

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

By Order of the President of the Board of Trustees, this is a Call for the Regular Meeting of the Board of Trustees of the River Delta Unified School District to be held:

October 9, 2018

Bates Elementary School ♦ 180 Primasing, Courtland, CA

A copy of the full agenda (with backup documents but without confidential closed session items) is available for public review at the District Office, 445 Montezuma St., Rio Vista, California, at least 72 hours prior to the announced meeting of the Board of Trustees or online at <http://riverdelta.org> under the heading: Board of Trustees

REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 5:30 p.m.)
2. Roll Call
3. Review Closed Session Agenda (see attached agenda)
 - 3.1 Announce Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items Only
4. Approve Closed Session Agenda and Adjourn to the **Closed Session** (@5:35 p.m.)

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____
5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: _____
 - 5.1 Retake Roll Call

Member Fernandez ____; Member Olson ____; Member Riley ____; Member Donnelly ____;
Member Elliott ____; Member Maghoney ____; Member Bettencourt ____
 - 5.2 Pledge of Allegiance
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) – Board President Fernandez
7. Review and Approve the **Open Session** Agenda

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
8. Public Comment: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific agenda item on this agenda until it is brought up for discussion.** To address the Board, raise your hand and when you have been called on, please step up to the podium and state your name. **However, understand the Board may not take action on any item which is not actually listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed three minutes to address the Board on any non-agendized item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.}
9. **Reports, Presentations, Information**
 - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.1.1 Board Members' report(s)
 - 9.1.2 Committee report(s)
 - 9.1.3 Superintendent Beno's report(s)
 - 9.1.3.1 CSEA Employee of the Year – Ray Camacho
 - 9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Elizabeth Keema-Aston, Chief Business Officer and Ken Gaston, Director of MOT
 - 9.2.1 ADA/Enrollment Report – Elizabeth Keema-Aston
 - 9.2.2 Monthly Financial Report - Elizabeth Keema-Aston
 - 9.2.3 Maintenance, Operations & Transportation Update - Ken Gaston

- 9.3 Other – Education Services’ Reports and/or Presentation(s) – Kathy Wright
 - 9.3.1 Williams’ Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials – Third Quarter (July - September) – Kathy Wright
 - 9.3.2 California Assessment of Student Performance and Progress (CAASPP) Presentation – Kathy Wright
- 9.4 River Delta Unified Teacher’s Association (RDUTA) Update:
- 9.5 California State Employees’ Association (CSEA) Chapter #319 Update:

10. **Consent Calendar**

- 10.1 Approve Board Minutes
 - Regular Meeting of the Board, September 11, 2018
- 10.2 Receive and Approve Monthly Personnel Reports
 - As of October 9, 2018
- 10.3 District’s Monthly Expenditure Report
 - September 2018
- 10.4 Request to approve the Independent Contract for Services Agreement with Sacramento Theatre Company for the 2018-2019 school year at a cost not to exceed \$4,176 – Arts Grant – Antonia Slagle
- 10.5 Request to approve the overnight field trip for Bates Elementary 5th and 6th grade students to attend the Sly Park Environmental Education Center from May 28-31, 2019 – Maria Elena Becerra
- 10.6 Request to approve the Delta High School Heavenly Boosters fundraising events “Carmazzi Caramel Corn” to benefit the Cross Country and Track teams, and the “Winter and Spring Music Concert Dinner Programs” to benefit the Music Program – Laura Uslan
- 10.7 Request to approve the Delta High School FFA Boosters fundraising event “Texas Hold ‘Em Game Night” to benefit the students attending the National FFA Convention fieldtrip to Indiana and to Washington DC – Laura Uslan
- 10.8 Request to approve the additional funding to the current General Agreement for Nonpublic, Nonsectarian School or agency (Learning Solutions) for the 2018-2019 school year – Not to exceed \$30,000 – Special Education Funds – Kathy Wright
- 10.9 Donations to Receive and Acknowledge:
 - Isleton Elementary School – 6th grade Sly Park Educational Fieldtrip**
 - Pat Teisseire - \$200
 - Oilwell Materials & Hardware Co., Inc. - \$100
 - Reamer Farms, Inc. - \$235
 - Rogelios, Inc. - \$20
 - Lira’s Supermarket - \$235
 - Rio Vista High, Riverview Middle and D.H. White Elementary School**
 - Rio Vista Lions Club – Catapult EMS License - \$1902
 - Rio Vista High School – Deven Davis Scholarship Fund**
 - Dana Halbrook - \$100
 - Rio Vista High School – Elizabeth McCormack Library**
 - Harvey L. and Maud C. Sorensen Foundation - \$85,000

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

Action Items -- Individual speakers shall be allowed three minutes to address the Board on any agendized item. The Board shall limit the *total time* for public presentation and input on *all items* to a maximum of 20 minutes. With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration.

- 11. Request to approve the second and final reading of the updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions as of July 2018 – Don Beno

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

- 12. County of Sacramento – Treasury Oversight Committee, School and Community College District Representative Election 2018 Ballot (Ballots must be received by the Department of Finance no later than October 22, 2018) – Don Beno

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

13. Request to approve the Notice of Completion (NOC) for the Student Drop-off Loop Repairs at D.H. White Elementary School – Elizabeth Keema-Aston

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

14. Request to approve the job description for Supervisor of Maintenance, Operations and Transportation – Elizabeth Keema-Aston

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

15. Request of Resolution # 754 Giving Notice of Intent to Grant Easements to Sacramento Area Sewer District and intent to hold a Public Hearing and vote at the regularly scheduled November 13, 2018 meeting.– Elizabeth Keema-Aston

Motioned: _____ Second: _____

Roll Call Vote: Member Fernandez ____; Member Olson ____; Member Riley ____; Member Donnelly ____; Member Elliott ____; Member Bettencourt ____; Vote: _____

16. Re-Adjourn to continue Closed Session, if needed

17. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) – Board President Fernandez

18. Adjournment

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Abstentions: _____ Time: _____

A copy of the full agenda (with backup documents but without confidential closed session items) is available for public review at the District Office, 445 Montezuma St., Rio Vista, California, at least 72 hours prior to the announced meeting of the Board of Trustees. The full agenda with backup materials is also available online at <http://riverdelta.org>.

Americans with Disabilities Act Compliance: Any and all requests for "...any disability-related modification or accommodation, including auxiliary aids or services..." needed to access our agendas or to participate in the public meetings, must be received in writing by the Superintendent's Office at 445 Montezuma Street, Rio Vista, CA 94571 at least annually before July 1 of each year - or at least 5 calendar days prior to the individual meeting in question. All inquiries may be directed to the Superintendent's Office c/o Jennifer Gaston at (707) 374-1711.

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries and the River News Herald were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on or before Friday, October 5, 2018, by or before 5:30 p.m.

By: Jennifer Gaston Jennifer Gaston, Executive Assistant, to the Superintendent.

ATTACHMENT

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

By Order of the President of the Board of Trustees, this is a Call for the Regular Meeting of the Board of Trustees of the River Delta Unified School District to be held:

October 9, 2018

Bates Elementary School ♦ 180 Primasing, Courtland, CA

CLOSED SESSION

As provided by Government Code Section 54957, the Board is requested to meet in closed session for consideration of **personnel appointment, employment, discipline, complaint, evaluation or dismissal** [Government Code Section 54957], **possible or pending litigation** [Government Code 54956.9(a)(b)(c)], **student discipline** [Education Code Sections 49070 (c) and 76232 (c)], **employee/employer negotiations** [Government Code Section 3549.1 and 54957.6], **or real property transactions** [Government Code Section 54956.8].

A Closed Session will be held beginning at 5:35 p.m. on October 9, 2018, at the Bates Elementary School, Courtland, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

4.1 **Student Discipline** [Education Code Sections 49070 (c) and 76232 (c)]. - None

4.2 **Possible or Pending Litigation** [Government Code 54956.9(a)(b)(c)]
Following Conference with Legal Counsel Following Conference with Legal Counsel (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)

4.2.1 Name(s) unspecified as disclosure would jeopardize the service of process and/or existing/possible settlement negotiations.

4.3 **Personnel Evaluation, Searches, Appointment, Employment, Complaint, Discipline, Dismissal, Non-reelects and Releases** [Government Code Section 54957]

Following Conference with Legal Counsel (Girard, Edwards, Stevens & Tucker LLP):

Public Employee(s) Evaluation:

4.3.1 Certificated

4.3.2 Classified

4.3.3 Public Employee(s) Searches, Appointment, Employment conditions

4.3.3.1 Superintendent

4.3.4 Complaint, Discipline, Dismissal, Non-reelects, & Releases

4.3.5 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6] Following negotiation meetings any/all units.

4.3.5.1 RDUTA

4.3.5.2 CSEA

4.4 **Real Property Transactions** [Government Code Section 54956.8] Following Conference with Legal Counsel (Parker & Covert, LLC):

4.4.1 Disposition/needs of real property: names unspecified, as disclosure would jeopardize process and/or existing/possible settlement negotiations

5. Adjourn to Open Session (@6:30 p.m.) Any formal action taken by the Board in the above items will be reported in Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. The meeting may be reconvened as needed (i.e. following the end of Open Session).

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Abstentions: _____ Time: _____

jg

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

| | | |
|-----------------|--|--------------------------------|
| Meeting Date: | October 9, 2018 | Attachments: <u>X</u> |
| From: | Elizabeth Keema-Aston, Chief Business Officer | Item No.: 9.2.1 |
| <hr/> | | |
| <u>SUBJECT:</u> | Monthly Enrollment and ADA Report (Sept. Month 2) | Action Item: <u> </u> |
| | | Consent Action: <u> </u> |
| | | Information Only: <u> x </u> |

Background: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment and ADA for *2017-2018 and 2018-2019*. The summary also shows the increase/decrease enrollment for current and prior months. The attached charts compare the ADA with Enrollment for the current year and five (5) prior years.

Status: District-wide enrollment ***increased by 46 students*** compared to the same month last year, decreasing from 1,899 to 1,945. (Does not include Adult Ed)

District-wide enrollment ***increased by 17 students*** compared to **last month** (*August*), from 1,928 to 1,945. (Does not include Adult Ed)

District-wide attendance ***increased 7 ADA*** compared to **last month** (*August*), 1,850 to 1,857. (Does not include Adult Ed)

Prepared by: Elvia Navarro, Accounting Specialist

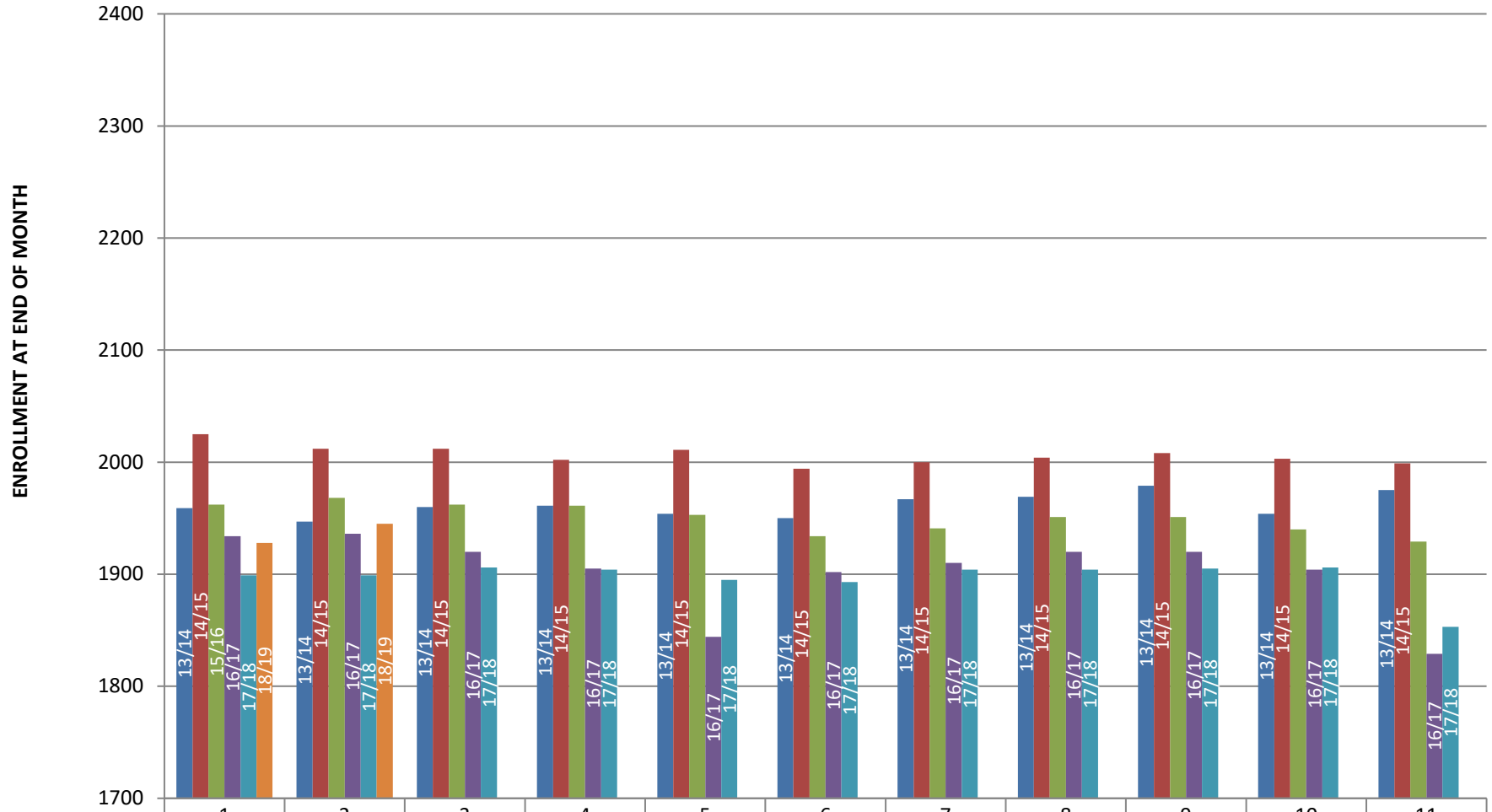
Presenter: Elizabeth Keema-Aston, Chief Business Officer

Recommendation:

That the Board receives the information presented.

| SITE | | AUG | AUG | % of ADA | | SEPT | SEPT | Incr/Decr From Pr Month | % of ADA |
|--|-----|-------|-------|----------|--|-------|-------|-------------------------|----------|
| | | 17-18 | 18-19 | | | 17-18 | 18-19 | | |
| BATES | ENR | 136 | 118 | 98.3% | | 132 | 121 | 3 | 96.7% |
| | ADA | 133 | 116 | | | 132 | 117 | | |
| CLARKSBURG (7th & 8th Gr) | ENR | 197 | 193 | 97.4% | | 197 | 195 | 2 | 96.4% |
| | ADA | 193 | 188 | | | 192 | 188 | | |
| ISLETON | ENR | 159 | 162 | 95.7% | | 158 | 158 | -4 | 96.8% |
| | ADA | 153 | 155 | | | 151 | 153 | | |
| RIVERVIEW | ENR | 231 | 234 | 94.9% | | 230 | 233 | -1 | 95.3% |
| | ADA | 226 | 222 | | | 221 | 222 | | |
| WALNUT GROVE | ENR | 163 | 165 | 95.8% | | 164 | 168 | 3 | 94.6% |
| | ADA | 158 | 158 | | | 158 | 159 | | |
| D.H. WHITE | ENR | 352 | 333 | 95.8% | | 353 | 346 | 13 | 94.2% |
| | ADA | 331 | 319 | | | 337 | 326 | | |
| ELEMENTARY SUB TOTAL | ENR | 1,238 | 1,205 | | | 1,234 | 1,221 | 16 | |
| | ADA | 1,194 | 1,158 | | | 1,191 | 1,165 | | |
| CLARKSBURG (9th Grade) | ENR | 80 | 83 | 97.6% | | 80 | 83 | 0 | 96.4% |
| | ADA | 79 | 81 | | | 78 | 80 | | |
| DELTA HIGH | ENR | 162 | 191 | 95.8% | | 164 | 191 | 0 | 96.3% |
| | ADA | 160 | 183 | | | 157 | 184 | | |
| RIO VISTA HIGH | ENR | 386 | 414 | 96.1% | | 385 | 415 | 1 | 95.2% |
| | ADA | 372 | 398 | | | 368 | 395 | | |
| HIGH SCHOOL SUB TOTAL | ENR | 628 | 688 | | | 629 | 689 | 1 | |
| | ADA | 611 | 662 | | | 603 | 659 | | |
| Mokelumne High (Continuation) | ENR | 15 | 14 | | | 14 | 14 | 0 | |
| | ADA | 12 | 11 | | | 12 | 12 | | |
| River Delta High/Elem (Alternative) | ENR | 14 | 18 | | | 18 | 18 | 0 | |
| | ADA | 11 | 16 | | | 11 | 18 | | |
| Community Day | ENR | 4 | 3 | | | 4 | 3 | 0 | |
| | ADA | 3 | 3 | | | 4 | 3 | | |
| TOTAL K-12 LCFF Funded | ENR | 1,899 | 1,928 | | | 1,899 | 1,945 | 17 | |
| | ADA | 1,831 | 1,850 | | | 1,821 | 1,857 | | |
| Wind River- Adult Ed | ENR | 0 | 0 | | | 40 | 0 | 0 | |
| TOTAL DISTRICT | ENR | 1,899 | 1,928 | | | 1,939 | 1,945 | 17 | |

