  Stacy Kirklin  Jason Ingram  Randi Collier

**II. Pledge of Allegiance**

**III. Approval of the Agenda**

MSCU (Ingram/Kominek)

**IV. Consent Agenda**

Board Items under the consent agenda are routine and will be enacted by one motion unless any member of the Board or public requests that an item be removed for separate consideration and placed in the regular order of business following approval of the consent agenda.

A. Board Minutes:

- 1. Regular Meeting: 8/10/23
- 2. Special Meeting: 8/31/23

B. Bills & Warrants:

C. Confirmation of GigaKOM Agreement (e-rate)

D. Approval of Agreement with Butte-Glen Community College District for SWP Pathway Coordinator for 7/1/23-9/30/24.

E. Approval of CONSOLIDATED Application for 2023-24.

F. Approval of 2023-24 School Nursing MOU with Plumas Charter School.

MSCU (Kominek/Ingram)

**V. Public Comments**

An opportunity for any member of the public to address the Governing Board on any matter **not** on the Agenda, but which is within the jurisdiction of the Board.

**VI. Reports**

A. Board Members

B. Executive Director

C. Finance Report

D. Program Reports-submitted in writing: Campus Locations, Special Programs, Counseling, Adult Education, Curriculum, Intervention and Safety.

**VII. Information Items**

A. Planning for Vehicle Replacement

B. California Assessment of Student Performance and Progress (CAASPP) Scores

C. Playground Equipment

**VIII. Action Items**

A. Discussion and possible action regarding approval of 2022-23 Unaudited Actuals for LVS & TPC.

MSCU (Giese/Kirklin)

- B. Discussion and possible action regarding approval of Memorandum of Understanding for Adult Education for the 2023-24 school year.

MSCU (Kominek/Ingram)

- C. Discussion and possible action regarding approval of Amendment of Articles of Incorporation.

MSCU (Ingram/Giese)

- D. Discussion and possible action regarding approval of Appendix to the 7/1/21 Agreement for the College and Career Partnership with Butte-Glenn Community College District for Construction Course Dual Enrollment.

MSCU (Ingram/Kominek)

- E. Discussion and possible action regarding approval of updated High School Graduation Requirements for Science.

MSCU (Ingram/Kirklin)

- F. Discussion and possible action regarding approval of overnight field trips for high school football away games.

MSCU (Giese/Ingram)

- G. Discussion and possible action regarding approval of updated Expanded Learning Opportunities Plan.

MSCU (Ingram/Kirklin)

- H. Discussion and possible action regarding approval of addition of position #405-Classified Positions/ Bus Driver On-call Substitute.

MSCU (Giese/Ingram)

- I. Discussion and possible action regarding approval to update position #404 Clerical II-Business to Accounting Clerk in Column C.

MSCU (Giese/Kominek)

- J. Discussion and possible action regarding approval to add position #229--404 Certificated Substitute Position..

MSCU (Ingram/Kominek)

- K. Discussion and possible action regarding approval of increasing rate for substitute teachers.

MSCU (Ingram/Kirklin)

- L. Discussion and possible action regarding approval of LCAP Corrections.

MSCU (Giese, Ingram)

**IX. Future Items:** School Wellness #6014 Policy update, Playground Equipment, Vehicle Replacement

**X** Adjournment: Meeting adjourned at 6:34PM. The next regular meeting will be held. Thursday, October 12, 2023.


ZOOM details:

Dial in: 1 669 900 6833

Meeting ID: 815 9886 2218

Passcode: 8iGc7B or 601554

I've requested this to include which school each expenditure is for.--Sherri

Combined Board Check Register								
School: Long Valley								
Month: September 2023								
							<b>Total Paid By Check:</b> \$ 395,219.18	
							<b>Total Paid By Credit Card:</b> \$ 22,758.22	
Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount		
Check	77657	EdTec Inc	9/6/2023	Bill #29294--UPS Postage Charge		\$ 26.02		
Check	77658	TCSIG	9/6/2023	Bill #090123--Insurance Premium: September 2023		\$ 90,867.96		
Check	77659	Franklin Covey Client Sales, Inc	9/6/2023	Bill #IS10739807--Student Curriculum Companion Bill #IS10737316--Student Curriculum Companion		\$ 5,160.42		
Check	77660	Liberty Utilities	9/6/2023	Journal #LVCS1148-- Bill #6998559--Services: 07/18 - 08/17/23	Voided	\$ -		
Check	77661	Occupational Health Centers of the Southwest	9/6/2023	Bill #956486414--Services		\$ 83.00		
Check	77662	Morning Glory, Inc.	9/6/2023	Bill #395140--Food Services Bill #395291 C--Food Services		\$ 1,032.67		
Check	77663	Sarah Crumbaker-Froud	9/6/2023	Bill #083123--Reimb: Alaska Airline - Flight for 9/22 Inservice		\$ 286.10		
Check	77664	Accrediting Commission for Schools West Assoc of Schools & Colleges	9/6/2023	Bill #1320028--Annual Accreditation Membership Fee: 2023 - 2024		\$ 1,690.00		
Check	77665	AmeriGas	9/6/2023	Bill #3154051022--Services due by 09/21/23 Bill #3154051020--Services due by 09/21/23 Bill #3154051026--Services due by 09/21/23 Bill #3154051024--Services due by 09/21/23		\$ 51.44		
Check	77666	Bonanza Produce Co.	9/6/2023	Bill #03654836--Food Services		\$ 473.75		
Check	77667	Brady Industries	9/6/2023	Bill #8270967--Supplies		\$ 38.43		
Check	77668	Curriculum Associates	9/6/2023	Bill #90768496--Materials & Supplies Bill #90768425--Materials & Supplies		\$ 34,901.09		
Check	77669	Discount School Supply	9/6/2023	Bill #W05731490101--Materials & Supplies		\$ 1,183.38		
Check	77670	Houghton Mifflin Harcourt	9/6/2023	Bill #955900903--Materials & Supplies		\$ 870.87		
Check	77671	Lassen County Office of Education	9/6/2023	Bill #23/24-073--August Phone bill Bill #23/24-057--Master Agreement Bill #23/24-058--Master Agreement		\$ 55,262.00		
Check	77672	LEAF	9/6/2023	Bill #15217598--Copier Systems due by 09/16/23		\$ 616.98		
Check	77673	Liberty	9/6/2023	Bill #6998557--Services: 07/18 - 08/17/23		\$ 50.97		
Check	77674	Liberty	9/6/2023	Bill #6998558--Services: 07/18 - 08/17/23		\$ 91.84		
Check	77675	Liberty	9/6/2023	Bill #6998561--Services: 07/18 - 08/17/23		\$ 141.59		
Check	77676	Liberty	9/6/2023	Bill #6998560--Services: 07/18 - 08/17/23		\$ 137.32		
Check	77677	Liberty	9/6/2023	Bill #6998475--Services: 07/18 - 08/17/23		\$ 362.11		

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	77678	Liberty Utilities	9/6/2023	Bill #6998476--Utilities: 07/18 - 08/17/23		\$ 12.00
Check	77679	Accrediting Commission for Schools West Assoc of Schools & Colleges	9/13/2023	Bill #1322231--Annual Accreditation Membership Fee: 2023 - 2024		\$ 1,190.00
Check	77680	All Season Heating and Air Inc	9/13/2023	Bill #23-6274--Monthly Contract of Replacing Filters		\$ 550.15
Check	77681	Alpine Fire Services, Inc.	9/13/2023	Bill #09-06423--2 1/2 GAL Water Pressure Serviced		\$ 270.39
Check	77682	B A Murphy Electric	9/13/2023	Bill #INV0006--Repairs & Maintenance Svcs		\$ 390.00
Check	77683	Bonanza Produce Co.	9/13/2023	Bill #03656799--Food Services		\$ 529.45
Check	77684	C&S Waste Solutions of Lassen County	9/13/2023	Bill #175289171U037--Frontload 2Yd Recycle: 09/01-09/30/23		\$ 225.04
Check	77685	C&S Waste Solutions of Lassen County	9/13/2023	Bill #175288853U037--Frontload 6yd Recycle: 09/01 - 09/30/23		\$ 369.70
Check	77686	Country Breeze Cleaning	9/13/2023	Bill #August 2023--Once Weekly Cleaning Admin Office August 08/04 08/11 08/18 - 08/25/23		\$ 520.00
Check	77687	Curriculum Associates	9/13/2023	Bill #90770037--Materials & Supplies		\$ 2,054.08
Check	77688	Dell Marketing LP	9/13/2023	Bill #10696915621--Books & Supplies		\$ 1,048.35
Check	77689	Forest Office Equipment	9/13/2023	Bill #SV006160--Equipment Leases		\$ 974.38
Check	77690	Gigakom	9/13/2023	Bill #H2349MC-1--Extreme Networks Power Supply - TAA Compliance		\$ 880.39
Check	77691	Melissa Huffman	9/13/2023	Bill #090423--Supervision Paperwork & Consultation: July & August 2023		\$ 400.00
Check	77692	Intermountain Disposal, Inc.	9/13/2023	Bill #082823--Utilities		\$ 76.87
Check	77693	Law Offices of Young, Minney & Corr, LLP	9/13/2023	Bill #6347--Svcs: 08/03 - 08/30/23		\$ 1,785.00
Check	77694	Morning Glory, Inc.	9/13/2023	Bill #395355 A--Food Services		\$ 251.78
Check	77695	Plumas Charter School	9/13/2023	Bill #092023--School Nurse Service & Monthly Flat Rate Fee: September 2023		\$ 450.00
Check	77696	Plumas-Sierra Rural Electric Cooperative	9/13/2023	Bill #083123--Utilities: 07/17 - 08/16/23		\$ 2,534.84
Check	77697	Plumas-Sierra Telecommunications	9/13/2023	Bill #083123--Communications due by 09/21/23		\$ 25.00
Check	77698	ReliaStar Life Insurance Company	9/13/2023	Bill #12A5047283--Employee Benefits: 09/01 - 09/30/23		\$ 633.75
Check	77699	Sean Bittle Turf & Irrigation	9/13/2023	Bill #417--Landscape Maintenance Service: Aujust 2023		\$ 2,900.00
Check	77700	Staples	9/13/2023	Bill #3546028944--Supplies Bill #3546028946--Supplies Bill #3546028942--Supplies Bill #3546028945--Supplies Bill #3546028947--Supplies		\$ 2,071.33

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	77701	Ubeo Business Services	9/13/2023	Bill #4238134--Contract Base Rate Charge for 09/01 - 09/30/23 Bill #4238136--Contract Base Rate Charge for 10/01 - 10/31/23 Bill #4238133--Contract Base Rate Charge for 09/01 - 09/30/23 & Contract Usage Charge: 09/01 - 08/31/23 Bill #4238135--Contract Base Rate Charge for 09/01 - 11/30/23		\$ 599.80
Check	77702	US Foods	9/13/2023	Bill #4198986--Food Services Bill #4198987--Food Services Bill #4029113--Food Services Bill #4198985--Food Services		\$ 2,638.07
Check	77703	Kelly Wynn	9/13/2023	Bill #090523--Reimb: Marriott Hotel for Leadership Institute PD		\$ 561.26
Check	77704	Alhambra	9/22/2023	Bill #19699387 090723--Products & other Charges due by 09/30/23		\$ 161.35
Check	77705	Amazon Capital Services	9/22/2023	Bill #16NC-G1DG-Y777--Supplies Bill #1KY9-LHHW-FYRX--Supplies Bill #1QXJ-Q4LM-V4G7--Supplies Bill #1VYG-N34X-VG3C--Supplies Bill #16K4-4FDY-Y3LM--Supplies Bill #1VWM-T9F3-QLFM--Supplies Bill #11GY-QFVL-4J1N--Supplies Bill #1PP1-63WG-4P3M--Supplies Bill #1X1R-1FDQ-1NK3--Supplies Bill #13R4-4QGK-D3LJ--Supplies Bill #11M4-PT1C-NCYT--Supplies Bill #11FG-6GK6-WVC3--Supplies Bill #1FCX-763P-6TVD--Supplies Bill #16JH-7Y9P-NWKY--Supplies Bill #1RMG-7XNK-NYM7--Supplies Bill #1DCP-JDFT-YX11--Supplies Bill #11MV-L9MN-F6RJ--Supplies Bill #113L-CRC3-9YYC--Supplies Bill #1RGV-DM7V-P1QK--Supplies Bill #1CKX-WQKV-H4DX--Supplies Bill #19JM-RPVP-QX47--Supplies Bill #1KY9-LHHW-YHT4--Supplies Bill #1WFM-L6XF-KPPF--Supplies		\$ 5,194.92
Check	77706	AT&T	9/22/2023	Bill #000020467877--Communications: 08/01 - 08/31/23		\$ 65.27
Check	77707	Bonanza Produce Co.	9/22/2023	Bill #03658713--Food Services		\$ 603.75

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	77708	Brady Industries	9/22/2023	Bill #8300742--Supplies Bill #8300744--Supplies Bill #8300743--Supplies		\$ 548.69
Check	77709	California Department of Education	9/22/2023	Bill #24 SF-44962--Supplies		\$ 25.35
Check	77710	Kathryn Campbell	9/22/2023	Bill #091523--Reimb: Mileage		\$ 65.50
Check	77711	Canon Financial Service, Inc	9/22/2023	Bill #31193641--Contract & Insurance Charge: 10/01 - 10/31/23		\$ 189.20
Check	77712	City of Portola	9/22/2023	Bill #090523--Water Sewer Solid Waste & Landfill due by 09/25/23 Bill #091623--Water Sewer Solid Waste & Landfill due by 09/25/23		\$ 113.23
Check	77713	Classroom Resource Center	9/22/2023	Bill #2028695--Materials & Supplies		\$ 818.91
Check	77714	Occupational Health Centers of the Southwest	9/22/2023	Bill #956539013--Services		\$ 56.00
Check	77715	Curriculum Associates	9/22/2023	Bill #90773478--Materials & Supplies Bill #90770761--Materials & Supplies		\$ 13,133.13
Check	77716	Department of Justice - Accounting Office	9/22/2023	Bill #682176--Fingerprint Apps & FBI: August 2023		\$ 79.00
Check	77717	Dept Consumer and Business SVCS	9/22/2023	Bill #1784684-1--WBF hours		\$ 15.84
Check	77718	DiPietro & Associates Inc	9/22/2023	Bill #0823170--Annual AED Program Management: 09/01/23 - 08/14/24		\$ 189.76
Check	77719	Heartland Payment Systems	9/22/2023	Bill #HSSREC028387--Mosaic Cloud Front of the House: 08/01/23 - 07/31/24		\$ 2,200.00
Check	77720	Lassen Municipal Utility District	9/22/2023	Bill #091023--Services due by 09/29/23		\$ 1,239.79
Check	77721	Lassen Municipal Utility District	9/22/2023	Bill #091023--Services due by 09/29/23		\$ 54.64
Check	77722	Morning Glory, Inc.	9/22/2023	Bill #26003--Food Services Bill #395455 A--Food Services Bill #395209--Food Services Bill #395319--Food Services		\$ 467.43
Check	77723	Plumas-Sierra Telecommunications	9/22/2023	Bill #083123--Communications due by 09/21/23		\$ 380.89
Check	77724	Scholastic	9/22/2023	Bill #M7435498 6--Materials & Supplies		\$ 314.80
Check	77725	Staples	9/22/2023	-- Bill #3546805790--Supplies Bill #3546805787--Supplies Bill #3546805785--Supplies -- --		\$ 1,551.71
Check	77726	Studies Weekly	9/22/2023	Bill #488940--Books & Supplies Bill #488952--Books & Supplies Bill #488941--Books & Supplies Bill #488942--Books & Supplies		\$ 3,378.05



Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	77727	Susanville Sanitary District	9/22/2023	Bill #090123--Sewer Services: 09/01 - 10/31/23		\$ 52.00
Check	77728	Tom Hammond Inc.	9/22/2023	Bill #40901--gas purchase Bill #40916--gas purchase Bill #40920--gas purchase Bill #40854--gas purchase Bill #40911--gas purchase Bill #40908--gas purchase Bill #40853--gas purchase		\$ 1,496.10
Check	77729	US Foods	9/22/2023	Bill #4385776--Food Services Bill #4385775--Food Services		\$ 1,605.15
Check	77730	3P Learning	9/29/2023	Bill #INV-US-17636--Mathseeds Subscription expired on 06/30/24		\$ 1,000.00
Check	77731	Amazon Capital Services	9/29/2023	Bill #1ML4-4LLL-GD9G--Supplies Bill #1FRT-TXFD-1KM6--Supplies Bill #1L6F-JRW7-HN7J--Supplies Bill #1911-K39C-KKMD--Supplies Bill #1HM4-RVMN-7VH4--Supplies Bill #17J7-1K9X-3VX6--Supplies Bill #11LJ-QXX6-3DD4--Supplies Bill #1GFT-NJ63-Q6C3--Supplies Bill #1NH3-LCJ7-MC3K--Supplies Bill #1VM3-DNML-914G--Supplies		\$ 1,298.80
Check	77732	Bonanza Produce Co.	9/29/2023	Bill #03660779--Food Services		\$ 752.85
Check	77733	Kathryn Campbell	9/29/2023	Bill #091823--Reimb: Sam's Club Food & Costco food		\$ 525.09
Check	77734	CharterSAFE	9/29/2023	Bill #43640--Workers' Compensation Audit - 22/23		\$ 11,197.18
Check	77735	City of Susanville	9/29/2023	Bill #091823--Gas & Water Reading: 08/19 - 09/18/23		\$ 55.65
Check	77736	City of Susanville	9/29/2023	Bill #091823--Gas & Water Reading: 08/19 - 09/18/23		\$ 101.51
Check	77737	Current Electric & Alarm Inc	9/29/2023	Bill #046847--Monitoring Electronic Fire Alarm System		\$ 165.00
Check	77738	EdTec Inc	9/29/2023	Bill #28013--EdTec Monthly Back Office Service - September 2023		\$ 14,166.67
Check	77739	Frontier	9/29/2023	Bill #091023--Services due by 10/04/23		\$ 766.16
Check	77740	IT Management Corp	9/29/2023	Bill #9893--Services due by 10/12/23		\$ 1,845.90
Check	77741	James Merzon	9/29/2023	Bill #090523--Water Sewer Solid Waste & Landfill due by 09/25/23		\$ 78.32
Check	77742	JM Plumbing	9/29/2023	Bill #53549--Services		\$ 2,387.74
Check	77743	McRuffy Press, LLC	9/29/2023	Bill #7943--Preschool Language Arts Curriculum		\$ 464.85
Check	77744	Morning Glory, Inc.	9/29/2023	Bill #395535 A--Food Services		\$ 220.13
Check	77745	Stephanie Preston	9/29/2023	Bill #091523--Reimb: Purchase of Gift Cards for TPC Incentive Program		\$ 305.00
Check	77746	Kathy Putkey	9/29/2023	Bill #091523--Reimb: Mileage		\$ 1,000.84

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	77747	Rainbow Resource Center, Inc.	9/29/2023	Bill #4200172--D'Aularies Greek Myths Student Guide -2nd Edtn		\$ 44.63
Check	77748	RosettaStone LLC	9/29/2023	Bill #11961097--Materials & Supplies		\$ 1,200.00
Check	77749	Staples	9/29/2023	Bill #3547195090--Supplies Bill #3547195093--Supplies Bill #3547195091--Supplies Bill #3547195092--Supplies Bill #3547195088--Supplies Bill #3547195086--Supplies Bill #3547195083--Supplies Bill #3547195094--Supplies		\$ 768.18
Check	77750	Stericycle Inc	9/29/2023	Bill #8004651781--Regular Service & Recycling Recovery Fuel & Environmental Surcharge		\$ 137.01
Check	77751	Auto Repair by Steve	9/29/2023	Bill #001855--Services; 09/19/23 Bill #001857--Services; 09/21/23		\$ 450.00
Check	77752	Studies Weekly	9/29/2023	Bill #491702--Books & Supplies		\$ 327.71
Check	77753	TCSIG	9/29/2023	Bill #092323--Insurance Premium: October 2023		\$ 97,860.04
Check	77754	US Foods	9/29/2023	Bill #4562076--Food Services		\$ 1,953.16
Check	77755	William H. Sadlier, Inc	9/29/2023	Bill #INV186466--SadlierMath SE Grk Vol1		\$ 125.21
Check	77660A	Liberty Utilities	9/27/2023	adding back in. The school said the vendor is going to try and deposit.		\$ 102.76
Check	CR77730	Liberty Utilities	9/27/2023	Bill #6998559--Services: 07/18 - 08/17/23		\$ 102.76
Check	DB090723	STAMPS.COM Inc	9/7/2023	DB090723 - STAMPS.COM Inc		\$ 250.00
Check	DB092523	USDA Rural Development	9/25/2023	DB092523 - USDA Rural Development		\$ 4,296.00
Credit Card	9515-5946	TEACHERSPAYTEACHERS.COM	9/20/2023	09/01 - TEACHERSPAYTEACHERS.COM		\$ 157.78
Credit Card	9515-5946	The Webstaurant Store	9/20/2023	09/04 - The Webstaurant Store		\$ 2,150.14
Credit Card	9515-5946	SUPREME SCHOOL SPLY WEB	9/20/2023	09/04 - SUPREME SCHOOL SPLY WEB		\$ 32.57
Credit Card	9515-5946	OTC Brands Inc.	9/20/2023	09/08 - OTC Brands Inc.		\$ 98.59
Credit Card	9515-5946	Ntlrest Servsafe	9/20/2023	09/13 - Ntlrest Servsafe		\$ 15.00
Credit Card	9515-5946	SP ESSENTIALS IN WRITING	9/20/2023	09/14 - SP ESSENTIALS IN WRITING		\$ 217.00
Credit Card	9515-5946	Diamond Mountain Casino & Hotel	9/20/2023	09/14 - Diamond Mountain Casino & Hotel		\$ 51.51
Credit Card	9515-5946	SP DIANE ALBER	9/20/2023	09/18 - SP DIANE ALBER		\$ 209.66
Credit Card	9515-5946	Ntlrest Servsafe	9/20/2023	09/18 - Ntlrest Servsafe		\$ 15.00
Credit Card	9515-5946	Ntlrest Servsafe	9/20/2023	09/18 - Ntlrest Servsafe		\$ 15.00
Credit Card	9515-5946	TEACHING TEXTBOOKS	9/20/2023	09/18 - TEACHING TEXTBOOKS		\$ 58.95
Credit Card	9515-5946	TEACHERSPAYTEACHERS.COM	9/20/2023	09/19 - TEACHERSPAYTEACHERS.COM		\$ 70.00
Credit Card	9515-5946	Bookshark	9/20/2023	09/19 - Bookshark		\$ 82.93

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Credit Card	9515-5946	SQ *ROTO-ROOTER RENO	9/20/2023	09/19 - SQ *ROTO-ROOTER RENO		\$ 683.99
Credit Card	9515-5946	DIRECTLY YOURS INC-ECOM	9/20/2023	08/24 - DIRECTLY YOURS INC-ECOM		\$ 129.08
Credit Card	9515-5946	THRESHOLD VISITOR MGMT	9/20/2023	08/25 - THRESHOLD VISITOR MGMT		\$ 220.47
Credit Card	9515-5946	WAL-MART	9/20/2023	09/08 - WAL-MART		\$ 283.26
Credit Card	9515-5946	SQ *ROTO-ROOTER RENO	9/20/2023	09/15 - SQ *ROTO-ROOTER RENO		\$ 406.00
Credit Card	9515-5946	SQ *ROTO-ROOTER RENO	9/20/2023	09/15 - SQ *ROTO-ROOTER RENO		\$ 86.00
Credit Card	9515-5946	Maverik	9/20/2023	09/20 - Maverik		\$ 69.80
Credit Card	9515-5946	ESTY.COM	9/20/2023	08/24 - ESTY.COM		\$ 12.99
Credit Card	9515-5946	CUE STRIPE ACCOUNT	9/20/2023	08/30 - CUE STRIPE ACCOUNT		\$ 20.00
Credit Card	9515-5946	PAY.GOV	9/20/2023	09/13 - PAY.GOV		\$ 233.73
Credit Card	9515-5946	LASSEN PBS PAYMENTS SUSANVILLE CA	9/20/2023	09/13 - LASSEN PBS PAYMENTS SUSANVILLE CA		\$ 9,349.30
Credit Card	9515-5946	THE WHITE HOUSE SUSANVILLE CA	9/20/2023	09/15 - THE WHITE HOUSE SUSANVILLE CA		\$ 41.65
Credit Card	9515-5946	MIAPLAZA	9/20/2023	08/22 - MIAPLAZA		\$ 240.00
Credit Card	9515-LVCS	RIDGE LIGHT RANCH RIDGELIGHTRAN AZ	9/20/2023			\$ -
Credit Card	9515-5946	RIDGE LIGHT RANCH RIDGELIGHTRAN AZ	9/20/2023	08/22 - RIDGE LIGHT RANCH RIDGELIGHTRAN AZ		\$ 39.98
Credit Card	9515-5946	RONPAULCURRICULUM.COM	9/20/2023	08/23 - RONPAULCURRICULUM.COM		\$ 350.00
Credit Card	9515-5946	TEACHERSPAYTEACHERS.COM	9/20/2023	08/24 - TEACHERSPAYTEACHERS.COM		\$ 28.75
Credit Card	9515-5946	Grand Sierra Rsrt & casino	9/20/2023	08/25 - Grand Sierra Rsrt & casino		\$ 207.00
Credit Card	9515-5946	KA PRAO THAI CUISINE	9/20/2023	08/31 - KA PRAO THAI CUISINE		\$ 57.48
Credit Card	9515-5946	THE POKE CO SAN DIEGO CA	9/20/2023	08/31 - THE POKE CO SAN DIEGO CA		\$ 85.00
Credit Card	9515-5946	Reno-Tahoe International Airport	9/20/2023	09/01 - Reno-Tahoe International Airport		\$ 48.00
Credit Card	9515-5946	San Diego Marriott Mission Valley	9/20/2023	09/01 - San Diego Marriott Mission Valley		\$ 39.25
Credit Card	9515-5946	San Diego Marriott Mission Valley	9/20/2023	09/04 - San Diego Marriott Mission Valley		\$ 39.25
Credit Card	9515-5946	San Diego Marriott Mission Valley	9/20/2023	09/04 - San Diego Marriott Mission Valley		\$ 561.26
Credit Card	9515-5946	Ntrest Servsafe	9/20/2023	09/13 - Ntrest Servsafe		\$ 15.00
Credit Card	9515-5946	MONTEREY BAY AQUARIUM	9/20/2023	09/13 - MONTEREY BAY AQUARIUM		\$ 139.85
Credit Card	9515-5946	USPS PO	9/20/2023	09/15 - USPS PO		\$ 13.75
Credit Card	9515-5946	JURASSIC	9/20/2023	09/20 - JURASSIC		\$ 120.46
Credit Card	9515-5946	JURASSIC	9/20/2023	09/20 - JURASSIC		\$ 75.22

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Credit Card	9515-5946	JURASSIC	9/20/2023	09/20 - JURASSIC		\$ 120.46
Credit Card	9515-5946	EDUCATION_COM PREMIUM EDUCATION.COM	9/20/2023	08/28 - EDUCATION_COM PREMIUM EDUCATION.COM		\$ 119.88
Credit Card	9515-5946	San Diego Marriott Mission Valley	9/20/2023	08/31 - San Diego Marriott Mission Valley		\$ 28.60
Credit Card	9515-5946	Reno-Tahoe International Airport	9/20/2023	09/01 - Reno-Tahoe International Airport		\$ 36.00
Credit Card	9515-5946	OAKLAND DRAUGHT HOUSE	9/20/2023	09/04 - OAKLAND DRAUGHT HOUSE		\$ 65.37
Credit Card	9515-5946	Zoom.us	9/20/2023	08/23 - Zoom.us		\$ 149.90
Credit Card	9515-5946	Costco Whse	9/20/2023	08/31 - Costco Whse		\$ 294.71
Credit Card	9515-5946	SURVEYMONK	9/20/2023	08/24 - SURVEYMONK		\$ 276.00
Credit Card	9515-5946	WAL-MART	9/20/2023	08/28 - WAL-MART		\$ 34.77
Credit Card	9515-5946	VISTAPRINT	9/20/2023	08/28 - VISTAPRINT		\$ 51.95
Credit Card	9515-5946	Zoom.us	9/20/2023	09/01 - Zoom.us		\$ 749.50
Credit Card	9515-5946	WAL-MART	9/20/2023	09/07 - WAL-MART		\$ 58.24
Credit Card	9515-5946	Zoom.us	9/20/2023	09/11 - Zoom.us		\$ 584.86
Credit Card	9515-5946	WAL-MART	9/20/2023	09/12 - WAL-MART		\$ 30.48
Credit Card	9515-5946	WAL-MART	9/20/2023	09/18 - WAL-MART		\$ 58.26
Credit Card	9515-5946	Susanville Supermark	9/20/2023	09/20 - Susanville Supermark		\$ 59.96
Credit Card	9515-5946	USPS PO	9/20/2023	09/20 - USPS PO		\$ 18.76
Credit Card	9515-5946	7-Eleven	9/20/2023	08/24 - 7-Eleven		\$ 61.01
Credit Card	9515-5946	7-Eleven	9/20/2023	08/24 - 7-Eleven		\$ 50.52
Credit Card	9515-5946	7-Eleven	9/20/2023	08/28 - 7-Eleven		\$ 75.87
Credit Card	9515-5946	SAMS CLUB	9/20/2023	08/31 - SAMS CLUB		\$ 180.26
Credit Card	9515-5946	CRESCO RESTAURANT EQUIPM RENO	9/20/2023	08/31 - CRESCO RESTAURANT EQUIPM RENO		\$ 156.98
Credit Card	9515-5946	Costco Whse	9/20/2023	08/31 - Costco Whse		\$ 280.96
Credit Card	9515-5946	7-Eleven	9/20/2023	09/01 - 7-Eleven		\$ 50.00
Credit Card	9515-5946	Troys Automotive	9/20/2023	09/01 - Troys Automotive		\$ 150.00
Credit Card	9515-5946	7-Eleven	9/20/2023	09/04 - 7-Eleven		\$ 115.95
Credit Card	9515-5946	7-Eleven	9/20/2023	09/04 - 7-Eleven		\$ 55.50
Credit Card	9515-5946	San Diego Marriott Mission Valley	9/20/2023	09/04 - San Diego Marriott Mission Valley		\$ 561.26
Credit Card	9515-5946	QUOBA	9/20/2023	09/04 - QUOBA		\$ 1,069.12
Credit Card	9515-5946	7-Eleven	9/20/2023	09/11 - 7-Eleven		\$ 111.70
Credit Card	9515-5946	7-Eleven	9/20/2023	09/18 - 7-Eleven		\$ 40.00
Credit Card	9515-5946	7-Eleven	9/20/2023	09/18 - 7-Eleven		\$ 30.00
Credit Card	9515-5946	LYFT	9/20/2023	08/30 - LYFT		\$ 41.65
Credit Card	9515-5946	LYFT	9/20/2023	08/30 - LYFT		\$ 7.75
Credit Card	9515-5946	LYFT	9/20/2023	08/31 - LYFT		\$ 18.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.



**VENDOR SPECIFIC STUDENT DATA PRIVACY AGREEMENT**

**CA-NDPA**

**Vendor Specific**

**Version 1.0**

**(10.25.20)**

**Sacramento County Office of Ed**

**and**

**Kelvin Education, Inc.**

05-10-2023



This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:  
Sacramento County Office of Ed , located at PO Box 269003 Sacramento CA 95826  
(the “**Local Education Agency**” or “**LEA**”) and  
Kelvin Education, Inc. , located at 300 Spectrum Center Drive, Suite 400, Irvine, CA 92618  
(the “**Provider**”).