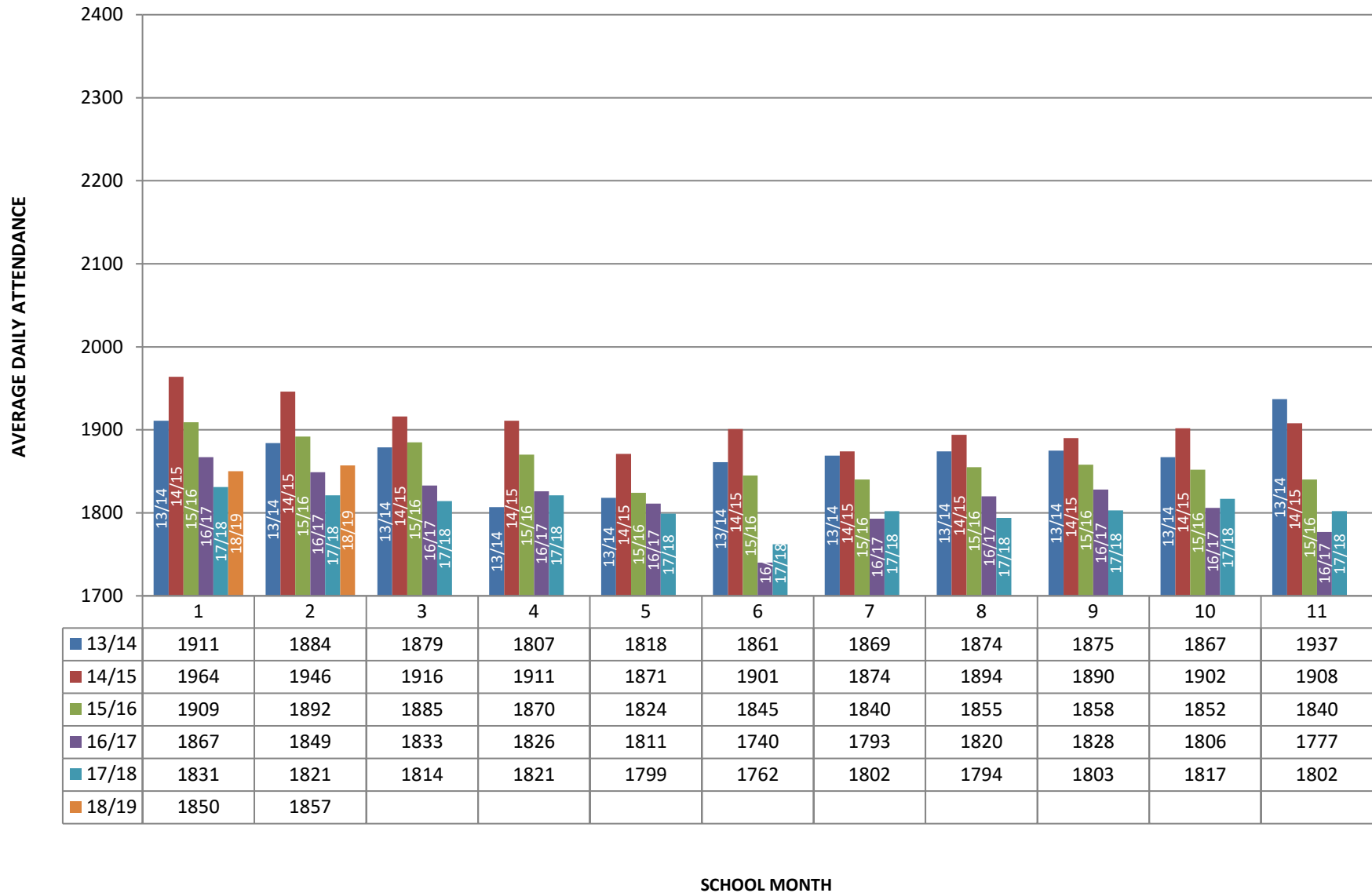
ENROLLMENT



| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|-------|------|------|------|------|------|------|------|------|------|------|------|
| 13/14 | 1959 | 1947 | 1960 | 1961 | 1954 | 1950 | 1967 | 1969 | 1979 | 1954 | 1975 |
| 14/15 | 2025 | 2012 | 2012 | 2002 | 2011 | 1994 | 2000 | 2004 | 2008 | 2003 | 1999 |
| 15/16 | 1962 | 1968 | 1962 | 1961 | 1953 | 1934 | 1941 | 1951 | 1951 | 1940 | 1929 |
| 16/17 | 1934 | 1936 | 1920 | 1905 | 1844 | 1902 | 1910 | 1920 | 1920 | 1904 | 1829 |
| 17/18 | 1899 | 1899 | 1906 | 1904 | 1895 | 1893 | 1904 | 1904 | 1905 | 1906 | 1853 |
| 18/19 | 1928 | 1945 | | | | | | | | | |

SCHOOL MONTH

ACTUAL ATTENDANCE



BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018 Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 9.2.2

SUBJECT Monthly Financial Report Action: _____

Consent Action: _____

Information Only: X

Background:

Each month the Chief Business Officer prepares a monthly financial summary report, showing both budgeted and actual revenues and expenditures for each district fund for the prior month. The report includes: the percentage of the districts ending fund from the prior month, the percentage of the districts ending fund balance (reserves) at the end of the reported month.

This report does not include any encumbered expenditures.

Status:

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present:

Cost &/or Funding Sources

Not Applicable

Recommendation:

That the Board receives the Monthly Financial report as submitted.

Time: _____ 5 mins. _____

River Delta Unified School District
 2018-19 Working Budget vs. Actuals Report
 September 30, 2018

| Working Budget | | | | | Actuals thru: 9/30/2018 | | | | | |
|-------------------------------------|----------------------------|--|--|-------------------------|-------------------------|---------------------------------------|--------------------------|------------------------------|----------------------|---------------------------|
| | Beginning Balance (A) | Net Income/ Contributions in (B) | Expense/ Contributions out (C) | Ending Balance (D) | YTD Income (E) | YTD Paid to Delta Charter (F) | YTD Net Revenue (G) | Percentage Received (H) | YTD Expense (I) | Percentage Spent (J) |
| | | | | | (G/B=H) | | | | (I/C=J) | |
| General Fund: (01) | | | | | | | | | | |
| Unrestricted | 5,136,358 | 17,061,188 | 16,789,718 | 5,407,828 | 1,917,120 | 556,967 | 1,360,153 | 7.97% | 3,761,751 | 22.41% |
| Restricted | 726,556 | 6,716,679 | 6,716,679 | 726,556 | 461,243 | | 461,243 | 6.87% | 938,681 | 13.98% |
| Combined | 5,862,914 | 23,777,867 | 23,506,397 | 6,134,384 | 2,378,364 | 556,967 | 1,821,397 | 7.66% | 4,700,432 | 20.00% |
| <i>Dry Period Financing</i> | | | | | - | | - | | | |
| General Fund - Fund Balance % | 26.10% | <i>Represents Ending Balances divided by Budget Expenses (D/C)</i> | | | | | | | | |
| Other Funds | | | | | | | | | | |
| Adult Ed. (11) | 25,474 | 79,030 | 78,930 | 25,574 | 180 | | 180 | 0.23% | 19,709 | 24.97% |
| Child Development (12) | - | 292,139 | 292,139 | - | 71,575 | | 71,575 | 24.50% | 59,805 | 20.47% |
| Cafeteria (13) | 95,748 | 1,017,330 | 1,014,898 | 98,180 | 228 | | 228 | 0.02% | 96,321 | 9.49% |
| Sp. Res-Other than Cap. Outlay (17) | 69,107 | 900 | - | 70,007 | 514 | | 514 | 0.00% | - | 0.00% |
| Bond Fund (21) | 1,011,135 | 38,600 | 27,400 | 1,022,335 | 11,032 | | 11,032 | 28.58% | 22,400 | 81.75% |
| Bond Fund- SFID #1 South (22) | 113,137 | 12,000 | 12,000 | 113,137 | 811 | | 811 | 6.76% | 1,628 | 13.57% |
| Bond Fund - SFID #2 North (23) | 47,012 | 12,000 | 12,000 | 47,012 | 329 | | 329 | 2.74% | 2,442 | 20.35% |
| Developer Fees (25) | 357,898 | 734,876 | 252,476 | 840,298 | 190,779 | | 190,779 | 25.96% | 213,388 | 84.52% |
| County School Facilities (35) | 3,232 | - | - | 3,232 | 23 | | 23 | 0.00% | - | 0.00% |
| Capital Projects (49) | 20,248 | 11,125 | 11,125 | 20,248 | 214 | | 214 | 1.92% | 6,105 | 54.87% |

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651

BOARD AGENDA BRIEFING

Meeting Date: 10-9-18
From: Ken Gaston, Director of MOT

Attachments: __X__

Item Number: _9.2.3_

SUBJECT Monthly M.O.T. Information Report

Action: _____
Consent Action: _____
Information Only: X

Background:

To provide a monthly update on the activities of the Maintenance, Operations & Transportation departments

Status:

See attached monthly report for the period of September 2018

Presenter Ken Gaston

Other People Who Might Be Present

Cost &/or Funding Sources

Recommendation:

That the Board receives this information

Time: ____5 mins.____

Maintenance, Operations & Transportation
Monthly Report for Board Meeting
October 9, 2018

Routine maintenance, repairs and custodial duties at all school sites and district office were completed. Other non-routine projects have been captured below.

Maintenance & Operations:

- **Clarksburg Middle School**
 - Repaired short in alarm system and replaced battery - \$156.17

- **Delta High School**
 - Pumped out sewer in AG Bldg. - \$398.56

- **D.H. White Elementary School**
 - Replaced blower motor on AC in Administration Office - \$236.05
 - Installed new window in B Bldg. - \$167.13
 - Repaired AC in Room 7 - \$646.46

- **Rio Vista High School**
 - Installed irrigation system between E and Main Bldg. - \$1,015.02
 - Repaired basketball hoop bracket - \$198.00
 - Installed new temperature control module on large commercial refrigerator - \$451.54
 - Installed new defrost heat switch on small freezer in back storage room - \$520.38
 - Installed new motor on thermostat in Theater - \$100.34
 - Repaired sink in Home Economic Room - \$143.29
 - Unplugged sewer line - \$141.36

- **Riverview Middle School**
 - Attached hand rail to existing fence railing - \$578.23
 - Cleaned out sub-surface storm drain pipes and attached flex hose on downspouts on sub-surface pipes - \$166.63
 - Removed, straightened and re-installed floor drain covers and replace gasket on faucet in Bldg. B - \$132.66

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 9.3.1__

SUBJECT:

Williams Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials.

Action: _____

Consent Action: _____

Information Only: X

Background:

The Williams Settlement requires that all students have qualified teachers, appropriate instructional materials and that their schools be clean and safe. The settlement holds schools accountable for delivering these fundamental elements. Education Code 35186 BP 13124 also requires the district to provide quarterly reports regarding Williams Settlement compliance.

Status:

The district has received no complaints this quarter.

Presenter:

Kathy Wright, Director of Educational Services

Other People Who Might Be Present:

None

Cost &/or Funding Sources

No cost to the district

Recommendation:

That the board receives this item as fulfillment of Williams Settlement requirements.

Time: 2 minutes

Quarterly District Report: *Williams* Uniform Complaint Process (UCP)

Properly submitting this form to SCOE serves as your district's *Williams* UCP Quarterly Complaint Report per *Education Code* § 35186(d). All fields are required.

SUBMITTER INFORMATION

Name

Person submitting form

Job Title

Phone Number

Include area code

E-mail Address

DISTRICT INFORMATION

School District

Year Covered by This Report

Quarter Covered by This Report

COMPLAINTS

Sufficiency of Textbooks

| | |
|--|--|
| Total Number of Textbook Complaints Enter 0 if none. | |
| Number of Textbook Complaints <u>Resolved</u> Enter 0 if none. | |
| Number of Textbook Complaints <u>Unresolved</u> Enter 0 if none. | |

Emergency School Facilities Issues

| | |
|--|--|
| Total Number of Emergency Facilities Complaints Enter 0 if none. | |
| Number of Emergency Facilities Complaints <u>Resolved</u> Enter 0 if none. | |
| Number of Emergency Facilities Complaints <u>Unresolved</u> Enter 0 if none. | |

Vacancy or Misassignment of Teachers

| | |
|---|--|
| Total Number of Vacancy/Misassignment Complaints Enter 0 if none. | |
| Number of Vacancy/Misassignment Complaints <u>Resolved</u> Enter 0 if none. | |
| Number of Vacancy/Misassignment Complaints <u>Unresolved</u> Enter 0 if none. | |

RESOLUTION OF COMPLAINTS

Briefly summarize the nature of complaints and how they were resolved.

Enter "N/A" if no complaints were received. If you need more space, enter "sent by e-mail" and send your summary to Shannon Hansen with your report.

REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

The number of UCP complaints (textbooks, facilities, and teachers categories) filed for the quarter being reported *MUST* be entered in this report. Please check the box below confirming this:

Includes All UCP Complaints

All UCP complaints for the indicated quarter are being reported—from my district office and all school sites in my district.

By submitting this form, you certify that the information is complete and accurate, and that you have verified the accuracy of the report information by contacting each school in your district. The report includes *ALL* UCP complaints in the above categories received at school sites in the district, plus the district office.

RETURN INSTRUCTIONS

After completing the form in its entirety, save the file and e-mail it to Shannon Hansen at the Sacramento County Office of Education (SCOE): shannonh@scoe.net.

**BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: ___x___

From: Don Beno, Superintendent

Item Number: 10.1

SUBJECT Request to approve the minutes from the Board of
Trustee's meeting held on September 11, 2018

Action: _____
Consent Action: x____
Information Only: _____

Background:

Attached are the minutes from the Board of Trustee's meeting held on:
September 11, 2018

Status:

The board is to review for approval.

Presenter

Jennifer Gaston, recorder

Other People Who Might Be Present

Board

Cost &/or Funding Sources

None

Recommendation:

That the Board approves the Minutes as submitted.

RIVER DELTA UNIFIED SCHOOL DISTRICT

MINUTES

REGULAR MEETING

September 11, 2018

1. **Call Open Session to Order** – Board President Fernandez called the Open Session of the meeting of the Board of Trustees to order at 5:31 p.m. on September 11, 2018, at Walnut Grove Elementary School, Walnut Grove, California.
2. **Roll Call of Members:**
 - Alicia Fernandez, President
 - Don Olson, Vice President
 - Marilyn Riley, Clerk (Absent)
 - Sarah Donnelly, Member (Absent)
 - Chris Elliott, Member
 - Katy Maghoney, Member
 - David Bettencourt, Member

Also present: Don Beno, Superintendent
3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**
 - 3.1 Board President Fernandez announced items on the Closed Session Agenda.
 - 3.2 Public Comment on Closed Session Agenda Items. – *None to report*
 - 3.3 Approve Closed Session Agenda and Adjourn to the **Closed Session**
4. Board President Fernandez asked for a motion to approve the Closed Session Agenda and adjourn the meeting to Closed Session @ 5:35 pm

Member Maghoney moved to approve, Member Bettencourt seconded. Motion carried 5 (Ayes: Fernandez, Olson, Elliott, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Donnelly)
5. **Open Session was reconvened at 6:35 pm**
 - 5.1 Roll was retaken, Members Riley and Donnelly were absent; and all members were present.
Also present: Don Beno, Superintendent; Elizabeth Keema-Aston, Chief Business Officer and Jennifer Gaston, Recorder.
 - 5.2 The Pledge of Allegiance was led by Craig Hamblin, Director of Maintenance, Operation and Transportation
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)
Board President Fernandez reported that the Board did not take any actions during closed session. However, she reported that at the August 14, 2018 closed session Mr. Beno submitted his letter of retirement effective June 30, 2019. Member Fernandez announced that the Board has accepted his letter and thanked him for his six years with the district. Member Fernandez conveyed that the Board will be looking into the recruitment process of hiring a new superintendent. Mr. Beno said that it has been a pleasure and an honor to work in the district.
7. **Review and Approve the Open Session Agenda**

Member Bettencourt moved to approve, Member Elliott seconded. Motion carried 5 (Ayes: Fernandez, Olson, Elliott, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Donnelly)
8. **Public Comment:** Micheal Anadon, of California School Boards Association (CSBA) introduced himself to the Board and superintendent. His goal is to connect River Delta USD Board of Trustees with CSBA and with other school boards to use as a resource pool.
9. **Reports, Presentations, Information**
 - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.1.1 Board Members' report(s): Member Maghoney reported that she had a great time at the Rio Vista High School's football game. She had also attended Isleton Elementary School's Back to School Night, where Ms. Tyner had just returned from maternity leave, giving a presentation to the parents with her newborn in hand. Member Maghoney reminded the Board and audience of the "Denim and Diamonds" fundraiser to be held on Friday, September 14th at the Delta Diamond Farm to benefit Isleton Elementary School. Member Maghoney announced that in two weeks she

will be attending her 50th high school class reunion from Rio Vista High School. She mentioned that 22 of her classmates have passed away and that they will be greatly missed.

9.1.2 Committee Report(s): None to report

9.1.3 Superintendent Beno's report(s) – Mr. Beno announced that he would like to recognize two people who would be retiring. He indicated that Member Bettencourt would be not returning as a Board member and thanked him for all his years of service on the Board. Mr. Bettencourt has been a Board member starting in 1993 until the present with a short hiatus. Mr. Beno indicated that even though he had previously retired, he had returned to office when he was needed. Teasing Mr. Bettencourt, Mr. Beno said that we knew where to find him if he was needed. There was laughter throughout the room when Mr. Bettencourt, smiling, said “no” and shook his head. Mr. Beno praised his leadership, valuable input, wealth of district knowledge and willingness to come to the call of duty, so to speak. Mr. Beno was honored to present a card and commemorative pen to Member Bettencourt as a remembrance of his time on the Board. Mr. Bettencourt, spoke highly of the district staff and of both past and present Board Members he has worked with. He stated that he was proud to have served on the Board. Mr. Beno then recognized Craig Hamblin, mentioning that Mr. Hamblin has worked in the district for 33 years in a variety of positions, ending his career as the Director of Maintenance, Operations and Transportation. Mr. Beno spoke of a person's identity when they retire and stated that Mr. Hamblin's identity will be that he cared for kids. Caring for the community and caring for the children in the community's will always be in his character and part of his identity. Mr. Beno stated that it has been his privilege and honor to have worked with Mr. Hamblin. He presented Mr. Hamblin with a card and commemorative pen as a thank you for his years of service in the district. Mr. Hamblin spoke of the support that he has received during his 33 years from the Board, Administration, and staff members. He also mentioned that he will miss working in the district.

9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Elizabeth Keema-Aston, Chief Business Officer and Craig Hamblin, Director of MOT

- 9.2.1 ADA/Enrollment Report – Elizabeth Keema-Aston reported that she prepared a comparison from June 2018 and August 2018. This comparison showed that student enrollment at the elementary school level has decreased by 55 students, however, at the middle and high school level enrollment has increased by 67 students. Overall the district's ADA has an increase of 48.
- 9.2.2 Monthly Financial Report – Elizabeth Keema-Aston noted that the 45 day budget revision adjustments will be made this month.
- 9.2.3 Maintenance, Operations & Transportation Update, Craig Hamblin and Ken Gaston, Directors of MOT – In addition to the submitted report, Mr. Gaston gave an update on the three major projects that have been completed or in progress. The student drop-off loop at D.H. White School has been completed including the sprinkler system in front of the school. The district wide phone project is in progress and should be completed by the next Board meeting. The roofing projects at several of the sites have been completed and ready for inspection. A roofing manufacture representative will be inspecting each roof to make sure that the installation meets the manufactures specifications validating the warranty. Mr. Gaston addressed the damage to the black top on the playground at Walnut Grove during the roofing project. Mr. Gaston has requested documentation from the roofing company for the repair work that will take place. Mr. Gaston responded to a question regarding the restrooms at Rio Vista High School's football field. He reported that the maintenance staff as run a plumber's snake in each of the clean outs in the boys and girls restrooms, a small amount of debris was found and cleaned out allowing water to run through the lines without issues.

9.3 Education Services' Reports and/or Presentation(s) - Kathy Wright, Director of Educational Services and Special Education

- 9.3.1 Presentation of the Special Education Comprehensive Review Corrective Actions – Danielle Tharp, Coordinator of Special Education provided the Board with an explanation of the Special Education Finding from The California Department of Education (CDE) during the Comprehensive Review. –

Mrs. Wright introduced Danielle Tharp, the district's Coordinator of Special Education to the Board. Mrs. Tharp gave a presentation to the Board explaining the four different types of reviews that were completed by the California Department of Education (CDE). She explained what the findings related to the review and the Corrective Actions Plan that was submitted by the district to CDE. The plan included amendments and corrections to IEPs, a series of trainings planned for case managers, service providers as well as administrative staff and the creation of monitoring procedures to ensure compliance moving forward.

9.4 River Delta Unified Teacher's Association (RDUTA) Update – None to report

9.5 California State Employees Association (CSEA) Chapter #319 Update – None to report

10 Consent Calendar

10.1 Approve Board Minutes

Regular Meeting of the Board, August 14, 2018

10.2 Receive and Approve Monthly Personnel Reports

As of September 11, 2018

10.3 District's Monthly Expenditure Report

August 2018

10.4 Request to declare as surplus and deem as zero value, the Avenues ELD curriculum and materials that have been replaced by new Wonders ELA/ELD Curriculum – Maria Elena Becerra

10.5 Request to declare as surplus from Walnut Grove Elementary School and deem as zero value the Envisions textbooks that are no long in adoption by the district – Carrie Norris

10.6 Request to approve the expert agreement with Susan Jones to provide 10 days of coaching/mentoring with Rio Vista High School teachers at a cost not to exceed \$2,000, Site Funds – Vicky Turk

10.7 Request to approve the ASB fundraising events for Delta High School – Laura Uslan

10.8 Donations

Delta High and Clarksburg Middle Schools – 600' Irrigation pipe

Wally Chan

Riverview Middle School

Beth Brockhouse (PG&E – \$179.48)

Member Bettencourt moved to approve, Member Elliott seconded. Motion carried 5 (Ayes: Fernandez, Olson, Elliott, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Donnelly)

Board President Fernandez acknowledged those who made donations and thanked them for their support.

11. Request to approve the first reading of the updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions as of July 2018 – Don Beno

Member Bettencourt moved to approve, Member Olson seconded. Motion carried 5 (Ayes: Fernandez, Olson, Elliott, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Donnelly)

12. Request to hold a Public Hearing on and to adopt 1) Resolution #751 Regarding the Adoption of a Development School Fee Justification Study for Residential and Commercial/Industrial; and 2) on the Establishment of Level I School Facilities Developer Fees for Residential and Commercial/Industrial – Don Beno

Open Public Hearing 7:13 pm

Public Comment: Mr. Beno explained that the hearing being held was to allow comments on the results of the Development School Fee Justification Study. The study provided by Corporative Strategies is to establish and justify the changes for the Level I School Facilities Developer Fees for Residential and Commercial/Industrial and show how it impacts the district. No public comments.

Close Public Hearing 7:16 pm

Member Bettencourt moved to approve, Member Olson seconded. Motion carried by roll call vote: 5 (Ayes: Fernandez, Olson, Elliott, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Donnelly)

13. Request to approve Resolution #752 regarding the 2017-2018 Appropriations (Gann) Limit Calculation – Elizabeth Keema-Aston

Member Olson moved to approve, Member Maghoney seconded. Motion carried by roll call vote: 5 (Ayes: Fernandez, Olson, Elliott, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Donnelly)

14. Request to approve the Unaudited Actuals Financial Report for 2017-2018 – Elizabeth Keema-Aston

Member Bettencourt moved to approve, Member Olson seconded. Motion carried 5 (Ayes: Fernandez, Olson, Elliott, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Donnelly)

15. Request to hold a Public Hearing on the Sufficiency of Textbooks and Instructional Materials and to approve Resolution #753 on the Sufficiency of Textbooks and Instructional Materials as per Education Code Section 60199 and 5 CCR 9531 for 2018-2019 school year – Kathy Wright

Open Public Hearing 7:20 pm

Public Comment: Mrs. Wright explained that the district is required to report annually and pass a resolution stating that every school site has a Sufficiency of Textbooks and Instructional Materials. Mrs. Wright confirmed that River Delta USD is sufficient in both textbooks and instructional materials. No public comments.

Close Public Hearing 7:22 pm

Member Bettencourt moved to approve, Member Olson seconded. Motion carried by roll call vote: 5 (Ayes: Fernandez, Olson, Elliott, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Donnelly)

16. Request to approve the Independent Contract for Services Agreement with WestEd for the 2018-2019 school year to provide executive coaching and support for the development of an EL Master Plan, at a cost not to exceed \$38,000 – Educational Services Funds - Kathy Wright

17. Re-Adjourn to continue Closed Session was not necessary.

18. Re-Adjourning to continue Closed Session was not necessary – no actions to report. Adjournment: There being no further business before the Board, Board President Fernandez asked for a motion to adjourn.

The meeting was adjourned in memory of Anita McGahey and Linda Vargas long time employees of the district.

Member Olson moved to approve, Member Bettencourt seconded. Motion carried 5 (Ayes: Fernandez, Olson, Elliott, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Donnelly)

19. The meeting was adjourned at 7:35 p.m.

Submitted:

Approved:

Don Beno, Superintendent and
Secretary to the Board of Trustees

Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder
End

BOARD OF TRUSTEES

RIVER DELTA UNIFIED SCHOOL DISTRICT



445 Montezuma Street
Rio Vista, CA 94571-1651

BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: X

From: Bonnie Kauzlarich, Dir. of Personnel

Item no. 10.2

SUBJECT MONTHLY PERSONNEL TRANSACTION REPORT

Action: _____

Consent: X

Background

Status:

Presenter: Don Beno, Superintendent

Other People Who Might Be Present:

Cost &/or Funding Sources

Recommendation: That the Board approve the Monthly Personnel Transaction Report as submitted.

Time: 2 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item No.: 10.3

Action Item:

Consent Action: X

Information Only:

SUBJECT: Approve Monthly Expenditure Summary

Background: The staff prepares a report of expenditures for the preceding month.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present:

Cost and/or Funding Sources:

Not Applicable

Recommendation:

That the Board approves the monthly expenditure summary report as submitted.

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Fri, Sep 28, 2018, 8:55 AM

| | | | | | |
|-----------------------|------------|----------|-----------|--------|---|
| CPI AIRFARE SOUTHWEST | 09/20/2018 | 19426261 | PO-190531 | 154.96 | N |
| CPI AIRFARE SOUTHWEST | 09/20/2018 | 19426261 | PO-190531 | 154.96 | N |
| CPI AIRFARE SOUTHWEST | 09/20/2018 | 19426261 | PO-190531 | 154.96 | N |
| CPI AIRFARE SOUTHWEST | 09/20/2018 | 19426261 | PO-190531 | 154.96 | N |
| MAINT SUPPLIES | 09/20/2018 | 19426261 | PO-190533 | 4.25 | N |
| MAINT SUPPLIES | 09/20/2018 | 19426261 | PO-190533 | 4.25 | N |
| MAINT SUPPLIES | 09/20/2018 | 19426261 | PO-190533 | 52.26 | N |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|---|----------|------------------------------------|--------------------------|--|------------------|--------|
| 013503 BARTELS, JACOB 46 SO. THIRD ST "C" RIO VISTA, CA 94571 | 11.36 | MAINT SUPPLIES | 09/18/2018 | 19425517 TC-190030 | 11.36 | N |
| (0) - 0 | | | | | | N |
| 012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553 | 165.64 | DW ALARM BATES ALARM | 09/27/2018 09/27/2018 | 19427826 PV-190145 19427826 PV-190145 | 70.64 95.00 | N N |
| (209) 465-1986 | | N BALCO HOLDINGS | | | | |
| 011165 BAY ALARM COMPANY ACCOUNT #13410 P.O. BOX 7137 SAN FRANCISCO, CA 94120-7137 | 570.00 | DHW MONITORING | 09/18/2018 | 19425484 PO-190245 | 570.00 | N |
| () - | | | | | | N |
| 011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615 | 750.95 | BATES CONF REIMB BATES SUPPLIES | 09/18/2018 09/27/2018 | 19425518 TC-190032 19427796 PO-190413 | 87.40 663.55 | N N |
| (0) - 0 | | | | | | N |
| 014662 BEDFORD, FREEMAN & WORTH 16365 JAMES MADISON HIGHWAY GORDONSVILLE, VA 22942 | 1,235.52 | 63248298 RVHS NOVELS | 09/06/2018 | 19423390 PO-190365 | 1,235.52 | Y |
| (540) 672-7744 | | | | | | Y |
| 014820 BIRD-MARINUCCI, MEREDITH 290 SIERRA AVE RIO VISTA, CA 94571 | 579.89 | PARENT TRANS PARENT TRANS | 09/18/2018 09/18/2018 | 19425519 TC-190031 19425519 TC-190031 | 217.46 362.43 | N N |
| (0) - 0 | | | | | | N |
| 013642 BLACK POINT ENVIRONMENTAL INC | 263.50 | 1927 PROJ #247 146 MAGNOLIA | 09/27/2018 | 19427827 PV-190147 | 263.50 | N |

930 SHILOH RD BLDG 40F
WINDSOR, CA 95492

(707) 837-7407

N

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|---|----------|--|--|--|--|----------------------------|
| 014614 BUCKMASTER 623 W. STADIUM LANE SACRAMENTO, CA 95834 (916) 923-0500 | 822.14 | 357451 DHS SUPPLIES 356308 DHS SUPPLIES 356883 DHS SUPPLIES 357762 DHS SERV CONTRACTS 356286/356882 CMS SUPPLIES 356401/356884 DHS SUPPLIES | 09/06/2018 09/06/2018 09/06/2018 09/06/2018 09/06/2018 09/18/2018 | 19423393 PO-190284 19423393 PO-190284 19423393 PO-190284 19423393 PO-190285 19423393 PO-190290 19425486 PO-190284 | 118.19 109.37 71.62 248.08 199.85 75.03 | N N N N N N |
| 012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745 (209) 531-3928 | 7,680.98 | RA410001469 TRANS FLEET REPAIR 102011 TRANS SUPPLIES | 09/04/2018 09/06/2018 | 19422702 PO-190454 19423394 PO-190086 | 3,828.39 3,852.59 | N N |
| 003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333 | 939.80 | ISLE WATER SERV ISLE WATER SERV ISLE WATER SERV | 09/18/2018 09/18/2018 09/18/2018 | 19425496 PV-190124 19425496 PV-190124 19425496 PV-190124 | 245.81 301.73 392.26 | N N N |
| 012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690 (916) 776-1544 | 358.00 | ZRI007 RMS WATER ZWA010 WG WATER ZMOO02 MOKE WATER ZWA010 WG WATER ZRI007 RMS DRINKING WATER | 09/06/2018 09/06/2018 09/06/2018 09/18/2018 09/27/2018 | 19423395 PO-190126 19423395 PO-190261 19423395 PO-190367 19425487 PO-190261 19427797 PO-190126 | 17.50 41.50 35.00 169.25 94.75 | 7 7 7 7 7 |
| 013205 CALIFORNIA FFA PO BOX 460 GALT, CA 95632 (209) 744-1600 | 2,050.00 | DHS AG LATE REGIST NATIONAL DHS AG NAME CHANGE FEE | 09/18/2018 09/18/2018 | 19425476 PO-190537 19425476 PO-190580 | 1,950.00 100.00 | N N |
| 002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742 (0) - 0 | 1,447.00 | MAINT WATER TESTING MAINT WATER TESTING | 09/06/2018 09/27/2018 | 19423396 PO-190138 19427798 PO-190138 | 598.00 849.00 | N N |
| | | N GLOBAL LABS IN | | | | |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|--|----------|--|--|--|----------------------------|-------------|
| 013184 CALIFORNIA PUBLIC EMPLOYEE'S CASHIERING UNIT PO BOX 942703 SACRAMENTO, CA 94229-2703 | 1,259.61 | 15413876 ARREARS 15417209 RETIRED ANNUIT 15413877 ADJUSTMENT | 09/18/2018 09/18/2018 09/18/2018 | 19425498 PV-190126 19425498 PV-190126 19425498 PV-190126 | 500.00 600.00 159.61 | N N N |
| (0) - 0 N | | | | | | |
| 012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 | 1,134.68 | ISLE GARBAGE SERV | 09/18/2018 | 19425497 PV-190125 | 1,134.68 | N |
| (209) 369-6887 N | | | | | | |
| 010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615 | 82.84 | MAINT MILEAGE | 09/18/2018 | 19425520 TC-190033 | 82.84 | N |
| (0) - 0 N | | | | | | |
| 011595 CAPITAL AUTISM SERVICES 6400 FREEPORT BLVD SACRAMENTO, CA 95822 | 5,268.67 | 1462644/1462645 NPS DUES | 09/20/2018 | 19426275 PO-190416 | 5,268.67 | N |
| (916) 427-2273 N ADVANCE EDUCAT | | | | | | |
| 013882 CAPITAL CLUTCH & BRAKE 3100 DULUTH STREET WEST SACRAMENTO, CA 95691 | 19.07 | 8440 TRANS SUPPLIES | 09/06/2018 | 19423397 PO-190087 | 19.07 | N |
| (916) 371-5970 N | | | | | | |
| 013175 CASAS 5151 MURPHY CANYON RD STE 220 SAN DIEGO, CA 92123-4339 | 1,335.00 | 108690 WIND RIVER ONLINE TESTS | 09/20/2018 | 19426272 PO-190477 | 1,335.00 | N |
| (0) - 0 N | | | | | | |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|--|----------|--|--|--|---------------------------------------|------------------|
| 014835 CASCWA 1319 EVERETT ST EL CERRITO, CA 94530 | 850.00 | 03947 WRIGHT CASCWA CONF 03945 WRIGHT CASCWA CONF | 09/18/2018 09/18/2018 | 19425477 PO-190539 19425477 PO-190539 | 425.00 425.00 | N N |
| (0) - 0 | | | | | | N |
| 014745 CASMEC 2417 N. 11TH AVE HANFORD, CA 93230 | 190.00 | DHS VEIRS CASMEC REGIST | 09/25/2018 | 19427044 PO-190589 | 190.00 | N |
| (0) - 0 | | | | | | N |
| 003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 | 2,254.88 | TRANS WASTE SERV MOKE WASTE SERV WG WASTE SERV BATES WASTE SERV | 09/06/2018 09/06/2018 09/06/2018 09/06/2018 | 19423420 PV-190111 19423420 PV-190111 19423420 PV-190111 19423420 PV-190111 | 128.17 76.88 888.10 1,161.73 | N N N N |
| (0) - 0 | | | | | | N |
| 014130 CHARTER BROS PO BOX 505 PLEASANTON, CA 94566 | 1,250.00 | 180921RW CTEIG CHARTER BUS | 09/20/2018 | 19426262 PO-190557 | 1,250.00 | N |
| (925) 497-2376 | | | | | | N |
| 013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039 | 262.76 | 32368444 CMS XEROX LEASE | 09/04/2018 | 19422706 PO-190362 | 262.76 | N |
| (0) - 0 | | | | | | N |
| 000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 | 411.50 | 69750 ISLE SEWER | 09/06/2018 | 19423398 PO-190246 | 411.50 | N |
| (916) 777-7770 | | | | | | N |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|--|-----------|-------------------------|------------|--------------------|-----------|------|
| 000077 CITY OF RIO VISTA P.O. BOX 745 ONE MAIN STREET RIO VISTA, CA 94571 | 34,403.64 | RVHS SEWER | 09/18/2018 | 19425499 PV-190127 | 13,243.30 | N |
| | | DHW SEWER | 09/18/2018 | 19425499 PV-190127 | 15,108.31 | N |
| | | DO SEWER | 09/18/2018 | 19425499 PV-190127 | 306.05 | N |
| | | RVHS WATER | 09/18/2018 | 19425499 PV-190127 | 2,560.35 | N |
| | | DHW WATER | 09/18/2018 | 19425499 PV-190127 | 1,140.28 | N |
| (0) - 0 N RIO VISTA FIRE | | RMS WATER | 09/18/2018 | 19425499 PV-190127 | 1,398.93 | N |
| | | DO WATER | 09/18/2018 | 19425499 PV-190127 | 185.58 | N |
| | | RMS SEWER | 09/18/2018 | 19425499 PV-190127 | 460.84 | N |
| 013062 CMEA CALIF ASSOCIATION OF MUSIC ED P.O. BOX 2380 PORTOLA, CA 96122 | 430.00 | DHS/CMS HONOR CHOIR | 09/25/2018 | 19427045 PO-190588 | 255.00 | N |
| | | DHS/CMS HONOR CHOIR | 09/25/2018 | 19427045 PO-190588 | 175.00 | N |
| (0) - 0 N | | | | | | |
| 014215 CONTEERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357 | 1,800.22 | 27146 DW NETWORK | 09/18/2018 | 19425500 PV-190128 | 16,905.07 | N |
| | | 27146 DW NETWORK | 09/18/2018 | 19425500 PV-190128 | 15,104.85 | N |
| (704) 936-1722 N | | | | | | |
| 001621 COURTLAND MARKET INC 11711 HWY 160 PO BOX 156 COURTLAND, CA 95615 | 137.41 | MOKE SUPPLIES | 09/27/2018 | 19427799 PO-190370 | 18.16 | N |
| | | BATES SUPPLIES | 09/27/2018 | 19427799 PO-190396 | 119.25 | N |
| (0) - 0 N | | | | | | |
| 014569 CPI 10850 W. PARK PLACE SUITE 600 MILWAUKEE, WI 53224 | 300.00 | IUS0118617 MMBRSHIP FEE | 09/04/2018 | 19422711 PV-190104 | 150.00 | N |
| | | IUS0118618 MMBRSHIP FEE | 09/06/2018 | 19423421 PV-190112 | 150.00 | N |
| (888) 426-2184 N | | | | | | |
| 013476 CURRICULUM ASSOCIATES 153 RANGEWAY RD NORTH BILLERICA, MA 01862 | 2,376.44 | 90539454 WG SUPPLIES | 09/06/2018 | 19423386 PO-190180 | 2,376.44 | Y |