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations  
and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
  - If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
  - If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
  - If checked, LEA and Provider agree to the additional terms of modifications set forth in **Exhibit “H”**.
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Nancy Herota Title: Deputy Superintendent

Address: PO Box 269003, Sacramento, CA 95826

Phone: 916-228-2500 Email: nherota@scoe.net

The designated representative for the Provider for this DPA is:

Name: James Schneider Title: Chief Executive Officer

Address: 300 Spectrum Center Drive, Suite 400, Irvine, CA 92618

Phone: 949-540-8609 Email: hello@kelvin.education

**IN WITNESS WHEREOF**, LEA and Provider execute this DPA as of the Effective Date.

**LEA: Sacramento County Office of Ed**

By: *Nancy Herota* Date: 06-07-2023

Printed Name: Nancy Herota Title/Position: Deputy Superintendent

**PROVIDER: Kelvin Education, Inc.**

By: *James Schneider* Date: 06-06-2023

Printed Name: James Schneider Title/Position: Chief Executive Officer



## **STANDARD CLAUSES**

Version 3.0

### **ARTICLE I: PURPOSE AND SCOPE**

- Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
- Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
- DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

- Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
- Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### **ARTICLE III: DUTIES OF LEA**

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### **ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

## **ARTICLE V: DATA PROVISIONS**

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

## **ARTICLE VI: GENERAL OFFER OF TERMS**

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

## **ARTICLE VII: MISCELLANEOUS**

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES**

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE.  
IF MORE THAN ONE PRODUCT (RESOURCE) OR SERVICE IS INCLUDED, LIST  
EACH PRODUCT (RESOURCE) HERE]

Kelvin Pulse is a survey and data gathering platform that allows for analytical understanding of class, school, and district conditions for the purpose of increasing student wellness and education effectiveness. Clients receive access to Pulse, data management and storage, and customer support. In particular:

1. Kelvin will obtain data from LEA's student information system (SIS) in the fields designated in Exhibit B, Schedule of Data for teachers and students. Kelvin will not have access to the non-designated fields within the LEA's SIS.
2. Kelvin will utilize the student-level and teacher-level data to establish individual records and send surveys to LEA's teachers and students and with appropriate consent via Pulse.
3. Kelvin will collect student survey results and maintain them with corresponding individual records.
4. Kelvin will collect teacher survey results in aggregate form and in a manner to maintain anonymity. Survey completion status or results will not be able to be associated with individual teachers.
5. Kelvin will report survey results in an anonymous format to individual school staff designated by LEA as having a legitimate educational interest in the records. Kelvin will not report on student or teacher demographic information in cases where there are 10 or less persons.
  - a. Only administrators designated by LEA will have access to individual student-data.
6. Kelvin will provide de-identified data for the CalHOPE Mindfulness and Wellbeing Survey responses to the University of California Berkeley (UC Berkeley or Researcher) for research purposes, as set forth in the National Research Data Privacy Agreement (NRDPA) between UC Berkeley and LEA, Exhibit A if LEA has signed onto the NRDPA.
  - a. When reporting school-level data, Kelvin will present data to UC Berkeley utilizing a Kelvin-generated school code, Kelvin-generated classroom code #1 (elementary only), and Kelvin generated-student code. No demographic information will be reported at the school-level.
    - i. Kelvin will not allow UCB any access to information about how the unique identifiers are generated and assigned.
    - ii. The unique identifiers cannot be used to identify a student or match the information from education records with data from any other source.
    - iii. The record descriptor may not be based on a student's personal information, such as social security number.
    - iv. Kelvin will suppress data prior to transfer to UCB if there are 10 or less students surveyed within a grade at a given school.
  - b. Kelvin will provide LEA's aggregate data at the statewide level to UC Berkeley.
    - i. Kelvin will suppress aggregate data at the statewide level that fails to meet the size requirements specified in 5.c below.
    - ii. Kelvin will present data utilizing a Kelvin-generated school code and a different Kelvin-generated classroom code (elementary only) than that utilized at the school level (classroom code #2). The classroom code used for statewide reporting will be a different datacode than the one generated to provide school-level data to Researcher.
  - c. Student Data fields will not be released if there are 10 or fewer students in the field alone or in combination with other data fields.

Kelvin will enter into a written agreement with UC Berkeley requiring Researcher to comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.



I have reviewed and completed Exhibit A. (which includes adding all resources under your company's catalog that will be covered by this DPA)

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>



Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/ performance scores	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>



I have reviewed and selected only the Data Elements that we need to collect in order to provide the Services.

## EXHIBIT "C" DEFINITIONS

**De-Identified Data and De-Identification:** Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

\_\_\_\_\_ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

\_\_\_\_\_ Disposition is complete. Disposition extends to all categories of data.

2. Nature of Disposition

\_\_\_\_\_ Disposition shall be by destruction or deletion of data.

\_\_\_\_\_ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

3. Schedule of Disposition

Data shall be disposed of by the following date:

\_\_\_\_\_ As soon as commercially practicable.

\_\_\_\_\_ By \_\_\_\_\_

4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of Company

\_\_\_\_\_  
Date

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and

**Sacramento County Office of Ed**

("Originating LEA") which is dated 05-10-2023, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

hello@kelvin.education

**PROVIDER:** \_\_\_\_\_ Kelvin Education, Inc. \_\_\_\_\_

BY: \_\_\_\_\_ *James Schneider* \_\_\_\_\_ Date: 06-06-2023

Printed Name: \_\_\_\_\_ James Schneider \_\_\_\_\_ Title/Position: \_\_\_\_\_ Chief Executive Officer

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Sacramento County Office of Ed and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

**LEA:** \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA:

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT “F”**  
**DATA SECURITY REQUIREMENTS**

**Adequate Cybersecurity Frameworks**  
**2/24/2020**

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* (“Cybersecurity Frameworks”) that may be utilized by Provider .

Cybersecurity Frameworks

	<b>MAINTAINING ORGANIZATION/GROUP</b>	<b>FRAMEWORK(S)</b>
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

Kelvin Education follows the SOC 2 security framework.

## EXHIBIT “G”

### Supplemental SDPC State Terms for California

#### Version 1.0

This Amendment for SDPC State Terms for California (“**Amendment**”) is entered into on the date of full execution (the “**Effective Date**”) and is incorporated into and made a part of the Student Data Privacy Agreement (“**DPA**”) by and between:

Sacramento County Office of Ed , located at PO Box 269003, Sacramento CA 95826

(the “**Local Education Agency**” or “**LEA**”) and  
Kelvin Education, Inc. , located at 300 Spectrum Center Drive, Suite 400, Irvine, CA 92618  
(the “**Provider**”).

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

**WHEREAS**, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“**PPRA**”) at 20 U.S.C. § 1232h; and the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

**WHEREAS**, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act (“**SOPIPA**”) at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 (“**AB 1584**”) at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

**WHEREAS**, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

**NOW, THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. **Term.** The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.
2. **Modification to Article IV, Section 7 of the DPA.** Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:



Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data ~~(i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services~~ or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

**LEA: Sacramento County Office of Ed**

By: Nancy Herota Date: 06-07-2023

Printed Name: Nancy Herota Title/Position: Deputy Superintendent

**Provider:** Kelvin Education, Inc.

By: James Schneider Date: 06-06-2023

Printed Name: James Schneider Title/Position: Chief Executive Officer

## EXHIBIT "H" – Additional Terms or Modifications

Version                     Kelvin Education, Inc.

LEA and Provider agree to the following additional terms and modifications:

### ARTICLE V: DATA PROVISIONS

- 2. Audits.** No more than once a year, or following unauthorized access, ~~upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA.~~ The LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to protect said Student Data. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's ~~facilities,~~ staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

### ARTICLE VII: MISCELLANEOUS

- 1. Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence ~~as to those terms specifically regarding the Provider's compliance with the privacy protections associated with the collection, storage, and use of the Student Data as set forth herein.~~ In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

# kelvin

## Order Form

Prepared for:

**Kelvin Education, Inc.**  
 300 Spectrum Center Drive, Suite 400  
 Irvine CA 92618  
 United States  
[www.kelvin.education](http://www.kelvin.education)

Long Valley Charter School  
 436-965 Susan Dr.  
 Doyle CA, 96109

**Service Term: July 1, 2023 - June 30, 2025**

Service or Product	Price	CalHOPE Grant	Unit	Annual fee (USD)
<b>Year 1: 2023 - 2024</b>				
Pulse - Unlimited Pulses for students and staff	\$1,500.00	-\$3,000.00	2	\$0.00
<input checked="" type="checkbox"/> Family Pulse - Unlimited Pulses for families	\$500.00	\$0.00	2	\$1,000.00
<input type="checkbox"/> Premium Pulse Services - Customized reporting	\$1,000.00	\$0.00	1	\$1,000.00
				<b>\$1,000.00</b>
<b>Year 2: 2024 - 2025</b>				
Pulse - Unlimited Pulses for students and staff	\$1,500.00	-\$3,000.00	2	\$0.00
<input type="checkbox"/> Family Pulse - Unlimited Pulses for families	\$500.00	\$0.00	2	\$1,000.00
<input type="checkbox"/> Premium Pulse Services - Customized reporting	\$1,000.00	\$0.00	1	\$1,000.00
				<b>\$0.00</b>
<b>Total</b>				<b>\$1,000.00</b>

Please provide us with a Purchase Order number if a fee is due.

Purchase Order Number  **Kelvin PO 141.pdf**

Questions or concerns? Please contact us at [hello@kelvin.education](mailto:hello@kelvin.education)

Promptly after the beginning of each Service Term, Kelvin will invoice, and Customer will pay, the Total Annual Fee listed for such Service Term. If Customer uses a Service for more than the Number of Students included in the Annual Fee for such Service as set forth above, then Customer will pay Kelvin an annual overage fee of \$3.00 per additional student ("Overage Fee"). In no event will use of a Service for less than the Number of Students set forth above reduce or negate the amount of the Annual Fee owed or paid to Kelvin. Kelvin will have the right to invoice Customer for any Overage Fee at any time after the applicable Number of Students is exceeded.

## SPECIAL TERMS:

1. The customer is responsible for the cost of "Basic Pulse" in the event CalHOPE cannot fund the California Department of Healthcare Services (DHCS).
2. This Order form displays flat rate pricing for under 1000 student. If you exceed this amount, Kelvin Education, Inc, will recalculate your pricing structure to our standard pricing.
3. This Contract serves as a DSA for Thompson Peak and Long Valley District.

## GENERAL TERMS:

This Order Form ("Order") is made effective as of the last date of signature below ("Effective Date") by and between Kelvin Education, Inc., a Delaware corporation ("Kelvin"), and the customer identified herein ("Customer"), and shall be governed pursuant to the terms and conditions of the Kelvin Education, Inc. Standard Terms and Conditions ("Standard Terms") available at [https://kelvin.education/050219\\_Standard\\_Terms\\_v1.pdf](https://kelvin.education/050219_Standard_Terms_v1.pdf) or at such alternate location as may be provided in the future, the Kelvin Education, Inc. Privacy and Student Data Security Policy ("Privacy Policy") available at [https://kelvin.education/assets/pdf/050219\\_Privacy\\_Policy\\_v1.pdf](https://kelvin.education/assets/pdf/050219_Privacy_Policy_v1.pdf) or such other location as may be provided in the future, and any other agreement executed by and between Kelvin and Customer in connection herewith (collectively, with this Order and any addendum or exhibit hereto, the "Agreement"), which by this reference are incorporated as if fully set forth herein. Unless otherwise stated in this Order, all terms defined elsewhere in the Agreement shall have the same meaning in this Order.

The Agreement sets forth the terms and conditions by which Kelvin will make the services or products identified in this Order (each specific product or service, a "Service") available to the Customer. The Services Customer is subscribing to are listed in the table above. Customer will have access only to the Services listed in the table. A description of each Service is available at: <https://kelvin.education/features/> The Agreement constitutes the entire understanding between Customer and Kelvin and is the final and entire expression of their agreement. The Agreement supersedes any and all prior written or oral discussions, proposals, RFPs, emails or other communications, and the parties expressly disclaim any reliance on any of the foregoing. Under no circumstances will the terms, conditions or provisions of any purchase order or other administrative document issued by Customer modify, alter or expand the rights, duties or obligations of the parties, regardless of any failure of Kelvin to separately object to such terms, provisions or conditions. In the event of any conflict between or terms of documents constituting the Agreement, the following order of priority will govern, except where the specific terms of a document provide otherwise: (i) the applicable Order and any addendum or exhibit thereto; (ii) the Privacy Policy; and (iii) the Standard Terms.

This Order may be executed in counterparts, may be executed using electronic signatures, and may be delivered by electronic means. If so executed and/or delivered, the Agreement will be equally binding as an original copy of the Agreement executed in ink by both parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT INCLUDING THIS ORDER AND ALL DOCUMENTS REFERENCED ABOVE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PERSON SIGNING BELOW FOR CUSTOMER REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS INCORPORATED HEREIN.

## Links:

CA-NDPA: [https://sdpc.a4l.org/agreements/2023-07-24\\_2209\\_7189\\_signed\\_agreement\\_file.pdf](https://sdpc.a4l.org/agreements/2023-07-24_2209_7189_signed_agreement_file.pdf)

Exhibits: [https://sdpc.a4l.org/addendums/597315\\_2209\\_7189.pdf](https://sdpc.a4l.org/addendums/597315_2209_7189.pdf)

## AGREED

Long Valley Charter School

Kelvin Education

Sherri Morgan

James Schneider



10 / 02 / 2023

10 / 02 / 2023

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and

**Sacramento County Office of Ed**

("Originating LEA") which is dated 05-10-2023, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

hello@kelvin.education

**PROVIDER:** Kelvin Education, Inc.

BY: James Schneider Date: 06-06-2023

Printed Name: James Schneider Title/Position: Chief Executive Officer

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Sacramento County Office of Ed and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

**LEA:** Long Valley School and Thompson Peak Charter School

BY: Sherri Morgan Date: 10 / 02 / 2023

Printed Name: Sherri Morgan Title/Position: Executive Director/ Superintendent

SCHOOL DISTRICT NAME: Long Valley Charter Schools

**DESIGNATED REPRESENTATIVE OF LEA:**

Name: Kathryn Putkey

Title: Intervention Administrator

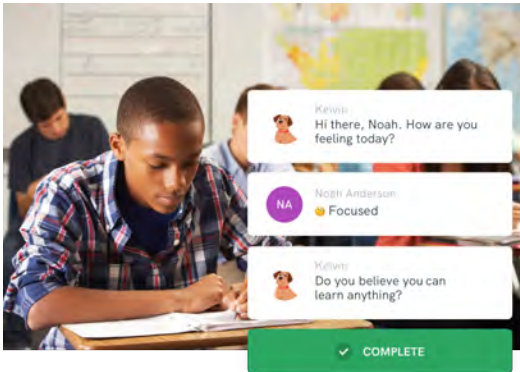
Address:

Telephone Number:

Email: kputkey@longvalleycs.org

# School Wellness Platform

Kelvin is the best way to provide teachers and education leaders with actionable data that allows them to understand where their students and schools are thriving, and what needs work. One step at a time.

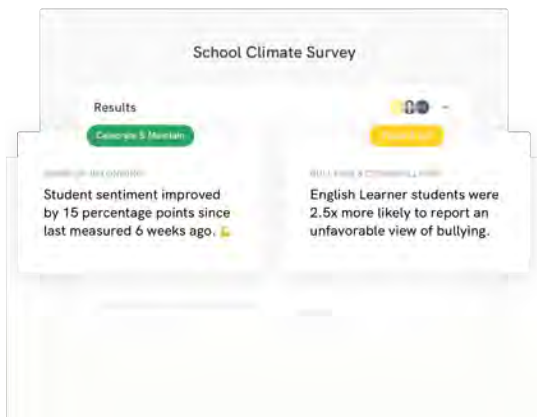
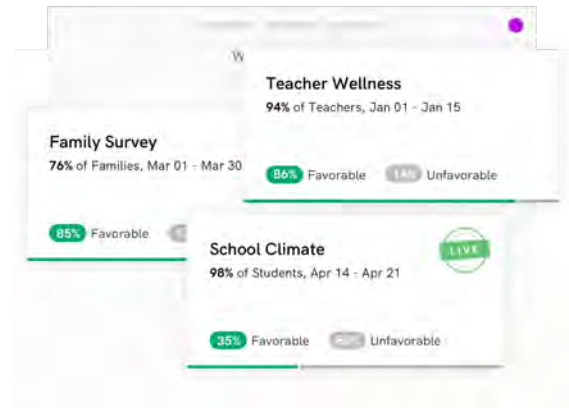


## Real-time check-ins for students, staff and families

Kelvin reaches your people where they're at with the tools they're already using—making it possible to weave automated feedback into your day-to-day practices. More consistency means more growth cycles and iteration.

## Ultimate design flexibility

Easy to customize to your evolving needs and context, so you can start small and grow from there. You control what's asked, when and how surveys are delivered, who sees results, and what resources are matched to results.



## Turn insights into action

Maximize the transformative potential of your educational initiatives through our comprehensive suite of reporting tools. Using our reports, you can gain a holistic view of your site or district's performance, enabling data-driven decision-making and targeted interventions.