(800) 225-0248

Y



| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|---|-----------|--|--|--|--|--|
| 013302 D & S PRESS 1105 "A" AIRPORT ROAD RIO VISTA, CA 94571 (707) 374-2442 | 70.28 | 3279 JONES BUSINESS CARDS | 09/06/2018 | 19423399 PO-190443 | 70.28 | N |
| 012624 DART, SHEREEN 751 LAUREL WAY RIO VISTA, CA 94571 () - | 10.75 | CAFE REIMB FOR BLAINE | 09/27/2018 | 19427843 TC-190046 | 10.75 | N |
| 013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139 (888) 693-2827 | 21,531.55 | 138749 DW MONTHLY SERVICES 138749 DW MONTHLY SERVICES 138749 DW MONTHLY SERVICES 138749 DW MONTHLY SERVICES 138749 DW MONTHLY SERVICES 138749 DW MONTHLY SERVICES 138345 RMS CHROMEBOOKS 138633 TRANSFORMER 138909 DO SMART UPS | 09/04/2018 09/04/2018 09/04/2018 09/04/2018 09/04/2018 09/04/2018 09/06/2018 09/20/2018 09/25/2018 | 19422707 PO-190202 19422707 PO-190202 19422707 PO-190202 19422707 PO-190202 19422707 PO-190202 19422710 PO-190202 19423400 PO-190014 19426263 PO-190015 19427046 PO-190548 | 111.50 111.50 2,229.67 8,361.08 111.50 223.00 2,725.81 6,355.81 1,301.68 | N N N N N N N N N |
| 013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 | 2,185.03 | 60433761 WG LEASE 60433773 F5 LEASE 60622750 BUS OFF SAVIN LEASE 60319305 BUS OFF SAVIN PROP TX 60585176 DO SAVIN LEASE 60585176 DO SAVIN LEASE 60319303 DO SAVIN PROP TAX 60542350 BATES LEASE 60818622/60319304 ED SV LEASE 60818622/60319304 ED SV LEASE | 09/04/2018 09/04/2018 09/18/2018 09/18/2018 09/18/2018 09/18/2018 09/18/2018 09/20/2018 09/27/2018 09/27/2018 | 19422708 PO-190190 19422708 PO-190272 19425488 PO-190039 19425488 PO-190039 19425488 PO-190040 19425488 PO-190040 19425488 PO-190040 19426276 PO-190371 19427800 PO-190045 19427800 PO-190045 | 167.01 84.86 176.51 67.13 400.00 237.48 150.64 355.58 109.16 436.66 | N N N N N N N N N N |
| 002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0 | 306.26 | AUGUST 2018 SUMER HEALTH PREMI AUGUST 2018 SUMER HEALTH PREMI | 09/04/2018 09/04/2018 | 19422712 PV-190101 19422712 PV-190101 | 163.94 142.32 | N N |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|--|------------|--|--|--|---|------------------|
| 012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335 | 246,559.00 | SEPTEMBER TAX IN LIEU | 09/06/2018 | 19423422 PV-190113 | 246,559.00 | N |
| 014839 DHS AG BOOSTERS DELTA HIGH SCHOOL 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0 | 1,900.00 | DHS AG ADVISOR REGIST DHS AG ADVISOR REGIST | 09/18/2018 09/18/2018 | 19425478 PO-190581 19425478 PO-190581 | 950.00 950.00 | N N |
| 014619 DIGITAL RIVER LOCKBOX 88278 88278 EXPEDITE WAY CHICAGO, IL 60695-0001 (800) 443-8158 | 2,496.00 | 946898478 ADOBE RENEWAL | 09/25/2018 | 19427047 PO-190434 | 2,496.00 | N |
| 014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000 | 292.50 | 55E1463675 ISLE SERV CONT 55E1462218 BATES MAINT AGRMNT | 09/27/2018 09/27/2018 | 19427801 PO-190253 19427801 PO-190372 | 163.58 128.92 | N N |
| 000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328 (0) - 0 | 177.92 | 5005834 DO WATER | 09/18/2018 | 19425495 PV-190123 | 177.92 | N |
| 010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 (0) - 0 | 13,704.19 | 241848 TRANS OIL 241827/243029 TRANS FUEL 241917/242429 TRANS FUEL 242169/242365 TRANS FUEL | 09/06/2018 09/18/2018 09/20/2018 09/27/2018 | 19423401 PO-190093 19425489 PO-190035 19426277 PO-190035 19427802 PO-190035 | 32.38 4,600.15 4,259.82 4,811.84 | N N N N |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|--|--------|--|--|--|---------------------------|-------------|
| 014256 FORESTRY EDUCATORS INC. 3140 SIERRAMA DRIVE SHINGLE SPRINGS, CA 95682 | 168.00 | DHS AG REGIST | 09/18/2018 | 19425501 PV-190130 | 168.00 | N |
| (0) - 0 N | | | | | | |
| 013903 FREEPORT POWER EQUIPMENT 6235 BELLEAU WOOD LANE SITE 2 SACRAMENTO, CA 95822-5928 | 12.50 | 24635 MAINT REPAIRS | 09/27/2018 | 19427803 PO-190142 | 12.50 | 7 |
| (916) 422-9238 Y FREEPORT GARDE | | | | | | |
| 014689 GARCIA, NOEMI PO BOX 87 ISLETON, CA 95641 | 38.80 | ASP SUPPLIES | 09/18/2018 | 19425521 TC-190034 | 38.80 | N |
| (0) - 0 N | | | | | | |
| 014828 GASTON, KEN 329 SACRAMENTO STREET RIO VISTA, CA 94571 | 200.41 | MAINT REIMB MAINT REIMB MAINT REIMB | 09/18/2018 09/18/2018 09/18/2018 | 19425522 TC-190035 19425522 TC-190035 19425533 TC-190035 | 58.41 140.00 2.00 | N N N |
| (0) - 0 N | | | | | | |
| 014823 GATEKEEPER SYSTEMS, INC. V2T 6HI CANADA , | 464.02 | 38222 SP ED SUPPLIES 38222 SP ED SUPPLIES 38222 SP ED SUPPLIES | 09/06/2018 09/06/2018 09/06/2018 | 19423387 PO-190449 19423387 PO-190449 19423387 PO-190449 | 37.70 464.02 37.70- | N N N |
| (888) 666-4833 N | | | | | | |
| 014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826 | 232.00 | 1441 ATTY FEES | 09/18/2018 | 19425502 PV-190131 | 232.00 | Y |
| (916) 706-1255 Y | | | | | | |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|--|--------|---------------------------|--------------------------|--|-----------------|--------|
| 012883 GOMES, BRANDI 230 RIVERVIEW STREET RIO VISTA, CA 94571 | 88.00 | RVHS CONF REIMB | 09/27/2018 | 19427836 TC-190047 | 88.00 | N |
| (0) - 0 | | | | | | N |
| 014838 GONZALES, RAYMOND 50 RIVER ROAD #26 RIO VISTA, CA 94571 | 52.32 | BUS OFF MILEAGE | 09/18/2018 | 19425523 TC-190036 | 52.32 | N |
| (0) - 0 | | | | | | N |
| 003354 GOPHER SPORT 2525 LEMOND ST SW OWATONNA, MN 55060-0998 | 588.74 | 9483564 WG SUPPLIES | 09/20/2018 | 19426264 PO-190188 | 588.74 | N |
| (800) 533-0446 | | N THE PROPHET CO | | | | |
| 014483 GOSS, HEATHER PO BOX 420 DUNNIGAN, CA 95937 | 267.29 | F5 MILEAGE F5 SUPPLIES | 09/18/2018 09/20/2018 | 19425524 TC-190037 19426278 PO-190268 | 210.37 56.92 | N N |
| (0) - 0 | | | | | | N |
| 003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609 | 168.75 | 1323041 PROF SERVICES | 09/20/2018 | 19426279 PO-190316 | 168.75 | N |
| (916) 444-5100 | | N | | | | |
| 003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479 | 36.95 | MAINT SUPPLIES | 09/06/2018 | 19423402 PO-190143 | 36.95 | N |
| (916) 372-7800 | | N W.W. GRAINGER | | | | |
| 014573 GREAT AMERICA FINANCIAL SVCS | 375.38 | 23341576 DHS LEASE | 09/20/2018 | 19426280 PO-190283 | 375.38 | N |

PO BOX 660831
DALLAS, TX 75266-0831

(877) 311-4422

N

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|---|----------|--|--|--|--|------------------|
| 014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533 | 3,625.00 | OCC THERAPY W/E 8/24 OCC THERAPY W/E 8/31 SP ED OCC THERAPY W/E 9/21 SP ED OCC THERAPY W/E 9/19 | 09/06/2018 09/06/2018 09/27/2018 09/27/2018 | 19423403 PO-190342 19423403 PO-190342 19427804 PO-190342 19427804 PO-190342 | 250.00 1,075.00 1,050.00 1,250.00 | Y Y Y Y |
| Y WAYNE STEVENSO | | | | | | |
| 000472 HENRY GO MD INC P.O. BOX 338 COURTLAND, CA 95615 () - | 255.00 | #10623 DMV EXAMS | 09/06/2018 | 19423423 PV-190114 | 255.00 | 6 Y |
| 014681 HOANG, TRAM 10090 ROJELIO CT ELK GROVE, CA 95757 (0) - 0 | 109.94 | BATES CONF REIMB BATES MILEAGE | 09/18/2018 09/27/2018 | 19425525 TC-190038 19427837 TC-190048 | 96.34 13.60 | N N |
| N | | | | | | |
| 003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047 (0) - 0 | 1,134.99 | MAINT SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES | 09/20/2018 09/20/2018 09/20/2018 | 19426281 PO-190144 19426281 PO-190456 19426281 PO-190456 | 1,055.07 39.96 39.96 | N N N |
| N | | | | | | |
| 012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116 (800) 225-5425 | 1,673.48 | 953948014 ED SV BOOKS 710116393 ED SV BOOKS | 09/06/2018 09/06/2018 | 19423388 PO-190415 19423388 PO-190426 | 839.59 833.89 | N N |
| N | | | | | | |
| 013807 HUBERT COMPANY LLC 9555 DRY FORK ROAD HARRISON, OH 45030 (800) 543-7374 | 745.67 | 165177/165126 CAFE SUPPLIES | 09/27/2018 | 19427824 PO-190115 | 745.67 | N |
| N K + K AMERICA | | | | | | |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|---|----------|--|--|--|---|----------------------------|
| 014496 IDENT-A-KID SERVICES 1780 102ND AVE NORTH STE 100 ST. PETERSBURG, FL 33716 (800) 890-1000 N | 230.00 | 103950 DHW SUPPLIES 103950 DHW SUPPLIES 103950 DHW SUPPLIES | 09/20/2018 09/20/2018 09/20/2018 | 19426265 PO-190240 19426265 PO-190240 19426265 PO-190240 | 18.69 18.69 230.00 | N N N |
| 011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206 (707) 374-4037 N | 779.61 | 3145153 BATES SUPPLIES 3145153 BATES SUPPLIES 3145153 BATES SUPPLIES 3151153 ISLE SUPPLIES 3136206 ISLE CARTRIDGES 3148479 RVHS INK | 09/06/2018 09/06/2018 09/06/2018 09/20/2018 09/20/2018 09/27/2018 | 19423404 PO-190375 19423404 PO-190375 19423404 PO-190375 19426282 PO-190185 19426266 PO-190254 19427805 PO-190509 | .09 .09 26.03 118.76 310.88 323.94 | N N N N N N |
| 013836 IXL LEARNING INC 777 MARINERS ISLAND BLVD SUITE 600 SAN MATEO, CA 94404 (855) 255-8800 N | 4,076.00 | S329318 ED SV IXL LEARNING | 09/06/2018 | 19423389 PO-190078 | 4,076.00 | N |
| 014824 J & D WHOLESALE 4614 2SN ST #1 DAVIS, CA 95618 (530) 747-2300 N | 92.82 | 06292153 RVHS AG SUPPLIES 06292153 RVHS AG SUPPLIES | 09/27/2018 09/27/2018 | 19427806 PO-190451 19427806 PO-190451 | 46.41 46.41 | N N |
| 013919 JACOBSEN WEST 1170 NATIONAL DRIVE SUITE 20 SACRAMENTO, CA 95834 (916) 419-2000 N | 480.80 | 90146462 MAINT SUPPLIES | 09/18/2018 | 19425490 PO-190146 | 480.80 | N |
| 014682 JONES, ZAIDA 10267 CROYDON WAY RANCHO CORDOVA, CA 95670 (0) - 0 N | 39.40 | SP ED MILEAGE | 09/18/2018 | 19425526 TC-190039 | 39.40 | N |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|---|----------|---|--|--|-----------------------------------|------------------|
| 012005 KIRK KENNER DBA DELTA REFRIDG 5 HILL CT. RIO VISTA, CA 94571 (707) 374-6213 | 1,680.12 | 5058/5045/5072/5073 HVAC RPAIR | 09/06/2018 | 19423405 PO-190147 | 1,680.12 | 7 |
| | | Y KENNER, KIRK | | | | |
| 011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900 | 330.00 | 5479 TRANS SERVICES | 09/06/2018 | 19423406 PO-190097 | 330.00 | 7 |
| | | Y LA RUE, KNOX J | | | | |
| 012149 LARIOS, MARIA 12801 RIVER ROAD COURTLAND, CA 95615 (0) - 0 | 97.99 | F5 MILEAGE | 09/18/2018 | 19425527 TC-190040 | 97.99 | N |
| | | N | | | | |
| 000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399 | 750.17 | #135 ED SV SUPPLIES #55 RVHS SUPPLIES #175 DHW SUPPLIES #55 RVHS CULINARY SUPPLIES | 09/06/2018 09/27/2018 09/27/2018 09/27/2018 | 19423424 PV-190115 19427807 PO-190069 19427807 PO-190236 19427807 PO-190516 | 352.77 339.05 5.68 52.67 | N N N N |
| | | N | | | | |
| 014807 LOMELI, MARIA PO BOX 115 CLARKSBURG, CA 95612 (0) - 0 | 9.67 | MAINT SUPPLIES | 09/18/2018 | 19425528 TC-190041 | 9.67 | N |
| | | N | | | | |
| 014665 LOY MATTISON ENTERPRISES 7038 ALMOND HILL COURT ORANGEVALE, CA 95662 (0) - 0 | 776.25 | 070118083118 ERATE SERVICES | 09/27/2018 | 19427808 PO-190298 | 776.25 | Y |
| | | Y | | | | |
| 000711 LYMAN PARTS DEPOT 14301 RAILROAD AVE | 108.09 | #13112 MAINT SUPPLIES | 09/27/2018 | 19427809 PO-190149 | 108.09 | N |