# Signature Certificate

Reference number: 7UHJJ-SBL56-JUDKY-JUYSK

## Signer

## Timestamp

## Signature

### James Schneider

Email: ops@kelvin.education

Sent:

02 Oct 2023 19:58:48 UTC

Signed:

02 Oct 2023 19:58:48 UTC



IP address: 105.186.7.39

Location: Johannesburg, South Africa

### Sherri Morgan

Email: smorgan@longvalleycs.org

Shared via link

Sent:

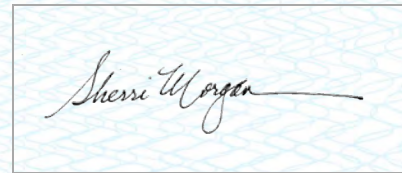
02 Oct 2023 19:58:48 UTC

Viewed:

02 Oct 2023 21:23:07 UTC

Signed:

02 Oct 2023 22:06:16 UTC



IP address: 98.97.61.221

Location: Los Angeles, United States

Document completed by all parties on:

02 Oct 2023 22:06:16 UTC

Page 1 of 1



Signed with PandaDoc

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**Memorandum of Understanding  
Between Long Valley Charter School and Fort Sage Unified School District  
2023-2024**

This agreement is entered into for the 2023-2024 school year between Long Valley Charter School (LVCS) and Fort Sage Unified School District (FSUSD).

<b>Service Provided to FSUSD by LVCS</b>	<b>Service Dates/Hours</b>	<b>Projected Costs</b>
Mental Health Counselor (Associate Social Worker)	2023-24 Mondays-during school hours	\$14,400 for the 2023-24 School Year

**OBLIGATIONS:**

**1. LVCS shall:**

- Employ and pay the Mental Health Counselor.
- Bill FSUSD semi-annually for the cost of services identified herein.

**2. FSUSD shall:**

- FSUSD agrees to pay all invoices within 30 calendar days of receipt.
- Provide a private space for the counselor to meet with students.
- Review and approve a process for student referrals.

**3. Mutual agreements**

- Purpose. This Agreement is being entered into for the purpose of providing one day per week of mental health counselor support.
- Compliance with Law. LVCS and FSUSD agree they will comply with all Federal, State, and local laws applicable to them in the performance of this Agreement.
- Agreement Term: The term of this agreement shall commence in September 25, 2023, and terminate on June 3, 2024.

**4. Indemnification**

To the extent permitted by law, each party agrees to indemnify and hold harmless the other party.

---

Sherri Morgan  
Executive Director/ Superintendent  
Long Valley Charter School

---

Bryan Young  
Superintendent  
Fort Sage Unified School District



**QUARTERLY COMPLAINT SUMMARY FORM CONCERNING  
LACK OF INSTRUCTIONAL MATERIALS  
INDEQUATE, UNSAFE & UNHEALTHFUL SCHOOL FACILITIES  
LACK OF QUALIFIED TEACHERS**

No, neither of our schools has received any complaints relating to the above concerns this quarter.

Yes, one of our schools has received a complaint(s) relating to the above concerns.

If yes, the copy of the complaint is attached (removing any confidential student information as appropriate). An explanation of the School's resolution to the complaint follows.

Quarter covered by this report:

July 1 to September 30

October 1 to December 31

January 1 to March 31

April 1 to June 30

Report prepared by: Sherri Morgan



10/06/23

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Sherri Morgan, Executive Director/ Superintendent

Date

**LONG VALLEY CHARTER SCHOOL**  
**Executive Director's Report**  
October 2023

**ENROLLMENT**

School	Enrollment		
	Prior Month 9/7/23	Current 10/06/23	Growth/(Loss)
Long Valley School	255	272	+17
Thompson Peak Charter	157	150	-7
Total	412	422	+10

**OPEN STAFF POSITIONS**

The following positions remain open:

Doyle- PT Janitor

**AUDIT**

Matthew Lemas, CPA has begun the process for the audit of the 2022-23 school year. They will actively conduct the programmatic beginning this week.

**TRANSITION**

El has worked through several challenges in setting up the new payroll system; there remain some issues that necessitated contacting edtec management. The issues continue to require regular meetings to resolve.

**VISA**

Our teacher from the Philippines arrived on time. The staff welcomed her and discovered there was no furniture at her new home. Staff pulled together and found furnishings for her. She has applied for her social security number and at the time of this report, she still awaits the number via mail. Once she has a social security number, she can proceed with her background check before beginning work.

**CAREER TECHNOLOGY EDUCATION**

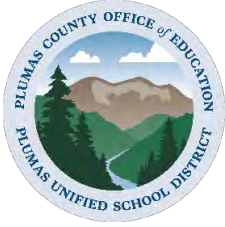
We've decided to not write another grant for this year. Instead we will focus on the Mental Health Pathway currently in process.

**PLAYGROUND EQUIPMENT FOR LVS DOYLE**

Katie has continued to gather quotes. The final ones are due two days before the meeting. We will share those quotes and have a recommendation at the meeting.

**LETTER FROM PUSD**

As promised, the Superintendent from PUSD has granted permission for Portola to continue to operate; they noted a date of 2030 as the next time for a review of the permission.



**Plumas County Office of Education  
Plumas Unified School District**

50 Church Street, Quincy, California 95971  
PH: (530) 283-6500 FAX: (530) 283-6530  
Website: [www.pcoe.k12.ca.us](http://www.pcoe.k12.ca.us)



**William Roderick, Superintendent of Schools**  
**Kristy M. Warren, Assistant Superintendent Curriculum & Instruction**

October 6, 2023

Long Valley Charter School  
257 East Sierra Street  
Portola, CA 96122

Dear School Community,

I am writing to inform you of an important update regarding Long Valley Charter School. As per EC Section 47605.1, I have authorized the continuation of operations for the Long Valley Charter School at the Plumas County Resource Center located in Portola, CA.

It is important to note that this authorization is conditional upon the school maintaining its Plumas County Enrollment Cap of no more than 75 students.

This letter will be reviewed for reauthorization prior to June 30, 2030, at the request of the Long Valley Charter School Administration.

Thank you for your dedication and service to the students in Eastern Plumas County.

Sincerely,

William Roderick  
Plumas County Superintendent of Schools

**Governing Board of Trustees**

Joleen Cline • Leslie Edlund • Chelsea Harrison • David Keller • JoDee Read

*Connect. Grow. Discover.*

Our mission is to collectively inspire every child in every classroom every day.  
We ensure an exemplary education with diverse opportunities and we accept no limits on the learning potential of any child.<sup>43</sup>

\_\_\_\_\_, 2023

Board of Trustees  
Long Valley Charters  
P.O. Box 7  
Doyle, CA 96109

Dear Board Members:

California *Education Code* Section 1240, as amended by the Williams' Settlement Legislation, requires that Lassen County Office of Education visit schools identified as a William's review school. The areas of review are noted below:

1. Monitor "sufficient" standards-aligned instructional materials in four core subject areas (English language arts, mathematics, history/social science, and science);\*
2. Monitor any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff";
3. Review to determine if the school has provided accurate data on the annual school accountability report card related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair";
4. Monitor and review teacher misassignments and teacher vacancies; and
5. Receive quarterly reports on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues under the Uniform Complaint Procedure.

\* Sufficiency only monitored for CA Charter schools.

### **Thompson Peak**

This report presents the results of our recent visit and review at Thompson Peak School on September 5, 2023. Our findings are indicated below:

- "Sufficient" standards aligned instructional materials were available for student use at all grade levels and in three of the core subject areas monitored.
- The annual school accountability report card represented accurate data.
- The monitoring and review of teacher misassignments and vacancies was conducted by Stacy Russell, Credential Analyst for Lassen County Office of Education. There are 2 teachers on staff with

less than a preliminary or clear teaching credential 2023 – 24 school year. The percentage of teachers with this designation is 28.5% which exceeds the current threshold of 15% established by CDE. If the next William’s list pulled census data this year, Thompson Peak would be re-identified as a school requiring William’s monitoring.

- Thompson Peak’s site visitation revealed a well maintained and safe school. Minor maintenance and environmental issues were found and are listed below:

1. Interior Surfaces:

Interior Surfaces	
Issue	Location
Musty smell	“Church area”
Interior doors in general are aged and need replacement.	Most interior doors
Staff room flooring needs replacement	Staff room

2. Exterior Surfaces:

Exterior Surfaces/Areas	
Issue	Location
Crack in concrete, ramp ADA compliance	Front entrance
Parking lot breaking up, needs replacement	Front parking lot
Roof shingles deteriorating needs replacement	Building Roof

3. Hazardous Materials/Situations:

Hazardous Materials/Situations	
Issue	Location
Extension cord being used as permanent power	“Church area”
Metal cover detached from front of heater	Boys hall restroom
Sockets in staff area need GFI protection	Staff room

4. File/Cabinets/Shelving:

File Cabinets/Cabinets/Shelving	
Issue	Location
File Cabinet not attached (tipping hazard)	Supply room

Any deficiencies noted above were sent to the school and district so all deficiencies can be remedied during the 2023 – 24 school year. Please notify LCOE’s Williams Coordinator, Thomas Jones [tjones@lcoe.org](mailto:tjones@lcoe.org) when all deficiencies are remedied. A Lassen County Office of Education Williams’ Settlement representative will conduct a return visit to Richmond School to determine if the noncompliance issue(s) have been corrected if there is no return contact.

Sincerely,

Patricia A. Gunderson  
County Superintendent of Schools

Thomas Jones, Asst. Superintendent  
Educational Services/Human Resources

# Thompson Peak Charter School



Back to School Night was a success!! PTSA served our students and families BBQ hotdog dinner and students participated in a BINGO game to visit all teachers and support staff for prizes.

TPC  
Cross Country  
led by  
Mrs. Camp  
had their  
first meet. The  
kids did great!



Flag football team  
had their first  
game last week.  
Mr. Sackett and  
the team are  
having fun!



Kindergarten Class  
reading instruction



Our goal to provide more direct instruction has begun. We have classes every day for every grade and students are attending with regular frequency. SUPER EXCITING!



## Board Report

10/5/2023

LVS-Doyle

\* Our high school students visited Lassen Community College and Feather River College with Mrs. Sherman and Ms. Tello. Both college visits were an opportunity to provide students with post high school options.



\*TK-4<sup>th</sup> grades enjoy board games at Mrs. Jones' FUN Friday station.



\* Students in Ms. Autumn's After School Enrichment Program learn about gravitational force. Students made wooden cars and ramps to experiment with force and motion.





\*Ms. Ari planned an assembly for TK with presenter Gale Gorke. Dr. Gale Gorke, an educator, trainer, speaker, author- who tours across the world and has been working closely with LCOE to provide SEL support to staff and students, visited Doyle. She and her colleagues ran two different programs at Doyle, split in the age ranges K-5 and 6-12. The lessons were about personal space, personal responsibility vs obedience, and problem solving. She led various activities, movements, partner problem solving, brain break ideas, attention-grabbers, etc., for both staff and students to use.



\*Lassen County Oral Health provided dental services to TK/K, 3<sup>rd</sup> grade, and recommended students that signed up. Possible services included exams, cleaning, sealants, and fluoride.

\*Staff and students participated in bus drills and critical incident drills on September 14<sup>th</sup>. Students reviewed bus safety and practiced an emergency exit during the bus drill. Staff discussed run, hide, fight, and took a field trip to our rally points with students for the critical incident drill.

\*Many students are participating in extracurricular activities and sports. Some middle school and high school students are attending Teen Court in Susanville two evenings of every month. Football for high school and flag football for middle school are taking place. About seventeen TK-8<sup>th</sup> students are participating in cross country. I will provide additional updates on the sports as the seasons come to a close at the end of October. Teen Court continues through January.

### **Upcoming Events**

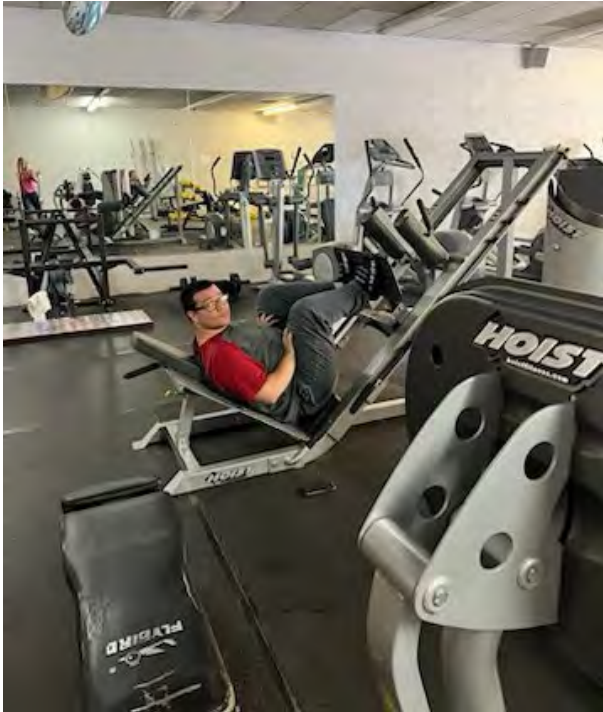
Pumpkin Patch Field Trips 10/25& 10/26 (all grades)

Fall Festival 10/27

## October Portola Board Update

Portola Student Count by Location		
Plumas Unified SD students	Other Students	Total Student
73	6	79

- Mrs. Binkley has been in contact with the local gym and is planning to bring students there three times a week. Helping them get their fitness on!
- Mrs. Herbert has been rocking her art class and been having fantastic student turn out.
- Mrs. Tipton is leading a field trip scheduled for the 11<sup>th</sup> of October to Wemple's Pumpkin Patch.
- There is also a CTE field Trip to a barber shop on the 17<sup>th</sup> of October. There are four students attending Mrs. Binkley's Cosmetology class. The picture is of them making natural face masks.
- Mrs. Pfingston's HSA classes have been going off without a hitch. She is teaching sign language, social studies, and math weekly to them.
- Mrs. Herbert has some young scientists creating creepy goo!!!





# Special Programs Administrator Report

October 2023  
Info from Sept 2023

## Counseling

Campus	Gen Ed	IEP/504s
Doyle	13	4
Portola	4	0
Susanville	9	2
<i>Total</i>	32	

## English Learners

Long Valley - 3  
Thompson Peak - 0

## Testing

Kathy Putkey will now be overseeing all things testing.

Misty and I will continue to ELPAC test.

## Foster Youth

Long Valley - 2  
Thompson Peak - 0

## Homeless Students

Long Valley - 7  
Thompson Peak - 1

## 504s

LVS	3
TPC	10

## SPED

Campus	Total #	Speech Only	New Students	Initial Assessments	IEP Mtgs. Held	% of SPED Students/School
Doyle	31	13	0	0	9	15%
Portola	11	7	0	3	2	
Susanville	22	2	1	0	2	13%

# Halloween

Thank you for your continued interest in our Counseling Program. Here is the exciting news I have for this month.

- I was able to confirm a day for our monthly guest speaker. It will be the first Wednesday of every month. I will try to schedule all the campuses on the same day. This will be an opportunity for students to hear from various occupations in order to expose them to as many careers as possible.
- We had big success taking students to visit colleges and I am already working to take students to more. YAY!!!
- I was able to get updated FAFSA (College/Trade School Financial Aid) information. We have a late application date this year, not until Dec., usually we can begin applying in Oct.
- We will be taking a group of students to Chico State Preview Day, on Oct. 14<sup>th</sup>.
- We had big success for our Teen Court Adventure and tour. We have 14 students attending the meetings regularly. I would like to make a big shout out to our Director, Sherri Morgan, for her support in making this happen. THANK YOU, SHERRI! This is an opportunity our students have not had before. She's amazing.
- I am also working to get several students lined up with job shadow opportunities. I will keep you posted on that success.

If you ever have ideas on how we can better serve our students, I am always willing to help. Have a great evening.



*Mrs. K. Sherman*  
*College/Career Counselor*



Thank you for your continued interest in our Adult School Program. Here is what is happening this month.

- Our Adult Program is now underway on all locations and we have begun enrolling returning students and some new ones as well.
- We had a meeting with the Teknimedia, Digital Literacy Curriculum Representative and we are looking forward to moving ahead with this program. We think it will better prepare our students for the workforce and may allow them to receive Industry Certifications as well.
- Jenn Kirby (one of our Adult School Teachers) is working to update our flyers with this year's information, so we can spread the word. Thank you, Jenn.
- We will also be utilizing an online curriculum, Odyssey Ware, for our distant students. This will give students an education who don't have means of transportation to come in person.
- Our Consortium group has decided to pursue efforts for WASC Accreditation. We are working to support those efforts.
- Our teachers would like to say thank you for the extended hours to spend with their students. Adult School students can be very needy and teachers are happy for more time with them. THANK YOU! Once again Mrs. Morgan is listening to our needs. Thank you, Mrs. Morgan.