WALNUT GROVE, CA 95690-

(916) 776-1744

N THE LYMAN GROU

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|---|--------|-------------------------------|--------------------------|--|----------------|--------|
| 014811 MCCARTY, HANOCH 12970 SELF ESTEEM LANE GALT, CA 95632 (209) 601-2940 | 406.72 | SP ED PROF SERVICES | 09/20/2018 | 19426283 PO-190323 | 406.72 | Y |
| 014107 MCCARTY, MELADEE 12970 SELF-ESTEEM LANE GALT, CA 95632 (209) 601-2940 | 520.00 | SP ED PROF SERVICES | 09/18/2018 | 19425491 PO-190325 | 520.00 | Y |
| 014657 MEDICAL BILLING SYSTEMS 1175 SHAW AVENUE #104 CLOVIS, CA 93612 (888) 381-7066 | 800.00 | 1107 17/18 MEDICAL REIMB SERV | 09/27/2018 | 19427828 PV-190148 | 800.00 | N |
| 012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000 | 535.00 | 1721802 RMS LEASE | 09/04/2018 | 19422719 PV-190110 | 535.00 | N |
| | | N MCGRATH RENTCO | | | | |
| 014720 MR ROOTER PO BOX 166 FAIRFIELD, CA 94533 (707) 864-1773 | 298.00 | 53110654 PLUMBING SERVICES | 09/27/2018 | 19427829 PV-190146 | 298.00 | N |
| 013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757 (0) - 0 | 60.27 | WG SUPPLIES WG SUPPLIES | 09/06/2018 09/18/2018 | 19423407 PO-190262 19425529 TC-190042 | 27.96 32.31 | N N |
| 014016 O'REILLY AUTO PARTS 233 S PATTERSON | 853.00 | TRANS SUPPLIES | 09/27/2018 | 19427810 PO-190100 | 853.00 | N |

SPRINGFIELD, MO 65802

(0) - 0

N O'REILLY AUTOM

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|---|----------|---|--------------------------|--|-----------------|--------|
| 014833 OAKLEY SCHOOL DISTRICT 91 MERCEDES LANE OAKLEY, CA 945614617 (925) 625-5079 | 6,813.08 | 4011 HOMELESS TRANS | 09/04/2018 | 19422713 PV-190105 | 6,813.08 | N |
| 010203 OCCUPATIONAL HEALTH PO BOX 39000 DEPT 33404 SAN FRANCISCO, CA 94139-3404 (707) 399-6068 | 120.00 | OH36455 DOT PHYSICAL | 09/27/2018 | 19427830 PV-190149 | 120.00 | N |
| | | N NORTHBAY HEALT | | | | |
| 000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571 (0) - 0 | 841.71 | #1645 DHW SUPPLIES #676 MAINT SUPPLIES | 09/06/2018 09/20/2018 | 19423408 PO-190233 19426284 PO-190151 | 9.03 832.68 | N N |
| 012890 ORANGE COUNTY DEPT OF ED 200 KALMUS DRIVE COSTA MESA, CA 92626 (714) 996-4156 | 850.00 | SLAGLE/THARP PROF INSTITUTE | 09/04/2018 | 19422703 PO-190251 | 850.00 | N |
| 014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780 (714) 573-0900 | 192.00 | 70290 ATTY FEES 70290 ATTY FEES | 09/27/2018 09/27/2018 | 19427831 PV-190150 19427831 PV-190150 | 42.00 150.00 | Y Y |
| | | Y PARKER & COVE | | | | |
| 013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571 (0) - 0 | 106.82 | ISLE MILEAGE | 09/18/2018 | 19425530 TC-190043 | 106.82 | N |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|--|-----------|------------------------|------------|--------------------|-----------|------|
| 014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690 (916) 776-1215 | 111.18 | WG NURSE MILEAGE | 09/27/2018 | 19427838 TC-190049 | 111.18 | N |
| 013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259 (800) 627-7271 | 12,911.39 | 4025608890 ED SV BOOKS | 09/06/2018 | 19423426 PV-190116 | 12,911.39 | N |
| 003583 PERFECTION ON WHEELS 7606 CENTRAL AVE LEMON GROVE, CA 91945 (0) - 0 | 500.00 | DHW ASSEMBLY | 09/18/2018 | 19425479 PO-190212 | 500.00 | N |
| (0) - 0 | | N SATELLITE SPOR | | | | |
| 003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605 (0) - 0 | 43,365.60 | RADIO RIO ELEC | 09/04/2018 | 19422714 PV-190106 | 22.81 | N |
| | | DHW | 09/04/2018 | 19422714 PV-190107 | 6,900.57 | N |
| | | GARAGE | 09/04/2018 | 19422714 PV-190107 | 291.62 | N |
| | | DO | 09/04/2018 | 19422714 PV-190107 | 58.50 | N |
| | | DHS | 09/04/2018 | 19422714 PV-190107 | 5,033.85 | N |
| | | ISLE | 09/04/2018 | 19422714 PV-190107 | 5,018.21 | N |
| | | RVHS | 09/04/2018 | 19422714 PV-190107 | 11,718.18 | N |
| | | RVHS | 09/04/2018 | 19422714 PV-190107 | 172.76 | N |
| | | GARAGE | 09/04/2018 | 19422714 PV-190107 | 65.14 | N |
| | | LT'S | 09/04/2018 | 19422714 PV-190107 | 20.18 | N |
| | | LT'S | 09/04/2018 | 19422714 PV-190107 | 11.41 | N |
| | | SHOP | 09/04/2018 | 19422714 PV-190107 | 59.83 | N |
| | | LT'S | 09/04/2018 | 19422714 PV-190107 | 31.58 | N |
| | | N. NETH | 09/04/2018 | 19422714 PV-190107 | 40.35 | N |
| | | DO | 09/04/2018 | 19422714 PV-190107 | 1,415.21 | N |
| | | DHW | 09/04/2018 | 19422714 PV-190107 | 203.89 | N |
| | | CMS | 09/04/2018 | 19422714 PV-190107 | 1,789.03 | N |
| | | DHS | 09/04/2018 | 19422714 PV-190107 | 3,294.99 | N |
| | | RMS | 09/04/2018 | 19422714 PV-190107 | 5,204.60 | N |
| | | LIFT PUMP | 09/04/2018 | 19422714 PV-190107 | 76.54 | N |
| | | SCH PUMP/FIELD | 09/04/2018 | 19422714 PV-190107 | 1,909.28 | N |
| | | DHW ELECT | 09/18/2018 | 19425504 PV-190132 | 27.07 | N |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|---|-----------|---|--|--|---|----------------------------|
| 013458 PITNEY BOWES INC 1 ELMCROFT ROAD STAMFORD, CT 06926-0700 (800) 228-1071 N | 370.12 | 3102399629 POSTAGE MACH LEASE | 09/06/2018 | 19423409 PO-190038 | 370.12 | N |
| 013031 PM TRUCK REPAIR INC P.O. BOX 403 WEST SACRAMENTO, CA 95691 (916) 371-0666 N | 260.00 | 67614 TRANS TOW | 09/06/2018 | 19423427 PV-190117 | 260.00 | N |
| 013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823 (916) 422-0571 N | 14,953.59 | 144 SP ED INSTR ASSISTS 31044 NPS DUES 31077 NPS DUES 31056 NPS DUES 31085 NPS DUES 31106 NPS DUES | 09/27/2018 09/27/2018 09/27/2018 09/27/2018 09/27/2018 09/27/2018 | 19427811 PO-190348 19427811 PO-190349 19427811 PO-190349 19427811 PO-190349 19427811 PO-190349 19427811 PO-190349 | 9,600.00 2,313.48 47.50 2,560.61 267.00 165.00 | N N N N N N |
| 002828 POSITIVE PROMOTIONS INC 15 GILPIN AVE HAUPPAUGE, NY 11788-8821 (800) 635-2666 N | 1,234.63 | 6089565 WG SUPPLIES | 09/06/2018 | 19423391 PO-190252 | 1,234.63 | N |
| 013434 PRECISION RADIATOR 3320 JEFFERSON BLVD WEST SACRAMENTO, CA 95691 (916) 372-4859 N | 748.44 | 8339 TRANS SUPPLIES | 09/27/2018 | 19427812 PO-190102 | 748.44 | N |
| 012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866 Y | 27,531.78 | 5594/5595/5593 SP ED SP THERAP | 09/18/2018 | 19425492 PO-190058 | 27,531.78 | 7 |
| 001271 PRO-ED | 228.75 | 2725259 SP ED SUPPLIES | 09/04/2018 | 19422704 PO-190389 | 18.59- | N |

8700 SHOAL CREEK BLVD
AUSTIN, TX 78757

2725259 SP ED SUPPLIES
2725259 SP ED SUPPLIES

09/04/2018 19422704 PO-190389
09/04/2018 19422704 PO-190389

18.59 N
228.75 N

(800) 897-3202

N

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|---|----------|--|--|--|--------------------------------|-------------|
| 001048 QUILL CORPORATION 100 SCHELTER ROAD LINCOLNSHIRE, IL 60094-0600 (800) 789-8965 | 537.59 | BATES SUPPLIES BATES SUPPLIES BATES SUPPLIES | 09/27/2018 09/27/2018 09/27/2018 | 19427813 PO-190401 19427813 PO-190401 19427813 PO-190401 | 150.00 150.00 237.59 | N N N |
| 014268 RICO DE ROMERO, MARISOL 12645 SUTTER ISLAND ROAD COURTLAND, CA 95615 (0) - 0 | 976.30 | PARENT REIMB PARENT TRANS PARENT BUS PASS REIMB | 09/06/2018 09/18/2018 09/27/2018 | 19423428 PV-190118 19425531 TC-190044 19427839 TC-190050 | 119.00 802.30 55.00 | N N N |
| 014071 RIO VISTA BEACON PO BOX 726 BRENTWOOD, CA 94513 (925) 550-7811 | 30.00 | 9876 EMP AD | 09/27/2018 | 19427832 PV-190151 | 30.00 | N |
| 010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0 | 2,617.61 | DO WASTE SERV RVHS GARBAGE SERV DHW GARBAGE SERV | 09/06/2018 09/18/2018 09/18/2018 | 19423425 PV-190119 19425503 PV-190134 19425503 PV-190134 | 117.00 1,492.47 1,008.14 | N N N |
| 010048 RIVER DELTA REVOLVING FUND 445 MONTEZUMA ST RIO VISTA, CA 94571 (0) - 0 | 10.20 | AUGUST 2018 HARTFORD LIFE | 09/18/2018 | 19425505 PV-190133 | 10.20 | N |
| 010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691 () - | 380.13 | 61671 TRANS SUPPLIES | 09/27/2018 | 19427814 PO-190104 | 380.13 | 7 |
| 012796 ROSSI, MARCY | 340.63 | RMS SUPPLIES | 09/20/2018 | 19426285 PO-190424 | 203.90 | N |

128 N SECOND STREET
RIO VISTA, CA 94571

RMS SUPPLIES
RMS SUPPLIES

09/20/2018 19426285 PO-190424
09/20/2018 19426285 PO-190424

54.70 N
82.03 N

(0) - 0 N

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|--|----------|---|--|--|--|---|
| 000119 S & W TIRE SERVICE INC P.O. BOX 377 14400 THORNTON ROAD WALNUT GROVE, CA 95690 (916) 776-1717 | 870.50 | 1-636 TRANS SUPPLIES | 09/27/2018 | 19427815 PO-190112 | 870.50 | N |
| 000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852 (0) - 0 | 8,505.43 | BATES ELECT WG ELECT TRANS ELECT TRANS ELECT BATES ELECT WG ELECT WG ELECT BATES ELECT WG ELECT | 09/18/2018 09/18/2018 09/18/2018 09/18/2018 09/18/2018 09/18/2018 09/18/2018 09/18/2018 09/18/2018 | 19425506 PV-190135 19425506 PV-190135 19425506 PV-190135 19425506 PV-190135 19425506 PV-190135 19425506 PV-190135 19425506 PV-190135 19425506 PV-190135 19425506 PV-190135 | 28.29 20.30 102.99 13.52 3,548.09 3,480.74 838.03 446.43 27.04 | N N N N N N N N N |
| 012225 SACRAMENTO COUNTY COUNTY OF SACRAMENTO 700 H STREET ROOM 1710 SACRAMENTO, CA 95814 (916) 874-8250 | 4,069.55 | FISCAL AGENT FEES FISCAL AGENT FEES FISCAL AGENT FEES FISCAL AGENT FEES FISCAL AGENT FEES | 09/18/2018 09/18/2018 09/18/2018 09/18/2018 09/18/2018 | 19425515 PV-190129 19425515 PV-190129 19425516 PV-190129 19425516 PV-190129 19425516 PV-190129 | 813.91 813.91 813.91 813.91 813.91 | N N N N N |
| 010468 SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DIST. 777 12TH STREET 3RD FLOOR SACRAMENTO, CA 95814-1908 (916) 874-4800 | 1,145.00 | 1819-10-00873 RENEWAL FEES | 09/18/2018 | 19425507 PV-190136 | 1,145.00 | N |
| 014836 SACRAMENTO STATE STUDENT FINANCIAL SERV 6000 J ST. LSN1001 SACRAMENTO, CA 958196044 (916) 278-1000 | 1,500.00 | DHS YARELI ROMERO SCOLRSHIP DHS BRENNNA ROMO SCOLRSHIP | 09/18/2018 09/18/2018 | 19425480 PO-190577 19425480 PO-190578 | 1,000.00 500.00 | N N |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|------------------------------------|----------|--------------------------------|------------|--------------------|----------|------|
| 012779 SACRAMENTO STATE COLLEGE | 4,550.00 | 1077379 AP SUMMER INST | 09/18/2018 | 19425475 PO-190003 | 750.00 | N |
| CONTINUING EDUCATION | | 1077386 AP SUMMER INST | 09/18/2018 | 19425475 PO-190003 | 750.00 | N |
| 3000 STATE UNIVERSITY DR EAST | | 1077180 AP SUMMER INST | 09/18/2018 | 19425475 PO-190003 | 750.00 | N |
| SACRAMENTO, CA 95819-6103 | | 1077373 AP SUMMER INST | 09/18/2018 | 19425475 PO-190003 | 750.00 | N |
| | | 1077354 AP SUMMER INST | 09/18/2018 | 19425475 PO-190003 | 800.00 | N |
| (916) 278-4433 N | | 1077418 AP SUMMER INST | 09/18/2018 | 19425475 PO-190009 | 750.00 | N |
| 003318 SCHOOL SPECIALTY INC | 1,232.35 | 308103120103 RMS SUPPLIES | 09/20/2018 | 19426267 PO-190123 | 296.74 | N |
| W6316 DESIGN DRIVE | | 308103120103 RMS SUPPLIES | 09/20/2018 | 19426267 PO-190123 | 445.11 | N |
| GREENVILLE, WI 54942 | | 308103118919 BATES SUPPLIES | 09/27/2018 | 19427816 PO-190376 | 490.50 | N |
| (0) - 0 N | | | | | | |
| 000316 SCHOOLS INSURANCE AUTHORITY | 717.50 | EAP092019.13 EAP FEES | 09/18/2018 | 19425508 PV-190139 | 717.50 | N |
| P.O. BOX 276710 | | | | | | |
| SACRAMENTO, CA 95827-6710 | | | | | | |
| (0) - 0 N | | | | | | |
| 013193 SCOE | 9,380.00 | 190563 TEACHER OF THE YR BANQT | 09/04/2018 | 19422705 PO-190485 | 480.00 | N |
| P.O. BOX 269003 | | 190532 DW INFO, DATA | 09/06/2018 | 19423410 PO-190308 | 6,250.00 | N |
| 10474 MATHER BLVD | | 190506 COURIER SERVICES | 09/06/2018 | 19423410 PO-190308 | 1,400.00 | N |
| SACRAMENTO, CA 95826 | | 190578 NORRIS REGIST | 09/18/2018 | 19425481 PO-190363 | 75.00 | N |
| | | EL ROADMAP RODRIGUEZ REGIST | 09/18/2018 | 19425481 PO-190540 | 75.00 | N |
| (0) - 0 N | | EL ROADMAP FRIEDEL REGIST | 09/18/2018 | 19425481 PO-190540 | 75.00 | N |
| | | S. WRIGHT CAASP CONF | 09/20/2018 | 19426268 PO-190553 | 225.00 | N |
| | | CI180110X30 WG CAASP INSTITUTE | 09/20/2018 | 19426268 PO-190584 | 800.00 | N |
| 014450 SCOTT TECHNOLOGY GROUP | 934.54 | 74238/76094 WG AGRMNT | 09/06/2018 | 19423417 PO-190191 | 146.88 | N |
| 1143 N. MARKET BLVD STE #7 | | 74920/74562/73782 BATES AGRMNT | 09/06/2018 | 19423417 PO-190369 | 42.56 | N |
| SACRAMENTO, CA 95834 | | 77994/77979 BATES MAINT AGRMNT | 09/20/2018 | 19426289 PO-190369 | 216.58 | N |
| | | DO PRINTER CHARGES | 09/20/2018 | 19426291 PV-190144 | 102.78 | N |
| (916) 913-6191 N WIZIX TECHNOLO | | DO PRINTER CHARGES | 09/20/2018 | 19426291 PV-190144 | 36.72 | N |
| | | DO PRINTER CHARGES | 09/20/2018 | 19426291 PV-190144 | 71.25 | N |
| | | DO PRINTER CHARGES | 09/20/2018 | 19426291 PV-190144 | 44.56 | N |
| | | DO PRINTER CHARGES | 09/20/2018 | 19426291 PV-190144 | 134.61 | N |
| | | DO PRINTER CHARGES | 09/20/2018 | 19426291 PV-190144 | 1.02 | N |
| | | DO PRINTER CHARGES | 09/20/2018 | 19426291 PV-190144 | 30.53 | N |
| | | DO PRINTER CHARGES | 09/20/2018 | 19426291 PV-190144 | 63.84 | N |
| | | DO PRINTER CHARGES | 09/20/2018 | 19426291 PV-190144 | 43.21 | N |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|--|-----------|-----------------------|------------|--------------------|----------|------|
| 000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710 | 21,078.22 | AUGUST 2018 PREMIUMS | 09/04/2018 | 19422715 PV-190102 | 5,230.88 | N |
| | | AUGUST 2018 PREMIUMS | 09/04/2018 | 19422715 PV-190102 | 9,110.24 | N |
| | | AUGUST 2018 PREMIUMS | 09/04/2018 | 19422715 PV-190102 | 1,003.07 | N |
| | | AUGUST 2018 PREMIUMS | 09/04/2018 | 19422715 PV-190102 | 2,474.83 | N |
| (0) - 0 N | | SEPT 2018 PREMIUMS | 09/18/2018 | 19425509 PV-190137 | 167.24 | N |
| | | SEPT 2018 PREMIUMS | 09/18/2018 | 19425509 PV-190137 | 1,003.07 | N |
| | | SEPT 2018 PREMIUMS | 09/18/2018 | 19425509 PV-190137 | 51.46 | N |
| | | SEPT 2018 PREMIUMS | 09/18/2018 | 19425509 PV-190137 | 2,474.83 | N |
| 000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710 | 467.66 | SEPT 2018 PREMIUMS | 09/18/2018 | 19425510 PV-190138 | 259.56 | N |
| | | SEPT 2018 PREMIUMS | 09/18/2018 | 19425510 PV-190138 | 80.30 | N |
| | | SEPT 2018 PREMIUMS | 09/18/2018 | 19425510 PV-190138 | 288.40 | N |
| (0) - 0 N | | | | | | |
| 012013 SIERRA CHEMICAL COMPANY 788 NORTHPORT DRIVE WEST SACRAMENTO, CA 95691 | 363.96 | 119054 MAINT SUPPLIES | 09/06/2018 | 19423411 PO-190159 | .42 | N |
| | | 119054 MAINT SUPPLIES | 09/06/2018 | 19423411 PO-190159 | .42 | N |
| | | 119054 MAINT SUPPLIES | 09/06/2018 | 19423411 PO-190159 | 363.96 | N |
| (916) 371-5943 N | | | | | | |
| 003512 SILVA, SHARON 101 SOUTH FRONT ST. #28 RIO VISTA, CA 94571 | 6.70 | BUS OFF REIMB POSTAGE | 09/18/2018 | 19425532 TC-190045 | 6.70 | N |
| (0) - 0 N | | | | | | |
| 014454 SINGH, PRITIKA 212 WEST HWY 220 RYDE, CA 95680 | 333.54 | PARENT MILEAGE | 09/27/2018 | 19427840 TC-190051 | 333.54 | N |
| (916) 491-0657 N | | | | | | |
| 014400 SLAGLE, ANTONIA 5811 14TH ST SACRAMENTO, CA 95822 | 21.46 | ISLE SUPPLIES | 09/20/2018 | 19426286 PO-190561 | 21.46 | N |
| (0) - 0 N | | | | | | |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|--|----------|---|--|--|---|--------------------------------------|
| 012084 SODEXO INC & AFFILIATES DEPT. 43283 LOS ANGELES, CA 90088-3283 (0) - 0 N | 3,161.98 | JUNE 2018 MEALS | 09/18/2018 | 19425514 PV-190143 | 3,161.98 | N |
| 014841 SOROPTIMIST OF RIO VISTA CLUB #115224 PO BOX 152 RIO VISTA, CA 94571 (0) - 0 N | 187.50 | #100 K WRIGHT MEMBERSHIP/DUES | 09/27/2018 | 19427795 PO-190596 | 187.50 | N |
| 014650 SOULE SHOPPE 111 FAIRMOUNT AVE OAKLAND, CA 94511 (510) 338-3234 N | 5,050.00 | DH WHITE 1.2 PEACEMAKER PRGRM DH WHITE 1.2 PEACEMAKER PRGRM DH WHITE 1.2 PEACEMAKER PRGRM | 09/20/2018 09/20/2018 09/20/2018 | 19426269 PO-190208 19426269 PO-190208 19426269 PO-190208 | 500.00 2,050.00 2,500.00 | N N N |
| 012288 SOUZA, JENNIFER 717 TAMARACK DRIVE LODI, CA 95240 (0) - 0 N | 101.37 | ISLE MILEAGE | 09/27/2018 | 19427841 TC-190052 | 101.37 | N |
| 011563 SPEARS, SHANAN 2436 MORAINNE CIRCLE RANCHO CORDOVA, CA 95670 (916) 744-1011 N | 411.58 | DHS AG SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES | 09/20/2018 09/20/2018 09/27/2018 09/27/2018 | 19426287 PO-190458 19426287 PO-190458 19427817 PO-190458 19427817 PO-190458 | 117.73 117.72 88.07 88.06 | N N N N |
| 013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520 (888) 400-2155 N | 901.19 | STORAGE PREPAID GAS TRANS GAS RMS GAS DO GAS DHW GAS RVHS GAS ISLE GAS DHS GAS | 09/27/2018 09/27/2018 09/27/2018 09/27/2018 09/27/2018 09/27/2018 09/27/2018 09/27/2018 | 19427833 PV-190152 19427833 PV-190152 19427833 PV-190152 19427833 PV-190152 19427833 PV-190152 19427833 PV-190152 19427833 PV-190152 19427833 PV-190152 | 242.60 17.70 56.42 8.12 30.55 141.58 176.42 151.16 | N N N N N N N N |

ISLE GAS
CAFE CMS GAS

09/27/2018 19427833 PV-190152
09/27/2018 19427835 PV-190152

14.37 N
62.27 N

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|--|----------|-------------------------------|------------|--------------------|----------|------|
| 014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702 | 1,194.21 | 3387462646 SP ED SUPPLIES | 09/06/2018 | 19423412 PO-190041 | 98.35 | N |
| | | 3388112668 SP ED SUPPLIES | 09/06/2018 | 19423412 PO-190041 | 85.40 | N |
| | | 3386935296 ED SV SUPPLIES | 09/06/2018 | 19423412 PO-190042 | 70.76 | N |
| | | 3386935295 ED SV SUPPLIES | 09/06/2018 | 19423412 PO-190042 | 110.01 | N |
| (0) - 0 N STAPLES CONTRA | | 3388112669 ED SV SUPPLIES | 09/06/2018 | 19423412 PO-190042 | 38.69 | N |
| | | 3387636723 ED SV SUPPLIES | 09/06/2018 | 19423412 PO-190042 | 107.97 | N |
| | | 3387636726 DHW SUPPLIES | 09/06/2018 | 19423412 PO-190229 | 8.63 | N |
| | | 3387462651 DHW SUPPLIES | 09/06/2018 | 19423412 PO-190229 | 13.17 | N |
| | | 3387462652 DHW SUPPLIES | 09/06/2018 | 19423412 PO-190229 | 11.88 | N |
| | | 3387059298 DHW SUPPLIES | 09/06/2018 | 19423412 PO-190229 | 61.34 | N |
| | | 3387462650 DHW SUPPLIES | 09/06/2018 | 19423412 PO-190229 | 12.96 | N |
| | | 3387636725 DHW SUPPLIES | 09/06/2018 | 19423412 PO-190229 | 18.36 | N |
| | | 3387636724 DHW SUPPLIES | 09/06/2018 | 19423412 PO-190229 | 6.48 | N |
| | | 3387146495 DHW SUPPLIES | 09/06/2018 | 19423412 PO-190244 | 4.53 | N |
| | | 3386877741 DHW SUPPLIES | 09/06/2018 | 19423412 PO-190244 | 69.44 | N |
| | | 3387141494 DHW SUPPLIES | 09/06/2018 | 19423412 PO-190244 | 10.37 | N |
| | | 3386478724 TRANS SUPPLIES | 09/18/2018 | 19425493 PO-190109 | 40.42 | N |
| | | 3386935297 TRANS SUPPLIES | 09/18/2018 | 19425493 PO-190109 | 83.46 | N |
| | | 3389557805 ED SV SUPPLIES | 09/27/2018 | 19427818 PO-190042 | 38.23 | N |
| | | 3387794405 CAFE SUPPLIES | 09/27/2018 | 19427825 PO-190114 | 71.15 | N |
| | | 3389476700 BUS OFF SUPPLIES | 09/27/2018 | 19427818 PO-190118 | 54.32 | N |
| | | 3387712080 DHW SUPPLIES | 09/27/2018 | 19427818 PO-190219 | 128.74 | N |
| | | 3389915153 DHW RETURN | 09/27/2018 | 19427818 PO-190241 | 32.86 | N |
| | | 3388694137 DHW SUPPLIES | 09/27/2018 | 19427818 PO-190241 | 15.14 | N |
| | | 3388277913 DHW SUPPLIES | 09/27/2018 | 19427818 PO-190241 | 43.60 | N |
| | | 3389557806 DHW SUPPLIES | 09/27/2018 | 19427818 PO-190241 | 23.67 | N |
| 003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814 | 292.00 | 323318 HR FINGERPRINTING | 09/18/2018 | 19425511 PV-190140 | 292.00 | N |
| (0) - 0 N | | | | | | |
| 000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571 | 1,177.67 | 23100 TRANS SUPPLIES | 09/27/2018 | 19427819 PO-190110 | 1,177.67 | N |
| (707) 374-5567 N | | | | | | |
| 014549 STOCKTON WOOD SHAVINGS | 3,186.00 | 171559 MAINT PLAYGROUND FIBER | 09/06/2018 | 19423392 PO-190019 | 3,186.00 | N |

938 E. FRENCH CAMP ROAD
FRENCH CAMP, CA 95241

(209) 982-0552

N

(0) - 0 N



| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|---|-----------|---|--------------------------|--|--------------------|--------|
| 013267 THEATREWORKS USA BOX OFFICE 151 W. 26TH STREET, 7TH FLOOR NEW YORK,, NY 10001 (800) 497-5007 N | 561.50 | WG FIELDTRIP | 09/20/2018 | 19426270 PO-190551 | 561.50 | N |
| 011930 TRANE PARTS CENTERS 4145 DEL MAR AVENUE ROCKLIN, CA 95677 (0) - 0 N | 585.83 | 4799730 MAINT SUPPLIES 4790711 MAINT SUPPLIES | 09/06/2018 09/06/2018 | 19423415 PO-190168 19423415 PO-190168 | 420.41 165.42 | N N |
| 012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0 N | 10,812.11 | AUGUST 2018 GASB 45 | 09/04/2018 | 19422717 PV-190100 | 10,812.11 | N |
| 012479 ULINE 2200 S LAKESIDE DRIVE WAUKEGAN, IL 60085 (800) 295-5510 N | 1,622.11 | 100690026 RVHS TABLE DOLLIE 99612022 RVHS SUPPLIES | 09/25/2018 09/27/2018 | 19427048 PO-190478 19427822 PO-190327 | 416.46 1,205.65 | N N |
| 001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328 (0) - 0 N | 451.61 | DO SHIPPING DO SHIPPING | 09/18/2018 09/27/2018 | 19425512 PV-190141 19427834 PV-190153 | 286.29 165.32 | N N |
| 013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258 (800) 328-5371 N | 727.36 | 365271378 RVHS LEASE DHW LEASE | 09/06/2018 09/20/2018 | 19423416 PO-190062 19426288 PO-190211 | 210.00 517.36 | N N |

| Vendor Name/Address | Total | Description | Date | Warrant Reference | Amount | 1099 |
|--|----------|---|--|--|--|--|
| 000104 WARREN'S MACHINE & WELDING 52270 CLARKSBURG ROAD P.O. BOX 398 CLARKSBURG, CA 95612 (916) 744-1667 | 1,870.67 | 16376 MAINT REPAIRS 16376 MAINT REPAIRS 16376 MAINT REPAIRS DHS AG 16-18 PAST INVOICES DHS AG 16-18 PAST INVOICES DHS AG 16-18 PAST INVOICES DHS AG 16-18 PAST INVOICES DHS AG 16-18 PAST INVOICES DHS AG 16-18 PAST INVOICES | 09/06/2018 09/06/2018 09/06/2018 09/18/2018 09/18/2018 09/18/2018 09/18/2018 09/18/2018 09/18/2018 09/18/2018 | 19423429 PV-190120 19423429 PV-190120 19423429 PV-190120 19425483 PO-190579 19425483 PO-190579 19425483 PO-190579 19425483 PO-190579 19425483 PO-190579 19425483 PO-190579 19425483 PO-190579 | 1.09 1.09 133.58 6.01 6.01 737.09 8.16 8.16 1,000.00 | N N 7 N N 7 N N N 7 |
| 010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 | 844.91 | DHS WASTE SERV DHS GARBAGE SERVICE | 09/06/2018 09/18/2018 | 19423430 PV-190122 19425513 PV-190142 | 127.44 717.47 | N N |
| 012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688 (707) 451-3000 5 | 3,747.84 | RMS LEASE RMS LEASE DHW LEASE RVHS LEASE | 09/04/2018 09/04/2018 09/04/2018 09/04/2018 | 19422720 PV-190109 19422720 PV-190109 19422720 PV-190109 19422720 PV-190109 | 936.96 936.96 936.96 936.96 | N N N N |
| 010992 WOMACK, DAVID 8608 GARNET CREST CT ELK GROVE, CA 95624 (916) 685-1440 | 2,835.35 | 1063 MAINT REPAIRS 1048 MAINT TESTING/SERVICES | 09/04/2018 09/04/2018 | 19422709 PO-190173 19422709 PO-190174 | 1,844.35 991.00 | 7 7 |
| 003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571 (0) - 0 | 227.90 | ED SV CONF REIMB | 09/27/2018 | 19427842 TC-190053 | 227.90 | N |
| 014706 ZOOM IMAGING SOLUTION 200 S. HARDING BLVD ROSEVILLE, CA 95678 (916) 369-6526 | 510.17 | 1982636/1980596 DHW AGMRNT 1986064/144/1988230 DHW AGRMT | 09/06/2018 09/20/2018 | 19423418 PO-190210 19426290 PO-190210 | 38.04 472.13 | N N |

| | |
|-----------------|------------|
| District total: | 613,917.83 |
| Report total: | 613,917.83 |

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: 1

From: Antonia Slagle, Isleton Elementary Principal

Item #: 10.4

SUBJECT

Request to approve the Independent Contract for Services Agreement with Sacramento Theatre Company for the 2018-2019 school year at a cost not to exceed \$4,176.00 (paid by arts grant)

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Sacramento Theatre Company

Description of Service(s): to provide theatre instruction aligned with CCSS to 1-3rd grade students in weekly sessions for 8 weeks. Instructor will meet with teachers before programming starts as well as provide an introductory session to classes (i.e. assembly). Following 8 week program, teachers will receive all curriculum.