That is all I have to report this month. I look forward to continued success in this program. Have a nice evening.



*Mrs. K. Sherman*  
*Adult School Coordinator*

# *Curriculum and Instruction Administrator*

Kelly Wynn

## **Board Report – October 12, 2023**

- ❖ Substitute teaching for 5th & 6th grade class at Long Valley School – Doyle
- ❖ Explored new Studies Weekly TK Social Studies curriculum
- ❖ Submitted Environmental Science A-G classes to UC System – **course approved**
- ❖ Began working on LVS Self-Study for April 8-10, 2024, visit
- ❖ Completed 2022/23 LCAP corrections for TPC & LVS
- ❖ Continued working on Health Standards lesson repository for teachers K-12th grade to access 23/24 school year
- ❖ Continued work with Building 21 on K-12th grade mastery trackers and competency-based learning

**Long Valley Charter Schools  
Intervention Administrator Board Report  
September 2023**

**Professional Development**

We welcomed Dr. Doug Fisher on September 1st and 22nd this month. His first session covered teacher clarity, student engagement and the concept of gradual release of responsibility to students. His overall point was when students are more engaged along with understanding what is expected of them, they are more likely to be successful in their learning. On the 22nd, Dr. Fisher delved into the subject of student engagement centered on the importance of having a sense of belonging at school. Dr. Fisher shared the importance of having a sense of belonging at school is crucial because it positively influences various aspects of a student's educational experience, ultimately leading to improved overall learning outcomes and long-term success. These trainings brought a sense of excitement and a culture of continuous learning.  
*Strategic Plan Priority #1: Develop staff who are passionate and use innovative methods to make learning engaging.*

**Essential Standards**

Currently, we are working on a summary page or “snapshot” for each essential standard. The snapshot will serve as a valuable tool for teachers as it contains essential questions, criteria for success for the standard, and benchmark assessments to make sure students are achieving mastery of what is expected for their grade level.

*Strategic Plan Priority #2: Increase student academic achievement in order to be successful participants in a global society.*

**Teacher Competencies**

Work has begun on teacher competencies for Long Valley Charter Schools. Teacher competencies refer to the knowledge, skills, and attributes that educators need to effectively facilitate learning and support the development of students. Competencies for classroom and independent study teachers have been developed and are under review with leadership. Teachers will have an opportunity to review and provide feedback in November. Our parent community will have a chance to view after Thanksgiving. A Board presentation of the competencies will happen in January.

*Strategic Plan Priority #1: Develop staff who are passionate and use innovative methods to make learning engaging.*

**Intervention**

School-wide intervention has started at Doyle and Thompson Peak Charter. At Doyle, teachers and paraeducators are meeting with students four times a week with targeted instruction and interventions in math. At Thompson Peak Charter, identified students are attending math or writing intervention classes two times a week. Portola is getting ready to launch a writing workshop with targeted lessons in writing for students who qualify.

*Strategic Plan Priority #2: Increase student academic achievement in order to be successful participants in a global society.*

**Data and Testing**

All schools finished Iready testing for the beginning of the year diagnostic. This will provide a baseline for our growth achievement this year.



Facilities Inspection Tool  
Report

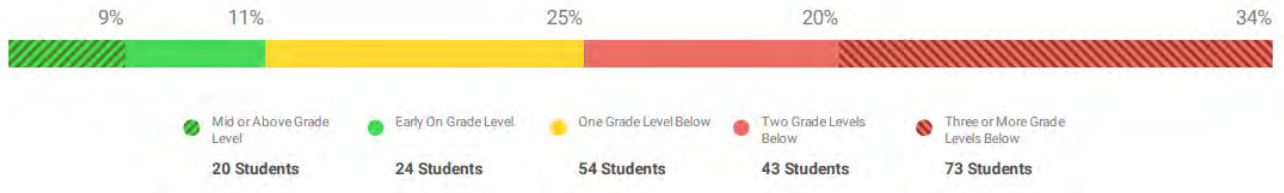
October 5, 2023			
Sites	Portola	Susanville	Doyle
Category	G = Good, P= Poor, N/A=Not Applicable		
Gas Leaks	G	G	G
Heating/Cooling Systems		G	
Windows/Doors/	G	G	P- Shop Rolling Door Latch Broken
Gates/Fences	N/A	N/A	G
Interior Surfaces	G	G	P-Ceiling tiles in multiple rooms need replaced/Boys & girls bathroom needs new stalls replaced/room 2 carpet ripped, <b>Portable 4 Light Cover Broken, Kithchen Floor Tiles Broken</b>
Hazardous Materials	G	G	G
Structural Damage	G	G	P Ramp needs repair into portable 3, top surface damaged; Ramp Portable 4 top layer needs to be replaced. "Waiting on USDA Constuction project"
Fire Safety	G	G	G
Electrical	G	G	G
Pest/Vermin Infestation	G	G	G
Sinks and Drinking Fountains	G	P-leaking drinking fountain, Removal during ada update	G
Restrooms	G	G	G
Sewer System	G	G	G
Roofs	G	P-Missing shingles need replacement,repair during ada update	P-Stained Roofing tiles in (H.S., 2nd/3rd, 3/4, Mrs. B's, Library, K, Cafeteria, 7/8, 5/6)
Playground/ Schoolyard	N/A	N/A	P-Cracks in Asphalt, Wooden sand retaining beams rottings, Ball wall needs removal "Waiting on USDA Constuction project" Cracked Slide needs to be repaired.
Covid Safety	G	G	G
Overall Cleanliness	G	G	G
Notes	Does not include the house next to the new building in portola.		

Newly added items are highlighted in yellow.

# Long Valley School

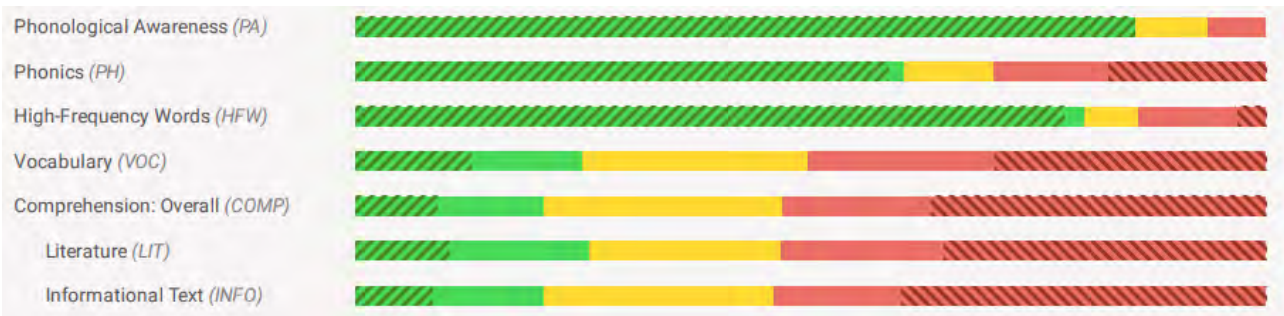
## i-Ready Data Fall 2023

### Reading Overall



- 20 % of students are scoring on or above grade level
- 25% of students are scoring one grade level
- 54% of students are scoring two or more grade levels below

### Placement by Domain



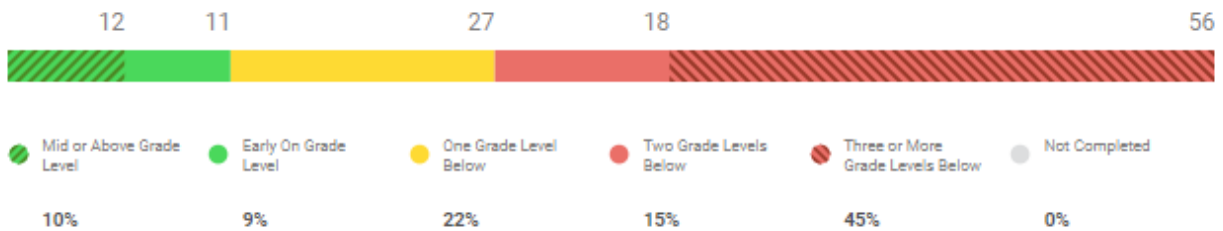
### Areas to Focus:

- Comprehension – Informational Text – 79% of students scored below grade level (25% one grade level below, 54% two or more grade levels below)
  - Increase direct instruction on how to read informational text (what to look for headings, bolded words etc, how to pick up key information)
  - i-Ready lessons required for all students scoring below grade level on first diagnostic
- Vocabulary – 76% of students scored below grade level (25% one grade level below, 51% two or more grade levels below)
  - Increase direct instruction on academic vocabulary
  - i-Ready lessons required for all students scoring below grade level on first diagnostic
- Comprehension – Literature – 75% of students scored below grade level (21% on grade level below, 54% two or more grade levels below)
  - Increase direct instruction on how to read literature
  - i-Ready lessons required for all students scoring below grade level on first diagnostic

## Reading By Grade:

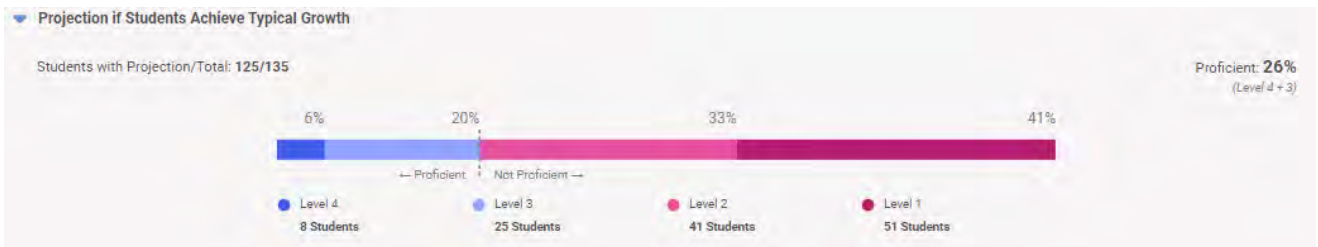
Grade	Overall Grade-Level Placement	Mid or Above Grade Level	Early On Grade Level	One Grade Level Below	Two Grade Levels Below	Three or More Grade Levels Below	Not Completed
Grade K	-	-	-	-	-	-	-
Grade 1		0%	14%	68%	18%	0%	0%
Grade 2		5%	9%	23%	64%	0%	0%
Grade 3		7%	0%	20%	53%	20%	0%
Grade 4		0%	9%	36%	9%	45%	0%
Grade 5		13%	13%	19%	6%	50%	0%
Grade 6		16%	4%	12%	20%	48%	0%
Grade 7		0%	21%	21%	7%	50%	0%
Grade 8		18%	9%	21%	3%	48%	0%
Grade 9		23%	15%	23%	8%	31%	0%
Grade 10		13%	13%	13%	20%	40%	0%
Grade 11		6%	19%	13%	19%	44%	0%

## Reading Grades 3-8 Overall

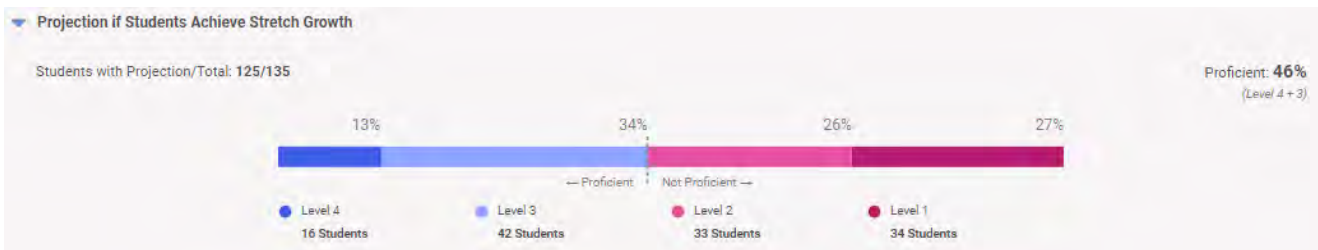


**Reading Projected Proficiency Grades 3-8:** projections below show the approximate percentage of students who would place in each state test level based on different amounts of growth achieved. These projections will help give educators early insight into students' potential success on state assessments, which can be critical in getting the right resources and instruction to the right students as early as possible. State test proficiency projections pictured here will over- or under-project actual proficiency on the state test if actual student growth is different from the growth that has been projected.

The graph below illustrates the expected percentage of students who will perform at various levels on the state test if our students achieve their typical growth measures. Typical growth is the average annual growth for students at that grade and baseline placement level.

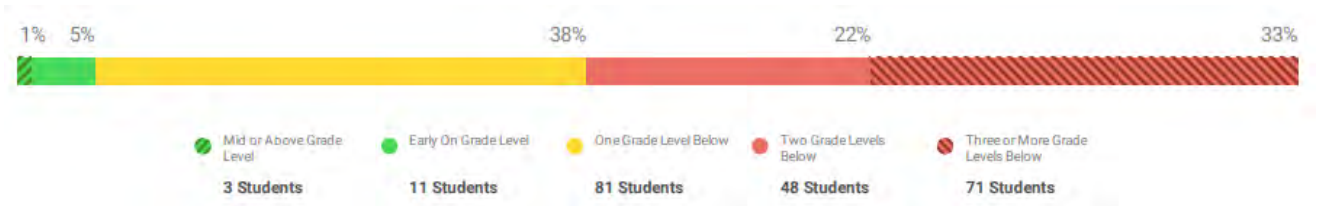


The graph below shows the approximate percentage of students who will perform at various levels on the state test if our students reach their stretch growth measures. Stretch growth is recommended to put students performing below grade level on a path toward proficiency and students on a path toward advanced proficiency levels.



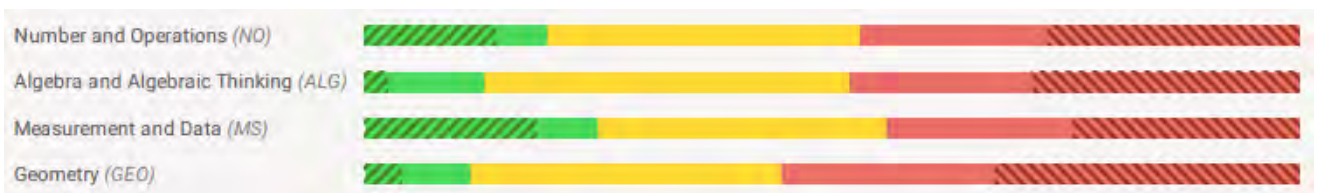
*\*These projections are influenced by many factors, including timing of the assessments and testing conditions.*

## Math Overall



- 6 % of students are scoring on or above grade level
- 38% of students are scoring one grade level
- 55% of students are scoring two or more grade levels below