Date(s) of Service(s): 2018-2019 school year (October-December)

Presenter:

Antonia Slagle, Principal, Isleton Elementary

Cost &/or Funding Sources (be specific)

Not to exceed \$ 4,176.00 paid by Sacramento Theatre Company through arts grant funding.

Recommendation:

That the Board approve the Independent Contract for Services Agreement with Sacramento Theatre Company for the 2018-2019 school year at a cost not to exceed the value of \$4,176.00

Time: 2 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995
www.riverdelta.k12.ca.us

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT Is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Sacramento Theatre Company, as "CONSULTANT."

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions:

- 1. TERM:** The term of this agreement is from October 2018 through January 2019. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with 30 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

- 2. CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows: provide theatre arts integration instruction aligned with Common Core State Standards, VAPA standards, and class curriculum to 1st through 3rd grade classes, 1 class per week in each grade for 8 weeks. Additionally, provide teacher orientation/collaboration meeting prior to classes and a reflection meeting at the conclusion of classes.

- 3. PAYMENT FOR SERVICES:** CONSULTANT shall receive grant-funded compensation at the rate of:

\$60.00 per class session (24 sessions total) = \$1,440.00
\$30.00 per class lesson plan prep sessions (24 sessions) = \$720.00
\$516.00 total mileage reimbursement for program manager and teaching artist = \$516.00
\$150.00 per program meetings: Teacher Planning and Reflection = \$300.00
\$1200.00 Program Manger and Education Director planning time = \$1,200.00

TOTAL COST not to exceed value of \$4,176.00

In the event the CONSULTANT is required to travel outside Solano, Yolo or Sacramento Counties at the request of the DISTRICT, it is agreed that actual and necessary expenses incurred while performing such services shall be reimbursed. All payments will be based on invoices submitted to DISTRICT by CONSULTANT and approved by DISTRICT'S authorized representative. The CONSULTANT shall provide an itemization of costs on submitted invoice.

- 4. RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.
- 5. STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services

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River Delta High/Elementary School River Delta Community Day School.....Delta Elementary Charter School

specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.

6. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.

Independent Contractor Agreement

Page 2

7. **COMPLIANCE WITH LAWS:** CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

8. **CONFLICTS OF INTEREST:** Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract).

The Superintendent may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and, thus, is not required to comply fully with the disclosure requirements described in those Sections cited above. The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code Form 700 Statements of Economic Interest. In addition, if the contract itself contains Conflict of Interest/Statements of Economic Interest Disclosures, the consultant is not required to re-file with the district annually.

9. **MODIFICATION OR ASSIGNMENT:** This agreement may not be assigned by either party without express written consent to the other. No modification shall be effective unless approved in writing by DISTRICT or authorized representatives.

CONTRACTOR/CONSULTANT:
DISTRICT:

RIVER DELTA UNIFIED SCHOOL

Sacramento Theatre Company

9/19/18

Antonia L. Slagle

Printed/Typed Name

Date

Requested By

Date

Social Security Number/Federal Tax ID Number

Approval Signature

Date

1419 H Street Sacramento, CA
Address State 95814

n/a

Budget Code (Name & Coding)

916-446-7501 ext 110
Contact Phone and Email

Board of Trustees Action

Date

M. Noyes
Signature (Contractor/Consultant Authorized Representative)

willenma@sactheatre.org

Consultant must answer the two questions below:

1. Are you presently or have you been a member of PERS or STRS?

PERS: Yes ___ No
STRS: Yes ___ No

2. Are you presently an employee of River Delta Unified School District? Yes No

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- | | | | | |
|------------------------------------|---------------------------------------|---------------------------------|-----------------------|-----------------------|
| Bates School | Isleton School | Walnut Grove School | Delta High School | Wind River School |
| Clarksburg Elementary | Riverview School | D.H. White Elementary | Rio Vista High School | Mokelumne High School |
| River Delta High/Elementary School | River Delta Community Day School..... | Delta Elementary Charter School | | |

This contract is not valid nor an enforceable obligation against the District until approved or ratified by the Board of Trustees, duly passed and adopted.

1/14/08

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| | | | | |
|------------------------------------|------------------|---------------------------------------|---------------------------------|-----------------------|
| Bates School | Isleton School | Walnut Grove School | Delta High School | Wind River School |
| Clarksburg Middle | Riverview Middle | D.H. White Elementary | Rio Vista High School | Mokolunne High School |
| River Delta High/Elementary School | | River Delta Community Day School..... | Delta Elementary Charter School | |



RIVER DELTA UNIFIED SCHOOL DISTRICT

**445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995**

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Sacramento Theatre Company, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

In the case of Facility Use Agreements, Contractor/Consultant further agrees to comply with the insurance requirements attachment to that contract and shall name the District as an additional insured via separate endorsement from its insurance carrier, and provide acceptable proof thereof to the District.

If the Contractor/Consultant should sublet any work to another party (i.e., subcontractor), Contractor/Consultant guarantees that such subcontractor shall indemnify the District prior to permitting subcontractor to commence its work. Contractor/Consultant shall obtain a signed agreement from such subcontractor indemnifying the District as set forth above. In addition, Contractor/Consultant shall require in its purchase orders that each supplier indemnify Contractor/Consultant and the District from any and all losses arising from any materials, products, or supplies included in such work.

In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

M. Noufer
Signature of Authorized Representative

9.19.18
Date Signed

Michele Hillen-Noufer
Typed/Printed Name of Authorized Representative

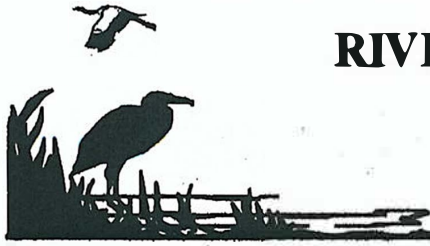
Sacramento Theatre Co.
Company Name

Address, Email & Phone: 1719 H Street, Sacramento, CA 95814
hillenm@sactheatre.org (916) 446-7501 x110

1/14/08

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RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995
www.riverdelta.k12.ca.us

Superintendent's Statement Regarding Consultant and Conflict of Interest Annual Statement Needed

This is to affirm that the Contractor/Independent Contractor (Consultant), Sacramento Theatre Company, is hired by this District to perform work as indicated below and/or per attached contract/agreement:

Description of Duties: provide theatre arts integration instruction aligned with Common Core State Standards, VAPA standards, and class curriculum to 1st through 3rd grade classes, 1 class per week in each grade for 8 weeks. Additionally, provide teacher orientation/collaboration meeting prior to classes and a reflection meeting at the conclusion of classes.

Will these duties and/or this Contractor/Consultant in any way have any level of influence on the expenditure of district revenues and/or resources?

No (If No, this consultant is not required to file the Form 700 with the district for the year(s) they are contracted by the district as long as the scope of duties do not change*).

Yes (If Yes, this consultant is required to file a statement of economic interests/conflict of interest disclosure with this district for the year(s) they are contracted by the district**)

*This contractor/consultant (although identified as a "designated position" for purposes of the District's Conflict of Interest Code/Economic Interest Statement Form 700) is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in the District's Conflict of Interest Code.

**Either (a) the contractor/consultant must file the Form 700 annually as long as they are contracted with the district or (b) if the contract/agreement itself (provided by the contractor/district and district Board approved), contains conflict of interest disclosures, the contractor/consultant may attach that portion of the contract/agreement to this Statement (annually) in satisfaction of this requirement.

This determination is a public record and shall be retained for public inspection in the same manner and location as the District's Conflict of Interest Code Form 700s.

Don Beno, Superintendent

Date

1/14/08

Attachment : (Conflict of Interest Code)

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**BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: September 20, 2018

Attachments: _____

From: Maria Elena Becerra, Principal – Bates Elementary

Item Number: 10.5

SUBJECT

**Request to approve a field trip for Bates Elementary
5th and 6th grade students to the Sly Park
Environmental Education Center from May 28-31,
2019**

Action: _____

Consent Action: X

Information Only: _____

Background:

This was an annual trip for the Bates Elementary School 6th grade students. This year we are moving it to have it every other year and have students in grades 5th and 6th go together (same as Walnut Grove). The school incorporates proceeds from fundraisers, community donations, and parental donations to fund the student participation fee.

Status:

The students are requesting the permission of the RDUSD Board of Education to travel to the Sly Park Environmental Education Center in Pollock Pines, CA.

Presenter: Maria Elena Becerra, Principal

Other People Who Might Be Present:

Cost &/or Funding Sources

Participation fee and transportation cost per student is \$260.00. This cost will be funded by parent/community/PTA donations and fundraising.

Recommendation:

That the Board approves the overnight field trip for Bates Elementary 5th and 6th grade students to attend the Sly Park Environmental Education Center May 28-31, 2019

Time: 2 mins.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651

BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: _____

From: Laura Uslan – Delta High School Principal

Item Number:
__10.3__

SUBJECT

Fundraiser requests for Delta High School Heavenly Boosters.

Action: _____
Consent Action: __X__
Information Only: _____

Background:

Delta High School Heavenly Boosters requests the following fundraisers be approved:

- (1) Carmazzi Caramel Corn Fundraiser to benefit Cross Country and Track with an expected revenue of \$1000.00
- (2) Dinner before the show for Winter and Spring Music Concerts to benefit the Music program with an expected revenue of \$1500.00

Status:

The Heavenly Boosters will assist in the coordination of both fundraising events. The caramel corn will be sold off campus or 30 minutes after the end of the school day, as required by law. The music dinners will be prepared in compliance with all food safety guidelines.

Presenter: Laura Uslan, Principal

Other People Who Might Be Present:

Cost &/or Funding Sources

Heavenly Boosters funds

Recommendation:

That the Board approves the Delta High School Heavenly Boosters Fundraiser Requests, as submitted.

Time: _____2 mins.____

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651

BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018 Attachments: _____

From: Shanan Spears – Delta HS Agriculture Department /FFA Advisor Item Number: 10.7

SUBJECT Action: _____
The Delta FFA Ag Boosters would like to host a Texas Hold ‘Em game Consent Action: X
night to raise \$5000 for the students attending the National FFA Information Only: _____
Convention (Indiana) and Washington DC trip October 24th – 30th, 2018

Background:

The Agriculture Department/FFA of Delta High school attends the National FFA Convention in a rotation every other year. This year we have alumni receiving their American FFA Degree and Delta FFA has been awarded a Two Star National Chapter Award. These will be presented at the convention. The cost to attend per student is \$2000 for hotel, travel, registration, activities, tours and the extended trip to Washington and \$2400 for an adult. The difference is the price of the hotel (students are four to a room and adults are two).

Delta FFA members, the Ag Boosters and Mrs. Spears are actively seeking fundraising opportunities to offset the costs. The Ag Boosters group would like to host a Texas Hold ‘Em poker night. This event has been done previously at Rio Vista by their Athletic Boosters (2016). The event is tentatively scheduled for Friday, November 9, 2018. The event will be held at Miner’s Leap Winery in Clarksburg from 6pm – 10pm. The Heavenly Boosters are in compliance with all applicable laws and have registered with the State of California Department of Justice to obtain their Charity Registration number and have contracted with a company that handles this type of event. Tickets are \$100 per person to attend. No money will be given out. Participants will be provided dinner and can win prizes and gift cards. All proceeds will be used to support the eight students, two parents, and one teacher who are scheduled to attend the convention.

Status: Reservations for the group have been made and there has been active fundraising toward the trip throughout the summer. The Board approved the trip at the August 14, 2018, board meeting.

Presenter: Shanan Spears

Other People Who Might Be Present: Mrs. Laura Uslan, Principal

Cost &/or Funding Sources

The cost of the fundraiser is being paid by the Delta High School Ag Boosters. Quote and copy of registration for controlled gaming permit is attached.

Recommendation: That the Board approve the Texas Hold ‘Em fundraiser to be sponsored by the Delta High School Ag Boosters on November, 2018.

Time: _____ 2 mins.____

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.8

SUBJECT

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Learning Solutions) for the 2018-2019 school year at a cost not to exceed \$30,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Learning Solutions

Description of Service(s): To provide consultation services and training to district staff and educational services for students with special needs related to Autism and Behavior Intervention, as determined by their Individual Education Programs (IEP).

Date(s) of Service(s): 2018-2019 school year

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$30,000 paid by Special Education funds. The rate for assessments and B.A. consultation services are \$95.00 per hour. BCBA services are 105.00 per hour. Aide Support is \$32.00 per hour.

Recommendation:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Learning Solutions) for the 2018-2019 school year at a cost not to exceed \$30,000.

Time: 2 mins.

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2018–2019

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2018-2019

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Learning Solutions

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on October 1, 2018, between the River Delta Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Learning Solutions (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student’s parent.

2. CERTIFICATION AND LICENSES

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

student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from October 1, 2018 to June 30, 2019 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event a subsequent Master Contract is not renegotiated by June 30, 2019, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to California Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful by OAH consistent with section 1415(k) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (“SELPA”) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met Federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (including but not limited to, for example, the requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency–approved or recognized requirements, and adheres to the standards of professional practice established in Federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.) Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract

with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and may be referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student’s record. Such log needs not to record access to LEA student’s records by: (a) LEA student’s parent;

(b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and Federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, Federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)), or immediately, if CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as provided in Sections 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

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

PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

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

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (“NPS/RTC”), the following insurance policies are required:

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

17. INDEPENDENT CONTRACTOR

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

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute sufficient good cause for termination of this Master Contract.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by Federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency ("LEA"), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and Federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as

specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("LCI"), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the California Education Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in LEA student's IEP and ISA.

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR agrees to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System ("SEIS") or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional

progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with all requirements of California Education Code sections 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is

designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations.

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and Federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA.

CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training for any nonpublic school and nonpublic agency to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or Federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISA.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPPA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. CONTRACTOR shall include verification of these procedures to LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of a LEA student ten (10) days prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and Federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Master Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the

scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school or nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 56366(a)(2)(C) and 56366.9, California Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.* and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"), 20 U.S.C. section 1401(29); California Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education

and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

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

44. MONITORING

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

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own on-site review of a NPS using the LEA's Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standards-focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and Federal regulations, and Master Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come

in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends California Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided to LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* All paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c)

met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services

by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR’S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable Federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and California Health and Safety Code section 121545 regarding the examination of CONTRACTOR’S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable Federal, state, and local laws, regulations, and ordinances related, but not limited to disability access, fire, health, sanitation, and building standards and safety, fire warning systems, zoning permits and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance,

CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable Federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with Federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist a LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify a LEA student's name, the type of medication, the date, time, and amount of each administration, and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is a LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall electronically submit, within 24 hours, any accident or incident report to LEA. CONTRACTOR shall properly submit accident or incident reports as required by the District.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*. In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department ("Risk Manager")

of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 et. seq. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

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

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

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

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided

the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have

been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

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

CONTRACTOR shall also provide LEA access to all records contemplated by Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

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

If an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over

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

62. RATE SCHEDULE

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 46200-46208.

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director, Douglas Phillips, or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or

representatives. This Master Contract is effective on the 1st day of October 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR

LEA
River Delta Unified School District

Nonpublic School/Agency

By:

Signature Date

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

By:

Signature Date

By:

Kathy Wright, Director of Educational Services
Name and Title of Authorized Representative

Notices to LEA shall be addressed to:

River Delta Unified School District

LEA
445 Montezuma Street

Address
Rio Vista CA 94571

City State Zip
707-374-1729 707-374-2901

Phone Fax
tsalomon@rdusd.org

Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State Zip

Phone Fax

Email

EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2018-2019 CONTRACT YEAR

CONTRACTOR Learning Solutions CONTRACTOR NUMBER _____ CDE TOTAL ENROLLMENT ALLOWED _____

Rate Schedule. This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \$30,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

| SERVICE | DESCRIPTION | RATE |
|---------------------------------------|--|-------------------------------------|
| Language and Speech Therapy | PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day. | \$ _____ Per Diem |
| | DIRECT THERAPY 1:1 or small group | \$ _____ Per Hour |
| | CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s) | |
| | OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings | |
| Occupational Therapy | PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day. | \$ _____ Per Diem |
| | DIRECT THERAPY 1:1 or small group | \$ _____ Per Hour |
| | CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s) | |
| | OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings | |
| Physical Therapy | PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day. | \$ _____ Per Diem |
| | DIRECT THERAPY 1:1 or small group | \$ _____ Per Hour |
| | CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s) | |
| | OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings | |
| Behavior Intervention Services | PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day | \$ _____ Per Diem |
| | DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection. | \$ <u>32.00</u> Per Hour |
| | CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s). | \$ <u>95.00</u> Per Hour |
| | SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s). | \$ <u>BCBA \$105.00</u> Per Hour |
| | OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings. | \$ _____ Per Hour |
| Other: | | \$ _____ Per Hour |

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: _____

From: Don Beno, Superintendent

Item Number: 10.9

SUBJECT Donations

Action: _____
Consent Action: x
Information Only: _____

Background:

Donations to Receive and Acknowledge:

Isleton Elementary School – 6th grade Sly Park Educational Fieldtrip

Pat Teisseire - \$200
Oilwell Materials & Hardware Co., Inc. - \$100
Reamer Farms, Inc. - \$235
Rogelios, Inc. - \$20
Lira's Supermarket - \$235

Rio Vista High, Riverview Middle and D.H. White Elementary School

Rio Vista Lions Club – Catapult EMS License - \$1902

Rio Vista High School – Deven Davis Scholarship Fund

Dana Halbrook - \$100

Rio Vista High School – Elizabeth McCormack Library

Harvey L. and Maud C. Sorensen Foundation - \$85,000

Presenter Don Beno

Other People Who Might Be Present Staff

Cost &/or Funding Sources

Recommendation:

That the Board acknowledge and approve the receipt of these donations.