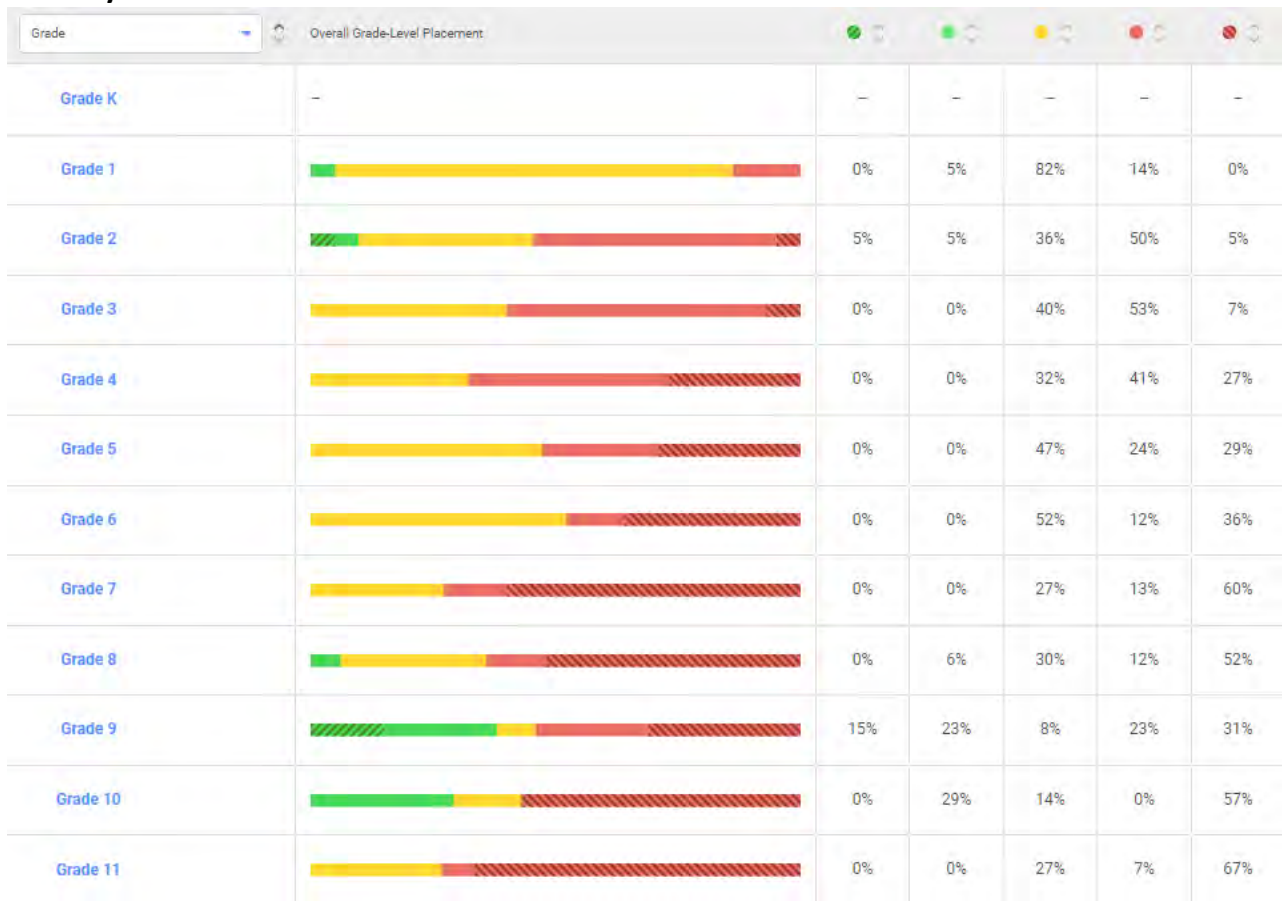
## Placement by Domain



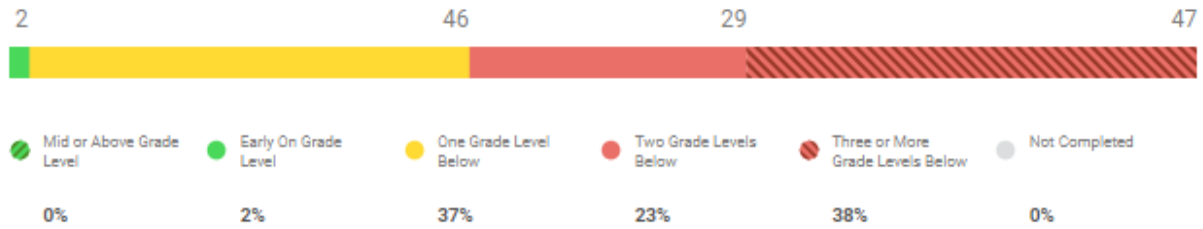
**Areas to Focus On:**

- Geometry – 89% of students are below grade level (33% one grade level below, 56% two or more grade levels below)
  - Increased Direct Instruction and 1-to-1 tutoring
  - i-Ready lessons required for all students scoring below grade level on first diagnostic
  
- Algebra and Algebraic Thinking – 88% of students are below grade level (39% one grade level below, 49% two or more grade levels below)
  - Increased Direct Instruction and 1-to-1 tutoring
  - Development of more approachable video-based math curriculum in Google Classroom
  - i-Ready lessons required for all students scoring below grade level on first diagnostic

**Math by Grade:**

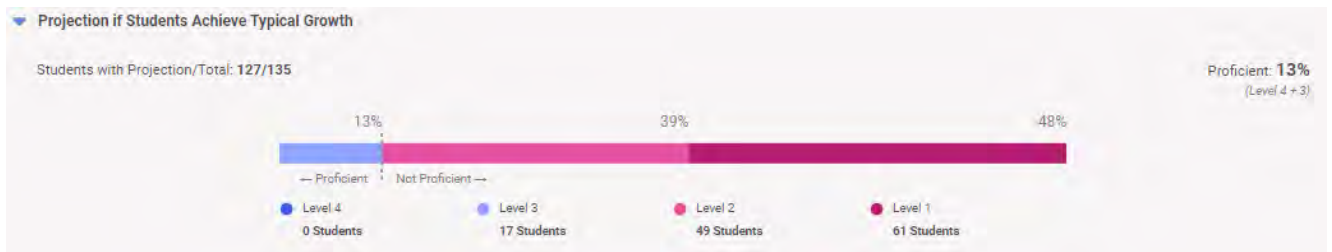


**Math Grades 3-8 Overall**

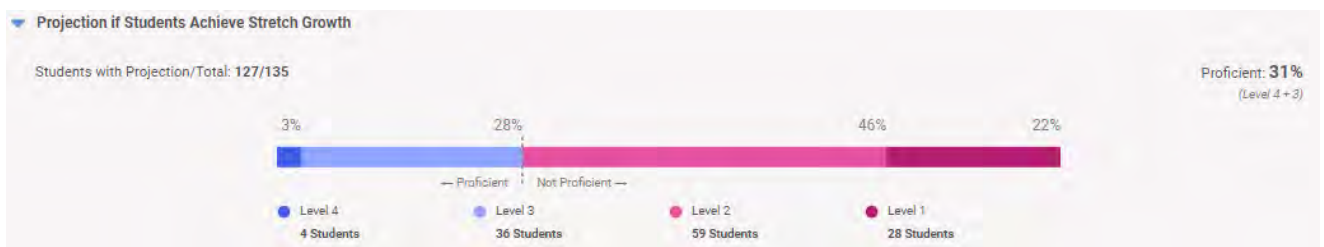


**Math Projected Proficiency Grades 3-8:** projections below show the approximate percentage of students who would place in each state test level based on different amounts of growth achieved. These projections will help give educators early insight into students’ potential success on state assessments, which can be critical in getting the right resources and instruction to the right students as early as possible. State test proficiency projections pictured here will over- or under-project actual proficiency on the state test if actual student growth is different from the growth that has been projected.

The graph below illustrates the expected percentage of students who will perform at various levels on the state test if our students achieve their typical growth measures. Typical growth is the average annual growth for students at that grade and baseline placement level.



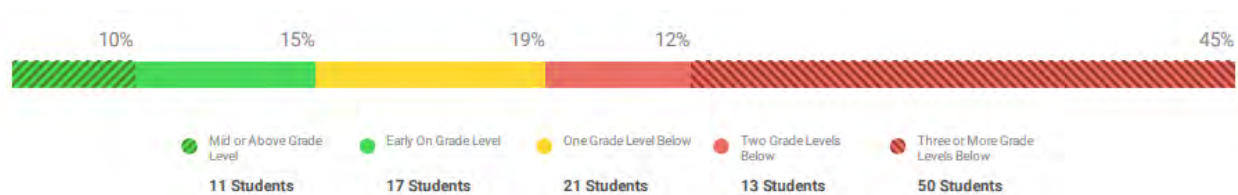
The graph below shows the approximate percentage of students who will perform at various levels on the state test if our students reach their stretch growth measures. Stretch growth is recommended to put students performing below grade level on a path toward proficiency and students on a path toward advanced proficiency levels.



*\*These projections are influenced by many factors, including timing of the assessments and testing conditions.*

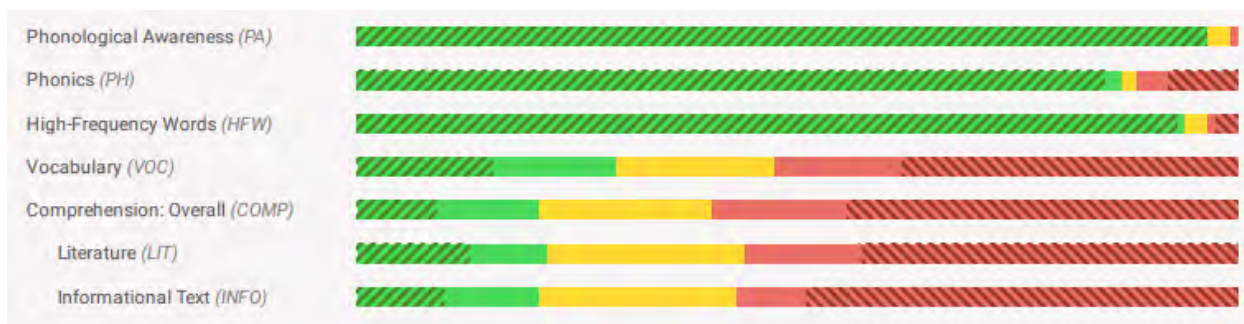
## Thompson Peak Charter School i-Ready Data Fall 2023

## Reading Overall



- 25% of students are scoring on or above grade level
- 19% of students are scoring one grade level
- 57% of students are scoring two or more grade levels below

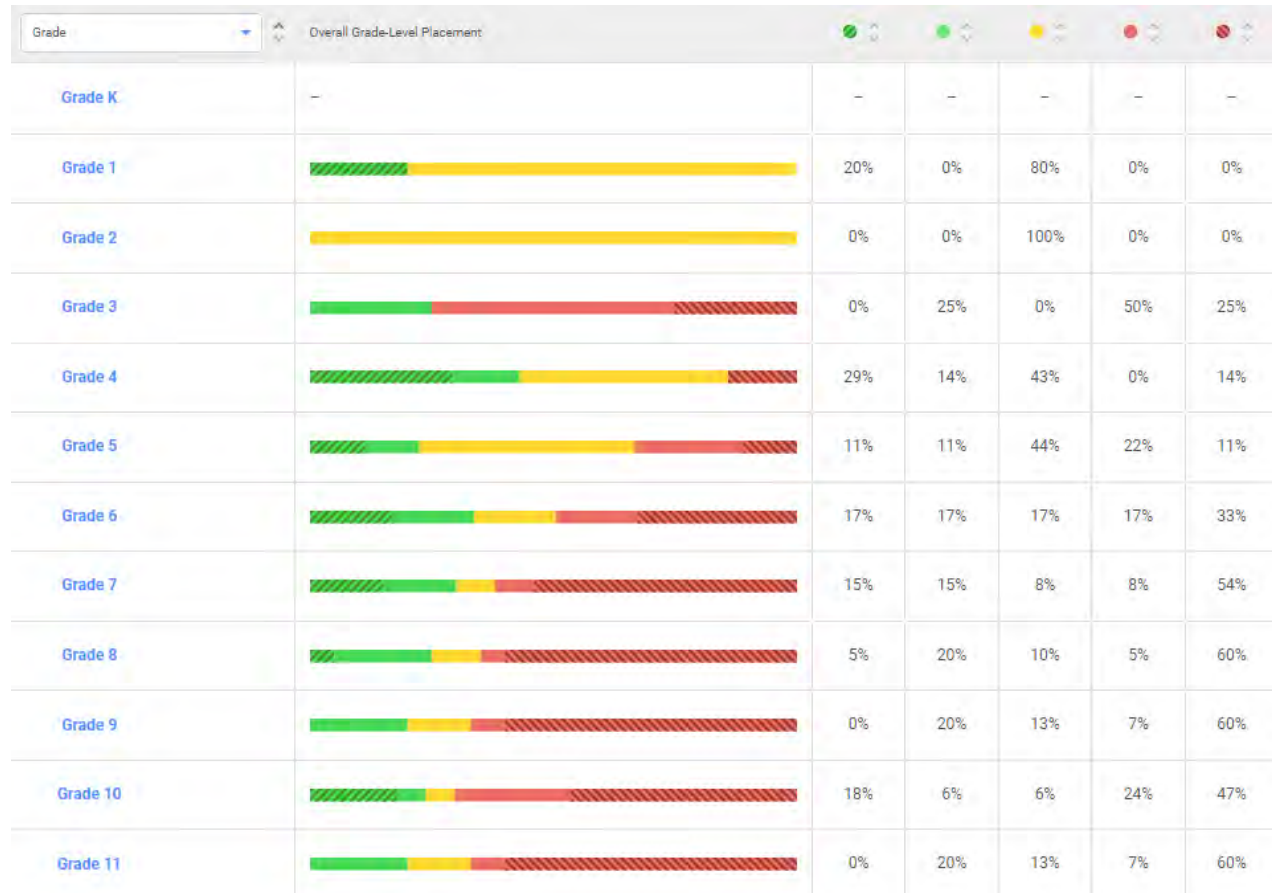
## Placement by Domain



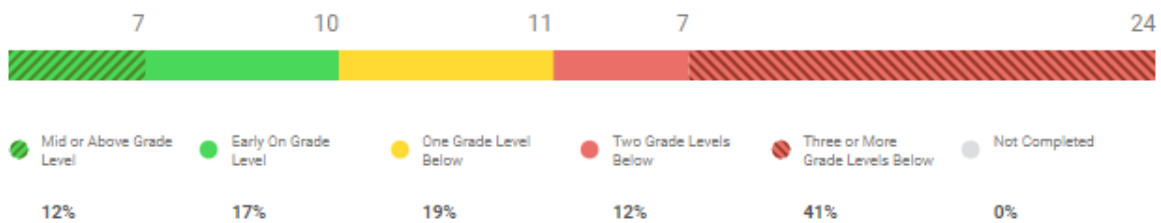
## Areas to Focus:

- Comprehension Informational Text - 79% of students are below grade level (22% one grade level below, 57% two or more grade levels below)
  - Increase direct instruction on how to read informational text (what to look for headings, bolded words etc, how to pick up key information)
  - i-Ready lessons required for all students scoring below grade level on first diagnostic
- Comprehension Literature – 78% of students are below grade level (22% one grade level below, 56% two or more grade levels below)
  - i-Ready lessons required for all students scoring below grade level on first diagnostic
  - Increase direct instruction on how to read literature
- Vocabulary – 70% of students scored below grade level (18% one grade level below, 62% two or more grade levels below)
  - Increase direct instruction on academic vocabulary
  - i-Ready lessons required for all students scoring below grade level on first diagnostic

## Reading by Grade:



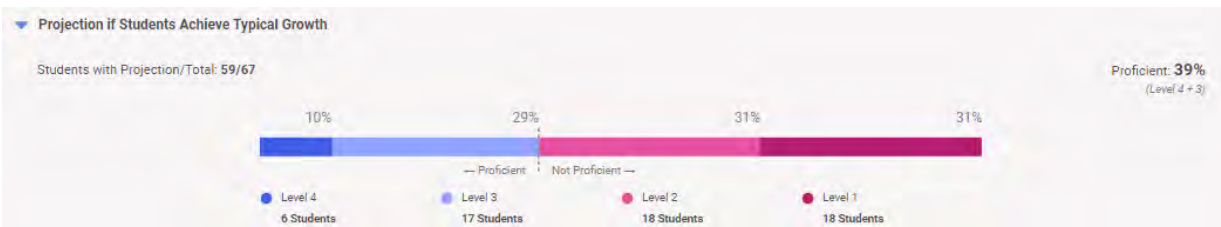
## Reading Grades 3-8 Overall:



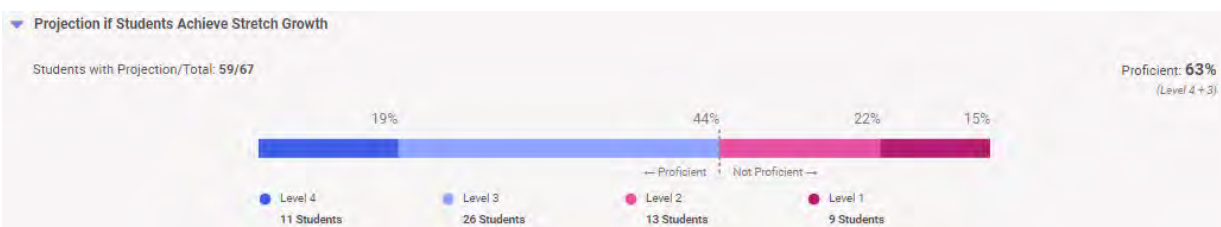
**Reading Projected Proficiency Grades 3-8:** projections below show the approximate percentage of students who would place in each state test level based on different amounts of growth achieved. These projections will help give educators early insight into students' potential success on state assessments, which can be critical in getting the right resources and instruction to the right students as early as possible. State test proficiency projections pictured here will over- or under-project actual proficiency on the state test if actual student growth is different from the growth that has been projected.

The graph below illustrates the expected percentage of students who will perform at various levels on the state test if our students achieve their typical growth measures. Typical growth is the average annual growth for students at that grade and baseline placement level.



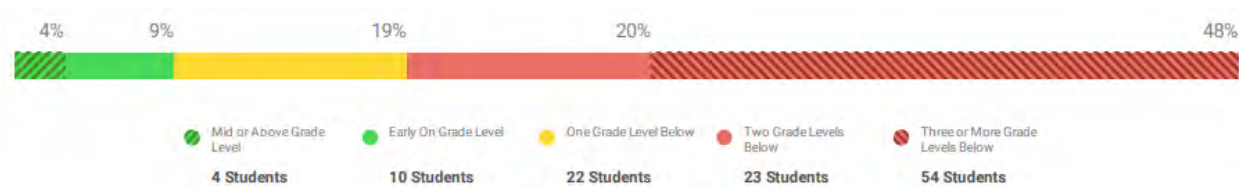


The graph below shows the approximate percentage of students who will perform at various levels on the state test if our students reach their stretch growth measures. Stretch growth is recommended to put students performing below grade level on a path toward proficiency and students on a path toward advanced proficiency levels.



*\*These projections are influenced by many factors, including timing of the assessments and testing conditions.*

## Math Overall



- 13 % of students are scoring on or above grade level
- 19% of students are scoring one grade level
- 68% of students are scoring two or more grade levels below

## Placement by Domain

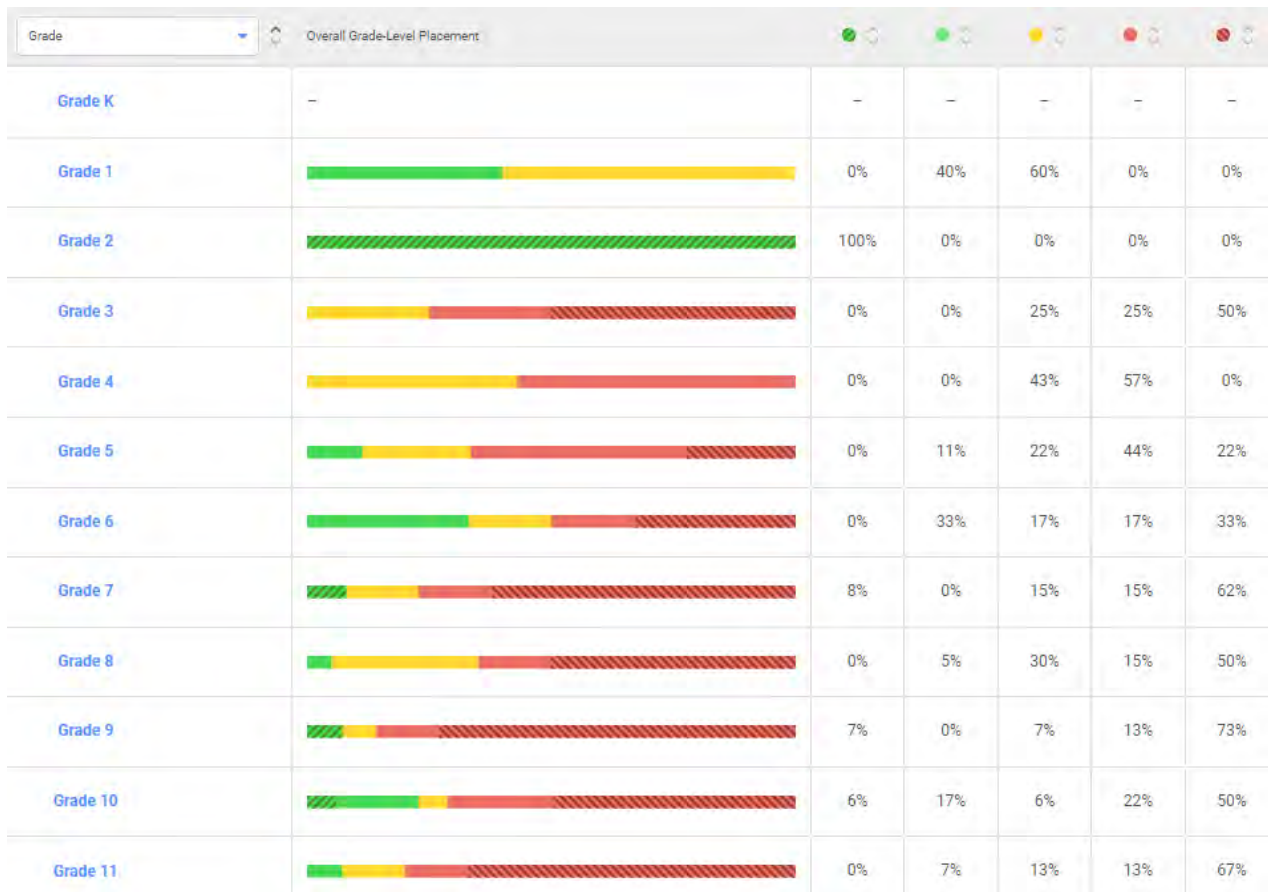


## Areas to Focus:

- Geometry – 86% of students are below grade level (25% one grade level below, 61% two or more grade levels below)

- i-Ready lessons required for all students scoring below grade level on first diagnostic
- Increased Direct Instruction and 1-to-1 tutoring
- Algebra & Algebraic Thinking - 83% of students are below grade level (27% one grade level below, 56% two or more grade levels below)
  - i-Ready lessons required for all students scoring below grade level on first diagnostic
  - Increased Direct Instruction and 1-to-1 tutoring
  - Development of more approachable video-based math curriculum in Google Classroom

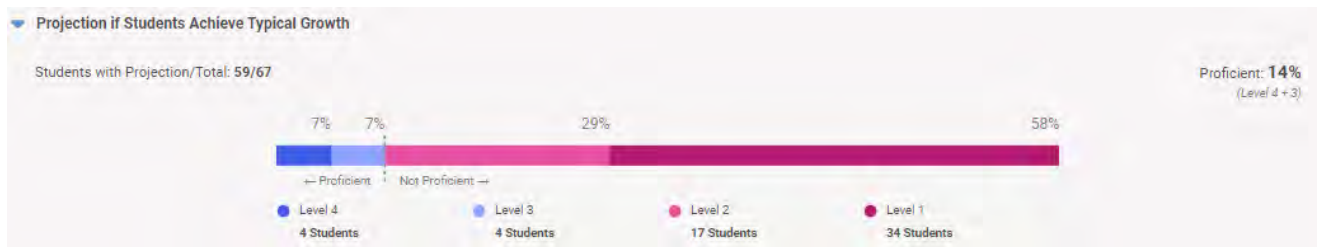
### Math by Grade:



### Math Grades 3-8 Overall:

**Math Projected Proficiency Grades 3-8:** projections below show the approximate percentage of students who would place in each state test level based on different amounts of growth achieved. These projections will help give educators early insight into students' potential success on state assessments, which can be critical in getting the right resources and instruction to the right students as early as possible. State test proficiency projections pictured here will over- or under-project actual proficiency on the state test if actual student growth is different from the growth that has been projected.

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*\*These projections are influenced by many factors, including timing of the assessments and testing conditions.*



United States Department of Agriculture

Rural Development  
Program Support Services

October 4, 2023

Sherri Morgan  
Executive Director  
Long Valley Charter School  
PO Box 7  
Doyle, CA 96109  
[SMorgan@longvalleycs.org](mailto:SMorgan@longvalleycs.org)

Subject: Long Valley Charter School (LVCS), Doyle, CA  
Agency Concurrence to Approved Plans and  
Agency Concurrence to Notice to Proceed for All Approved Work

Dear Ms. Morgan,

**AGENCY CONCURRENCE TO APPROVED PLANS:**

The Agency has reviewed and concurs with the plans as approved by local jurisdiction per Permit No. BP 2022-098 dated 9/12/2023. Note that Agency concurrence does not imply a review or approval of all requirements of the project but rather merely indicates that the documents reviewed are sufficiently consistent with Agency requirements to support Agency funding. The Owner and Contractor are responsible to comply with all codes and standards that apply to the project. A copy of the plans as referenced above must be on site during construction.

**AGENCY CONCURRENCE TO NOTICE TO PROCEED FOR ALL PERMITTED WORK:**

Pursuant to the terms of the contract documents and Agency loan approval conditions, you are hereby authorized to commence work **FOR ALL PERMITTED WORK** as approved by Lassen County Building Division with Permits BP2023-054, BP2022-098 and EL2023-094.

Please keep Debbie McCoy informed of all monthly on-site Draw meetings and inform the Agency of any construction conditions that differ from approved documents. You are reminded that all Change Orders must be reviewed and accepted by the Agency prior to being included in a Payment Application.

If you have any questions pertaining to this letter, do not hesitate to contact either Debbie McCoy or me.

Sincerely,

JUDY MORAN, Architect  
[judy.moran@usda.gov](mailto:judy.moran@usda.gov)

cc (via email only): Debbie McCoy ([debbie.mccoy@usda.gov](mailto:debbie.mccoy@usda.gov))

USDA is an equal opportunity provider, employer and lender.



# Long Valley Charter School

Imagine-Achieve-Inspire

<b>Disposal of Surplus Items/ Vehicle Replacement</b>		
Approved by: Board of Directors	Date: Oct 11, 2016; Revised 10/12/23	Number: 2002

Purpose: To assure the highest utilization of all items purchased with public funds.

Definitions: Items deemed to be surplus or obsolete.

Procedures: The Executive Director/ Superintendent or designee shall determine those items appropriate for resale, reuse or disposal.

This policy shall be administered as follows.

## I. SURPLUS OR OBSOLETE ITEMS

### A. Administration:

The Executive Director/Superintendent may declare property owned by the Long Valley Charter School (School) to be surplus/obsolete by making a written determination using the following guidelines:

1. Is excess property no longer being used;
2. Has exceeded its useful life;
3. Is no longer usable;
4. Is damaged and cannot be repaired;
5. Is damaged and cannot be repaired at a cost that is less than the property's value;
6. Or is no longer required to meet the School's needs or responsibilities.

### B. Disposition Guidelines

Textbooks:

1. Textbooks which are usable and surplus for Long Valley Charter School may be made available to other schools or sold to businesses that buy school textbooks.
2. Textbooks which are unusable shall be stamped, "discarded" and discarded.

Furniture and Equipment:

1. When the Executive Director or designee determines that School-owned property has a value of less than \$**10,000** and is in excess of current needs or is obsolete:
  - a. The item will be used as a trade-in on a replacement item;
  - b. Sell or donate the item;
  - c. Dispose of the item.
2. When the Executive Director or designee determines that School-owned property has a value of equal or greater than \$**10,000** and is in excess of current needs or is obsolete, it will be presented to the Governing Board for decision.

Motor Vehicles:

1. Motor vehicles that have been declared surplus may be sold or used as a trade-in toward a replacement vehicle (see section II below).
2. Motor vehicles that are estimated to have little or no resale value may be donated.

## **II. VEHICLE REPLACEMENT**

### A. Administration:

In order to assure responsible budget planning to maintain a fleet of vehicles (other than school buses) to safely transport students, replacement of LVCS vehicles will be planned when the vehicle is 10 years old or the odometer reaches 125,000 miles.

### B. Disposition Guidelines

Replaced vehicles will be sold for fair market value approved by the Executive Director/ Superintendent. If deemed necessary, the Executive Director/ Superintendent may waive replacing the vehicle until a future time. Such a waiver will be reported to the Governing Board.

DRAFT



# Long Valley Charter School

*A Non-Profit Public Benefit Corporation*

<b>Student Wellness Policy</b>		
Approved by: Board of Directors	Adopted July 11, 2017 Revised: 4/29/21; 10/12/23	Number: 6014

Long Valley Charter School (LVCS) is a nonprofit public benefit corporation that operates two individual charter schools: Long Valley School and Thompson Peak Charter School. This policy applies to both schools equally and the schools are collectively referred to as “Charter School.”

The Long Valley Charter School is committed to the optimal development of every student. As a school, we believe that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year. Whereas, each day, students and their parents trust that the foods offered at school are wholesome and safe, and that the governing board is responsible for ensuring the safety of foods provided at school.

This policy outlines the Long Valley Charter School’s approach to ensuring environments and opportunities for all students that promote healthy eating and regular physical activity as well as access to nutritious foods for all students’ wellness as described here.

## **I. Parent/ Guardian Involvement**

LVCS encourages parental involvement in the establishment, implementation and monitoring of this policy. To assure regular review, the Advisory Council of each of the Charters will conduct an annual review at their fall meeting. Additionally, the school will post the policy for all families to access and invite their feedback.

The Executive Director/ Superintendent will facilitate the development of and updates to the policy as well as compliance with the policy. The designated contact for information on this policy is El Roper, Business Services Manager at 530-827-2395 or [eroper@longvalleycs.org](mailto:eroper@longvalleycs.org).

## **II. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement**

### ***Implementation Plan***

Using the steps outlined below, LVCS will ensure the Charter School meets legal obligations regarding implementation of this Policy.

This Policy and the progress reports can be found at: [WEB LINK](#).

### ***Recordkeeping***

LVCS will retain records to document compliance with the requirements of this policy in the main office. Documentation maintained in this location will include but will not be limited to:

- The written Policy.
- Documentation demonstrating that the Policy has been made available to the public.
- Documentation to demonstrate compliance with the annual public notification requirements and community involvement requirements.

- Documentation of the triennial assessment of the Policy.
- Documentation demonstrating the most recent assessment on the implementation of the Policy has been made available to the public.

### ***Annual Notification of Policy***

LVCS will actively inform families and the public each year of basic information about this Policy, including its content, any updates to the Policy, and implementation status. LVCS will make this information available via the Charter School website and/or Charter School-wide communications. LVCS will provide as much information as possible about the Charter School nutrition environment. This will include a summary of Charter School’s events or activities related to Policy implementation.

### ***Triennial Progress Assessments***

At least once every three years, LVCS will evaluate compliance with the wellness policy to assess the implementation of the Policy and include:

- The extent to which the Charter School in compliance with this Policy;
- The extent to which the Charter School’s Policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of the Charter School’s Policy.

The position/person responsible for managing the triennial assessment and contact information is: El Roper, Business Services Manager at 530-827-2395 or [eroper@longvalleycs.org](mailto:eroper@longvalleycs.org).

The Executive Director/Superintendent will monitor the Charter School’s compliance with this Policy.

LVCS will actively notify households/families of the availability of the triennial progress report.

### ***Revisions and Updating the Policy***

LVCS will update or modify this Policy as appropriate based on the results of the triennial assessments and/or as Charter School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. This Policy will be assessed and updated as indicated at least every three (3) years, following the triennial assessment.

### ***Community Involvement, Outreach and Communications***

LVCS is committed to being responsive to community input, which begins with awareness of the Policy. LVCS will actively communicate ways in which representatives of the Advisory Committee, the Charter School and others can participate in the development, implementation and periodic review and update of this Policy through a variety of means. LVCS will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in Charter School nutrition standards.

LVCS will use electronic mechanisms, such as email or displaying notices on the Charter School’s website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to this Policy, as well as how to get involved and support the Policy. The Charter School will ensure that communications are culturally and linguistically appropriate to the community and accomplished through means similar to other ways that other local schools are communicating important school information with parents.

The Charter School will actively notify the public about the content of, the implementation of, and any updates to the Policy annually, at a minimum LVCS will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

## **III. Nutrition**



### ***Charter School Meals***

LVCS participates in USDA child nutrition programs, including the National School Lunch Program (“NSLP”) and the School Breakfast Program (“SBP”). The Charter School is committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students.
- Are appealing and attractive to children.
- Are served in clean and pleasant settings.
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations (The Charter School offers reimbursable school meals that meet USDA nutrition standards).
- Promote healthy food and beverage choices using at least ten of the following Smarter Lunchroom techniques:
  - Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
  - Sliced or cut fruit is available daily.
  - Daily fruit options are displayed in a location in the line of sight and reach of students.
  - All available vegetable options have been given creative or descriptive names.
  - Daily vegetable options are bundled into all grab-and-go meals available to students.
  - All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
  - White milk is placed in front of other beverages in all coolers.
  - Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
  - A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
  - Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.
  - Student artwork is displayed in the service and/or dining areas.
  - Daily announcements are used to promote and market menu options.

### ***Water***

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day. LVCS will make drinking water available where school meals are served during mealtimes.

### ***Competitive Foods and Beverages***

The Charter School is committed to ensuring that all foods and beverages available to students on the Charter School campus during the school day support healthy eating. The foods and beverages sold to students on campus during the school day (including the period from the midnight before, to 30 minutes after the end of the official school day) and served outside of the Charter School meal programs (e.g., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable School meal programs that are sold to students on the School campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

### ***Celebrations and Rewards***

All foods offered on the LVCS campus will meet or exceed the USDA Smart Snacks in Charter School nutrition standards, including through:

Celebrations and parties. LVCS will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.

1. Classroom snacks brought by parents. LVCS will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
2. Rewards and incentives. LVCS will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

### ***Fundraising***

Foods and beverages that meet or exceed the USDA Smart Snacks in Charter Schools nutrition standards may be sold through fundraisers on the LVCS campus during the school day. LVCS will make available to parents and teachers a list of healthy fundraising ideas. A special exemption may be allowed for the purpose of an infrequent fundraiser. The frequency is limited by the State agency and may not be sold in competition with school meals in the food service area during the meal service.

### ***Food and Beverage Marketing in Schools***

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

### ***Nutrition Promotion***

LVCS will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques described above; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in Charter School nutrition standards.

### **Procedures:**

#### **I. Nutrition Education and Promotion Goals**

The Long Valley Charter School will teach, model, encourage and support healthy eating for all students by:

- Providing students with the knowledge and skills necessary to promote and protect their health;
- Foods and beverages sold or served at school will meet the nutrition recommendations of the USDA
- Promoting fruits, vegetables, whole-grain products, low-fat and fat-free dairy products, healthy food preparation methods and accurate portion sizes
- Increasing student access to healthy breakfast and lunch meals
- Encouraging students to choose balanced and nutritious meals
- Giving all students K-12 the opportunity to be physically active on a daily basis
- Making the school eating area contain free, safe drinking water sources and facilities for washing hands
- Offering nutrition education in the cafeteria as well as the classroom, with coordination between the foodservice staff and teachers
- Including nutrition education training for teachers and other staff

#### **II. Health Education**

- The Long Valley Charter School will include in the health education curriculum the following essential topics on healthy eating:
- Reading and using FDA's nutrition fact labels · Eating a variety of foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain trans fat
- Choosing foods and beverages with little added sugars
- Importance of water consumption · Importance of eating breakfast · Reducing sodium intake ·
- The Dietary Guidelines for Americans
- Food safety · Preparing healthy meals and snacks

### III. Nutrition Standards for All Food and Beverages Sold or Served on School Grounds

School Meals: The Long Valley Charter School is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; that are moderate in sodium, low in saturated fat, and have zero grams trans-fat per serving (nutrition label or manufacturer's specification); and to meeting the nutrition needs of school children within their calorie requirements.

Part of the educational mission of the Long Valley Charter School is to improve the health of the students by teaching them to establish and maintain lifelong healthy eating habits. The mission shall be accomplished through nutrition education, physical education, garden-based learning experiences, core academic content in the classroom and the food served in the school. The governing board will ensure school meals will meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The Long Valley Charter School offers reimbursable school meals that meet USDA nutrition standards.

In addition, the following standards are in place:

- Parents/guardians and staff are encouraged to provide snacks that are consistent with the goals of the policy and to ensure that such items are served after the lunch hour
- Students are served lunch at an appropriate time of day
- No unhealthy food or beverage item may be advertised on school grounds, and fast food and "branded" food items shall not be offered for sale as part of any school meal program
- All cafeteria staff will have the knowledge of the USDA meal plans/reimbursable meals so they can properly advise students as to the meal components they may/must take
- Will provide students with at least 10 minutes to eat after sitting down for breakfast and 20 minutes after sitting down for lunch
- Meals will be served in a clean and pleasant setting and under appropriate supervision; Rules for safe behavior will be consistently enforced
- Will encourage hand washing and provide students access to hand washing facilities, preferably with warm water before they eat meals or snacks
- Discourage students from sharing of foods and beverages with one another during meal or snack times, given concerns about allergies and other restrictions on some children's diets.
- Participation in school meal programs will be promoted. Parents/guardians will be notified of the availability of the breakfast and lunch programs and will be encouraged to determine eligibility for reduced or free meals. The Long Valley Charter School will use nontraditional breakfast service to increase participation, such as Second Chance Breakfast.
- Competitive Foods and Beverages:
- All foods and beverages sold on school grounds to students outside of reimbursable school meals are considered "competitive foods". Competitive foods include items sold for in-school fundraisers. Competitive foods will only be available before school and 30 minutes after school is concluded for the day.

### IV. Physical Education

The Long Valley Charter School shall meet or exceed that mandated minutes required by the State of California and shall meet or exceed the California State Content and Performance Standards for Physical Education.

The governing board will ensure the following:

- Provide quality physical education, in a sequential and comprehensive, enjoyable, safe, and secure learning environment
- Provide adequate space to maximize practice opportunities for each student
- Provide adequate equipment for all students to be actively engaged individuals
- Provide adequate student preparation for Physical Fitness Testing, to all 5th, 7th and 9th grade students
- Provide classroom and physical education teachers' professional development that includes: scope and sequence, appropriate practices, assessment of student performance, and appropriate protocols for administering the Physical Fitness Testing

#### V. Physical Activity

All students will be provided equal opportunity to participate in physical education classes. The Long Valley Charter School will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

The governing board will ensure the following:

- All Long Valley Charter School students in each grade will receive opportunities for daily physical activity
- Physical education staff shall appropriately limit the amount or type of physical exercise required of students during air pollution episodes, excessively hot weather, or other inclement conditions. An appropriate alternative shall be provided for students with a physical disability that may restrict excessive physical exertion
- Daily Recess: All students will have an opportunity for daily-supervised recess, preferably outdoors, during which staff would encourage moderate to vigorous physical activity verbally and through the provision of space and equipment. In the event that the school or district must conduct indoor recess, teachers and staff will follow the indoor recess guidelines that promote physical activity for students, to the extent practicable.
- The Long Valley Charter School shall discourage extended periods (i.e., periods of two or more hours) of inactivity. When activities, such as mandatory school-wide testing, make it necessary for students to remain indoors for long periods of time, students should be given periodic breaks during which they are encouraged to stand and be moderately active.

#### VI. Community Health Promotion and Family Engagement

The Long Valley Charter School will promote to parents/guardians/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed, invited to participate in school-sponsored activities, and will receive information about health promotion efforts.

**LONG VALLEY CHARTER SCHOOL  
BOARD RECOMMENDATION FORM**

AGENDA ITEM: Enrollment/Admissions Calendar-Action Item C

SUMMARY:

Policy 6018 (Enrollment/Admissions) provides estimated timeframes surrounding annual enrollment and admissions. The following are the proposed dates for this school year.

Action	Policy Guideline	Proposed Dates
Set capacity limit for the next school year	March	3/14/24
Re-Enrollment Period for the next school year	First two weeks in April	3/25/24-4/12/24
Open Enrollment Period for the next school year	First two weeks in April	3/25/24-4/12/24
Current year enrollment closes	On or about April 15th	4/12/2024
Notifications of enrollment offers or participation in a lottery distributed (rules for lottery will be included)	Immediately following open enrollment period	4/17/2024
Public Random Drawing (if needed)	Early to mid-May	5/1/2024

DIRECTOR’S RECOMMENDATION:

Approve as Presented       Disapprove

This action item concerns:

- Long Valley School
- Thompson Peak Charter



# Long Valley Charter School

*Imagine-Achieve-Inspire*

## **Law Enforcement Official on Campus Policy**

Approved by: Board of Directors

Date Adopted: 10/12/23

Number: 5001

### **LAW ENFORCEMENT OFFICIAL ON CAMPUS POLICY**

The Board of Directors of Long Valley Charter School (“LVCS” or “Charter School”) believes that the safety of students and staff is essential to achieving the goal of student learning. LVCS recognizes that the safety of students, staff, and other persons on school grounds and at LVCS related activities or events may require the presence and involvement of law enforcement. LVCS expects its employees to respect and maintain the dignity of every student while in situations that may subject students to questioning and/or apprehension by law enforcement.

#### **Initial Contact with Law Enforcement**

The Executive Director/Superintendent or designee acting with the proper standard of care in releasing a student to a law enforcement officer (“officer”) for an interview or other legitimate law enforcement purpose will incur no liability. The degree of care required of an Executive Director/Superintendent or designee consists of ascertaining:

- a) The identity and official capacity of the officer;
- b) The authority under which the officer acts before interrogating, interviewing, or apprehending the student; and
- c) In the case of the release of the child, the reason for such action.

When an officer requests an interview with a student, the Executive Director/Superintendent or designee shall obtain the officer’s identity and verify that the interview is part of an official investigation. The Executive Director/Superintendent or designee will request to see the officer’s badge, work identification (“ID”), and/or work credentials. The Executive Director/Superintendent shall ask for a business card that the Charter School will keep on file and shall record the officer’s name and badge/license/credential number and contact information. If there is any doubt as to the officer’s identity, the Executive Director/Superintendent shall contact their superior and confirm that the officer is with the agency they claim to be representing.

The Executive Director/Superintendent or designee will confirm why the officer is at the Charter School and what their intended actions are, including whether the officer intends to question the student, investigate a child abuse claim, or arrest the student. Additionally, the Executive Director/Superintendent or designee will ask if the officer has a warrant, court order, or written parental consent for documentation purposes only.

The Executive Director/Superintendent or designee will suggest that the student be questioned or detained off campus during non-school hours.

#### **Interrogation/Interview of LVCS Students by Law Enforcement**

An officer may enter a school site to interview or interrogate students as suspects or witnesses. For non-school related matters, absent extenuating circumstances such as child abuse/neglect or felony

investigations, the officer will be requested to refrain from interrogating/interviewing LVCS students on school grounds or at Charter School related activities or events. The Executive Director/Superintendent or designee has no right to prohibit an officer from interrogating or interviewing students while at school. Resisting, delaying, or obstructing an officer from discharging any official duty is a criminal offense.

The Executive Director/Superintendent or designee shall notify the student's parent/guardian as soon as practicable when an officer requests to interrogate/interview a student on Charter School premises, except in cases of child abuse or neglect. When an officer seeks to interview/interrogate a student who has an individualized education plan ("IEP") or a plan under section 504 of the Rehabilitation Act of 1973 ("504 Plan"), or is an English Learner ("EL"), the Executive Director/Superintendent or designee will endeavor to provide notice to the student's parent/guardian of the officer's desire to interview the student and request authorization from the parent/guardian to notify the officer that the student has an IEP, a 504 plan, or is an EL.

The Executive Director/Superintendent or designee shall work with the officer to accommodate a requested interview/interrogation in a way that causes the least possible disruption for the student and Charter School and provides the student with appropriate privacy in a private location away from other students and staff, as necessary.

The Executive Director/Superintendent or designee, acting in *loco parentis*, must protect students' constitutionally protected rights, by informing the student(s) of their fundamental, constitutional right of the privilege against self-incrimination, or ensure that the officer informs the student, prior to questioning by the officer. Prior to any interrogation/interview by the officer of a student who is in temporary custody, and before any waiver of Miranda rights is made by a student seventeen (17) years of age or younger, the student shall first consult with legal counsel either in person, by telephone, or by video conference. The student or their parent/guardian may not waive this right to consult with legal counsel prior to a custodial interrogation or prior to a waiver of Miranda rights.

The Executive Director/Superintendent or designee will also inform students of their right to have the Executive Director/Superintendent or designee or parent/guardian present during any questioning of a minor LVCS student and request to be present for any questioning of LVCS students. The officer must include the Executive Director/Superintendent or designee in an interview of a minor if the minor requests the Executive Director/Superintendent or designee be present or the student does not object to the Executive Director/Superintendent or designee's request to be present. If the student requests to see their parent/guardian, the request must be construed as the minor's right to invoke the 5th Amendment.

It is the officer's responsibility to meet any legal requirements from a law enforcement perspective relating to advising a student of constitutional or statutory rights. An officer need not inform a student of their right to have a parent/guardian present and, absent a minor's request for a parent/guardian or other adult, the absence of a parent/guardian will not invalidate a confession. Officers have a statutory obligation to ensure a minor seventeen (17) years of age or younger speaks with an attorney prior to waiving the student's Miranda rights.

### **Apprehension of LVCS Students by Law Enforcement**

In an effort to minimize disruption to the learning environment, the Executive Director/Superintendent or designee should discuss with the officer the reasonableness of making an arrest when students are actively participating in classroom instruction. When considering whether it is reasonable to arrest a student on campus, the Executive Director/Superintendent or designee should recommend the officer consider the

following:

- The seriousness of the offense
- Whether the arrest can be affected by other means
- Whether there is an imminent threat to public safety.

Because the Charter School official stands in *loco parentis*, parental permission is not necessary before a minor can be questioned and/or arrested at the Charter School.

A minor may be taken into custody without a warrant if there is reasonable cause that the minor is:

1. A minor between twelve (12) years of age and seventeen (17) years of age, inclusive, who persistently or habitually refuses to obey the reasonable and proper orders or directions of the minor's parents, guardian, or custodian, or who is beyond the control of that person, or who is a minor between twelve (12) years of age and seventeen (17) years of age, inclusive, when the minor violated any ordinance of any California city or county establishing a curfew based solely on age is within the jurisdiction of the juvenile court which may adjudge the minor to be a ward of the court.
2. A person with four (4) or more trancies within one (1) school year as defined in Education Code section 48260;
3. A ward of the court;
4. A person under the age of eighteen (18) when the student violates any law of California, city, county, and/or of the United States and is therefore under the jurisdiction of the juvenile court; or
5. Any person alleged, when they are twelve (12) years or older, to have committed specified crimes under California Welfare and Institutions Code section 602, subdivision (b).

### **Request for Student Information by Law Enforcement**

Pursuant to student confidentiality under the Family Educational Rights Privacy Act ("FERPA"), written parent/guardian consent is required prior to disclosing a student's personally identifiable information ("PII") and education records. Should an officer request a student's PII or student records, the requested information may be protected by FERPA. With few exceptions, the Charter School must obtain written parent/guardian consent to release PII or student records unless the officer has provided LVCS with a lawfully issued subpoena. If LVCS receives a lawfully issued subpoena, LVCS shall comply with the subpoena after providing the parent/guardian with reasonable notice of its intent to comply.

Under FERPA, LVCS is permitted to disclose FERPA-protected information to an officer in connection with an emergency, which must be an actual, impending or imminent emergency. The health or safety emergency provision under FERPA permits such disclosures of PII or a student's educational records when the disclosure is necessary to protect the health or safety of the student or other individuals. This exception to FERPA's general consent requirement is limited to the period of the emergency and generally does not allow for a blanket release of PII from a student's educational records. Rather, these disclosures must be related to an actual, impending, or imminent emergency, such as a natural disaster, a terrorist attack, a campus shooting, or the outbreak of an epidemic disease.

The Charter School may disclose "directory information" of a student, which includes, but is not limited to, information such as the student's name, address, telephone listing, date and place of birth, participation in officially recognized activities and sports, and dates of attendance, to law enforcement officials, without the parent/guardian or eligible student's written consent, if the Charter School has given public notice to parents and eligible students of (1) the types of PII that it has designated as "directory information," (2)



the right of the parent or eligible student to restrict the disclosure of such information, and (3) the period of time within which a parent or eligible student has to notify the educational agency or institution in writing that he or she does not want any or all of those types of information designated as “directory information.”

### **Records of Student Interviews and Removals by Law Enforcement**

The Executive Director/Superintendent or designee shall maintain a record of an officer’s interview(s) or interrogation(s) of LVCS students at the Charter School site and the removal of a LVCS student by an officer from the school site.

Although subpoenas may legally be served at the Charter School on students aged twelve (12) or older, the LVCS believes that serving officials should be strongly urged to serve subpoenas at the home of the student or other non-school location whenever possible. When served at the Charter School, the Executive Director/Superintendent or designee shall take reasonable steps to minimize the student’s embarrassment and protect the student’s privacy and loss of class time.

If an officer takes custody of a student (removes the student from school), the Executive Director/Superintendent or designee must immediately inform the student’s parent(s)/guardian(s) or responsible relative. The only time the student’s parent(s)/guardian(s) should not be informed by the Executive Director/Superintendent or designee is in the case of a student being taken into custody because they have suffered child abuse. In those cases, the Charter School must provide the officer information as to how the student’s parent(s)/guardian(s) can be contacted.

Under no circumstances should the Executive Director/Superintendent or designees release confidential information such as details about the student’s apprehension to other students or parent(s)/guardian(s) of other students unless those persons have a right to such information.

Parent/guardian permission for the Executive Director/Superintendent to release the child to the authorities is not required. Parent(s)/guardian(s) must be notified immediately in case of emergency or if the release of a student to an officer is necessary, e.g., removal of the student from campus in order to aid law enforcement in an investigation. An emergency exists if the immediate assistance of the child is required by the officer in the detection or apprehension of a criminal.