Time: 2 mins.____

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: X

From: Don Beno, Superintendent

Item Number: 11

SUBJECT

Request to approve the *second and final reading* of the updated or new Board Policies, Administrative Regulation and or Exhibits due to new legislation or mandated language and citation revisions as of July 2018.

Action: X

Consent Action:

Information Only:

Background:

Changes in legislation and amendments to laws lead to necessary/mandated changes in District policies, regulations and exhibits.

Status:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to June 2018 which need to be approved for a *second and final reading*.

These policies, etc., were submitted for a first reading at the September 11, 2018 Board meeting.

Presenter Don Beno

Other People Who Might Be Present Jennifer Gaston, Recorder

Cost &/or Funding Sources

Recommendation:

That the Board approve the *second and final reading* of these policies and regulations resulting from legislation effective prior to June 2018 as submitted.

Time: 5 mins.

POLICY GUIDE SHEET

July 2018

Page 1 of 3

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

BP 0415 - Equity

(BP added)

New policy addresses the district's recognition and response to the unique barriers facing historically underserved and underrepresented student populations. Policy expresses the district's intent to proactively identify class and cultural biases as well as practices that impede equal access to opportunities for all students. Policy also presents examples of strategies to promote equity in district programs and activities.

BP 1020 - Youth Services

(BP deleted)

Policy deleted and key concepts moved to BP 1400 - Relations Between Other Governmental Agencies and the Schools.

BP/AR 1330 - Use of School Facilities

(BP/AR revised)

Policy updated to reflect the board's authority to provide the use of school facilities free of charge to recreational youth sports leagues that charge participants no more than an average of \$60 per month. Policy also adds new section on the use of school facilities as a polling place, formerly in BP 1400 - Relations Between Other Governmental Agencies and the Schools. Regulation updated to more directly reflect law addressing the board's authority to approve serving alcohol during a special event at district-owned facilities at a time when students are not present.

BP 1400 - Relations Between Other Governmental Agencies and the Schools

(BP revised)

Policy revised to delete material regarding the use of school facilities as a polling place, now addressed in BP 1330 - Use of School Facilities. Policy adds material on collaboration with local government agencies, formerly in BP 1020 - Youth Services.

BP 2210 - Administrative Discretion Regarding Board Policy

(BP revised)

Policy updated to add the board's expectation that the superintendent or designee will be nondiscriminatory and demonstrate a commitment to equity whenever he/she is exercising administrative authority to address a situation that is either not covered in written policies or that requires immediate action to avoid risk to student and staff safety, protect district property, or prevent disruption of school operations. Policy clarifies the superintendent's accountability for all areas of operation under his/her authority and provides that the superintendent or designee will notify the board, as appropriate, of his/her actions exercised pursuant to this policy.

BP/AR 3312.2 - Educational Travel Program Contracts

(BP revised; AR deleted)

Updated policy clarifies the board's responsibility to approve contracts for educational travel programs and adds contract components, formerly in AR. Regulation deleted and key concepts moved to BP.

POLICY GUIDE SHEET

July 2018

Page 2 of 3

BP/AR 3320 - Claims and Actions Against the District

(BP/AR revised)

Policy and regulation updated to clarify the applicability of the Government Claims Act to certain claims for money or damages against the district, and to reflect **NEW COURT DECISION** (Big Oak Flat-Groveland Unified School District v. Superior Court of Tuolumne Court) which upheld the district's right to require that a claim be submitted using district procedures before a lawsuit may be filed. Regulation also updated to expand section on "Time Limitations."

BP 3515.21 - Unmanned Aircraft Systems (Drones)

(BP added)

New optional policy addresses strategies for avoiding disruption and maintaining the safety, security, and privacy of individuals when the district grants permission for a person or entity to operate an unmanned aircraft system (drone) on or over district property. Policy reflects federal regulations and Federal Aviation Administration guidance, and provides that the district shall only grant permission if the planned activity supports the district's own instructional, co-curricular, extracurricular, or operational purposes.

BP 4140/4240/4340 - Bargaining Units

(BP revised)

Policy updated to reflect **NEW COURT DECISION** (Janus v. AFSCME) which held that public employees cannot be compelled to pay mandatory "fair share service fees" to an employee organization. Policy also reflects **NEW LAW** (SB 866, 2018) which prohibits districts from deterring or discouraging employees or job applicants from becoming or remaining members of an employee organization and prohibits sharing the date, time, and place of new employee orientations with anyone other than employees, the exclusive representative, or a vendor contracted to provide a service for the orientation. Policy deletes material regarding the employee organization's provision of a financial report, which is required by law to be submitted to the Public Employment Relations Board rather than the district board.

AR 4157.2/4257.2/4357.2 - Ergonomics

(AR revised)

Regulation updated to add a definition of ergonomics, expand the purpose of the ergonomics program to include other workplace injuries in addition to repetitive motion injuries, provide for employees to report symptoms to a supervisor, reflect circumstances under which an ergonomics program is required by state regulations, and delete outdated date for implementation of state regulations.

BP/AR 4161.3 - Professional Leaves

(BP added; AR deleted)

Regulation deleted and moved to new policy since the responsibility for granting professional leaves rests with the board pursuant to law. Policy reorganized for clarity, revised to more directly reflect law, and expanded to add board philosophical statement and an exception in law allowing a professional leave under an approved national recognized fellowship or foundation to be included in computing the service requirement for a subsequent leave.

BP/AR 4261.3 - Professional Leaves

(BP added; AR deleted)

Regulation deleted and moved to new policy since the responsibility for granting professional leaves rests with the board pursuant to law. Policy reorganized for clarity, revised to more directly reflect law, and expanded to add board philosophical statement.

POLICY GUIDE SHEET

July 2018

Page 3 of 3

BP/AR 5112.5 - Open/Closed Campus

(BP revised; AR deleted)

Policy revised to clarify options for open campus and add optional language regarding district criteria for student eligibility for open campus privileges. Policy also includes the requirement for written parental notification of the open campus policy, formerly in AR, and clarifies that a student's unauthorized absence from school constitutes an unexcused absence but is not classified as truancy unless it meets the legal definition of truancy based on the number of absences during the school year. Regulation deleted and key concepts moved to BP.

AR 5141.32 - Health Screening for School Entry

(AR revised)

Regulation updated to reflect **NEW LAW** (SB 379, 2017) which changes the date by which the district must report oral health assessment data to the county office of education and/or state dental director and requires the certification form developed by the California Department of Education (CDE) to include parental rights related to oral health assessments offered at school sites. Regulation also deletes the requirement to notify parents/guardians of the telephone number for the Healthy Families program, which is no longer operational.

BP/AR 6174 - Education for English Learners

(BP/AR revised)

Policy and regulation updated to reflect **NEW STATE REGULATIONS** (Register 2018, No. 20) governing the implementation of Proposition 58 requirements pertaining to language acquisition programs, and to delete references to the former state assessment of English proficiency. Policy also adds concepts recommended in **NEW CDE PUBLICATION** ([The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners](#)). Regulation adds definitions of designated and integrated English language development, renumbers cites to state regulations related to testing accommodations pursuant to **NEW STATE REGULATIONS** (Register 2018, No. 4), and reflects **NEW LAW** (AB 81, 2017) which requires specified information related to "long-term English learners" or "students at risk of becoming a long-term English learner" to be included in the Title I or Title III parental notification of a student's assessment of English proficiency.

BB 9310 - Board Policies

(BB revised)

Bylaw updated to address alignment of board policies with the district's vision, goals, and local control and accountability plan and add the concept of proactively addressing equity and equal access in board policies. Material rearranged to emphasize that policies are not operative if in conflict with applicable federal or state law or regulations or court decisions.

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0415(a)

EQUITY

Note: The following **optional** policy addresses district recognition and response to the unique barriers facing each segment of the district's student population.

Pursuant to Education Code 201, California schools have an affirmative obligation to combat racism, sexism, and other forms of bias, and have a responsibility to provide equal educational opportunity to all students. Education Code 51007 requires that all students enrolled in the state's public elementary and secondary schools, regardless of race, creed, color, national origin, gender, gender identity, gender expression, physical disability, geographic location, or socioeconomic background, shall have equitable access to educational programs designed to strengthen technological skills, including, but not limited to, computer education programs. Education Code 220 further prohibits discrimination on the basis of disability, gender, gender identity, gender expression, nationality, immigration status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by the district.

The Governing Board believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

EQUITY (continued)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)
(cf. 9000 - Role of the Board)
(cf. 9310 - Board Policies)

The Board and the Superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Routinely assessing student needs based on data disaggregated by race, ethnicity, and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning, and resource development decisions

(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 6162.5 - Student Assessment)

| |
|--|
| Note: Pursuant to 20 USC 6311, states must publish per-pupil expenditures, including personnel expenditures and nonpersonnel expenditures, by school. Districts can analyze this financial data, along with other data sources, to ensure equitable allocation of financial and human resources across the district. |
|--|

2. Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district. Such resources include access to high-quality administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.

(cf. 0440 - District Technology Plan)
(cf. 3100 - Budget)
(cf. 4113 - Assignment)
(cf. 7110 - Facilities Master Plan)

3. Enabling and encouraging students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student activities

(cf. 6141.4 - International Baccalaureate Program)
(cf. 6141.5 - Advanced Placement)
(cf. 6143 - Courses of Study)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6152.1 - Placement in Mathematics Courses)

EQUITY (continued)

4. Building a positive school climate that promotes student engagement, safety, and academic and other supports for students

(cf. 5137 - Positive School Climate)

5. Adopting curriculum and instructional materials that accurately reflect the diversity among student groups

(cf. 6141 - Curriculum Development and Evaluation)

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

6. Providing and/or collaborating with local agencies and community groups to ensure the availability of necessary support services for students in need

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

(cf. 6179 - Supplemental Instruction)

7. Promoting the employment and retention of a diverse staff that reflects the student demographics of the community

8. Providing district staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

9. Conducting program evaluations that focus on equity and address the academic outcomes and performance of all students on **all** indicators

(cf. 0500 - Accountability)

The Board shall regularly monitor the intent and impact of district policies and decisions in order to safeguard against disproportionate or unintentional impact on access to district programs and achievement goals for specific student populations in need of services.

Legal Reference: (see next page)

EQUITY (continued)*Legal Reference:*EDUCATION CODE

200-262.4 Educational equity

52077 Local control and accountability plan

60040 Selection of instructional materials

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX

*Management Resources:*CSBA PUBLICATIONSMeeting California's Challenge: Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017The School Board Role in Creating the Conditions for Student Achievement, 2017African-American Students in Focus: Closing Opportunity and Achievement Gaps for African-American Students, 2016African-American Students in Focus: Demographics and Achievement of California's African-American Students, 2016Latino Students in California's K-12 Public Schools, 2016Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, 2016Climate for Achievement Governance Brief Series, 2015Math Misplacement, 2015*Management Resources continued: (see next page)*

EQUITY (continued)

Management Resources: (continued)

CENTER FOR URBAN EDUCATION PUBLICATIONS

Protocol for Assessing Equity-Mindedness in State Policy, 2017

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

Center for Urban Education: <https://cue.usc.edu>

Safe Schools Coalition: <http://www.casafeschools.org>

DRAFT

CSBA Sample Board Policy

Community Relations

BP 1330(a)

USE OF SCHOOL FACILITIES

Note: Education Code 38133 **mandates** that the Governing Board develop rules and regulations related to the management, direction, and control of school facilities. Pursuant to Education Code 38130-38138 (the Civic Center Act), school facilities are civic centers and, under certain circumstances, members of the school community must be allowed to use them for specified purposes. In granting access for use of school facilities to district residents and community groups, the Board must be careful to avoid discriminating against certain individuals, groups, or viewpoints and thereby violating constitutional requirements, including free speech rights. In Good News Club v. Milford Central School, the U.S. Supreme Court held that the school district violated the club's free speech rights when it denied the club use of school facilities for after-school meetings because of the religious nature of the meetings.

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6145.5 - Student Organizations and Equal Access)

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

Note: Pursuant to Education Code 38133, the Board is **mandated** to develop rules and regulations which must include the items specified below for the management, direction, and control of school facilities.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

USE OF SCHOOL FACILITIES (continued)

Note: The following paragraph is **optional** and may be modified to reflect district practice.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

Note: The following **optional** paragraph may be modified to reflect district practice. A district may enter into an agreement with another entity for the joint use of school facilities or grounds. For considerations to guide the development of such an agreement, see BP 1330.1 - Joint Use Agreements. **Any district interested in entering into any such agreement is also encouraged to review CSBA's policy brief *Maximizing Opportunities for Physical Activity Through Joint Use of Facilities* and CSBA's publication *Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement* for tips regarding successful collaboration, information about funding sources for joint use, suggested components of joint use agreements, model agreements, and additional resources.**

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

Fees

Note: Education Code 38134 authorizes districts to charge an amount "not exceeding" direct costs for the use of school facilities or grounds by community groups and entities. **5 CCR 14037-14041 contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds. See the section "Calculating Direct Costs" below. If the district chooses to charge fees, Pursuant to 5 CCR 14041, requires as added by Register 2014, No. 19, the Board is required to adopt a fee schedule that specifies the hourly fee to be charged by the district either for specific school facilities and grounds or for types or categories of school facilities or grounds (e.g., all gymnasiums or playgrounds), when the district chooses to charge fees for community use of school facilities and grounds.**

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

USE OF SCHOOL FACILITIES (continued)

(cf. 9320 - Meetings and Notices)

Note: ~~In addition,~~ Education Code 38134 **mandates** each district **that chooses to charge the community a fee for the use of school facilities** to adopt a policy specifying the activities and organizations that shall be charged an amount not to exceed direct costs **subjected to the fees.** ~~5 CCR 14037-14041, as added by Register 2014, No. 19, contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds.~~ The options below provide suggestions on how districts that choose to charge **up to direct costs fees** may categorize activities and organizations for that purpose. Option 1 is for use by districts that choose to charge an amount "not exceeding" direct costs to all community groups. Option 2 is for use by districts that choose to grant free use to nonprofit **organizations and to** groups organized to promote youth and school activities but charge other groups an amount "not exceeding" direct costs. Option 3 is for use by districts that grant free use to school-related organizations only.

~~However,~~ **+**Regardless of the option chosen, there is an exception for the use of school facilities and grounds for religious services, as noted below.

USE OF SCHOOL FACILITIES (continued)**(No charge to school-related organizations)**

The Board ~~shall grant~~ **authorizes** the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041.

Note: **The remainder of this section is for use by all districts** regardless of the option chosen above.

Pursuant to Education Code 38134, any group authorized to use school facilities for religious services must be charged "at least" direct costs.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

Note: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Note: The following paragraph provides specific guidance for calculating "direct costs" that a district may charge community groups and organizations for the use of school facilities or grounds. Pursuant to 5 CCR 14038, as added by Register 2014, No. 19, the district must determine the "proportionate share" of allowable capital and operational direct costs as provided below.

~~In determining d~~Direct costs to be charged for community use of each, or each type of, school facility or grounds, ~~the Superintendent or designee shall calculate,~~ **shall be calculated** in accordance with 5 CCR 14038, **and may reflect** the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

~~However, capital direct costs shall not be charged to organizations retained by the~~

USE OF SCHOOL FACILITIES (continued)

~~district or school to provide instruction or instructional activities to students during school hours or for classroom based programs that operate after school hours, including, but not limited to, after school, tutoring, and child care programs. (5 CCR 14037)~~

~~(cf. 5148 – Child Care and Development)~~

~~(cf. 5148.2 – Before/After School Programs)~~

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services **of performed by** district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Note: The following **optional** paragraph applies to districts that choose to discount direct cost fees based on the type or category of the applicant, such as to groups with tax-exempt status as authorized pursuant to 5 CCR 14041, **added by Register 2014, No. 19.**

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

~~Note: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.~~

~~Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)~~

Expending Funds Collected as Capital Direct Costs

Note: Pursuant to 5 CCR 14042, added by Register 2014, No. 19, funds collected as capital direct costs **must be expended as specified in the following optional paragraph.**

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

Note: Pursuant to Elections Code 12283, an elections official requesting the use of a school building as

USE OF SCHOOL FACILITIES (continued)

a polling place must include in his/her request a list of the schools needed. Such requests must be made within sufficient time before the start of the school year so that the Board can determine and notify parents/guardians whether (1) the school will remain in session on those days, (2) the school day will be designated for staff training and development, or (3) the school will be closed to students and nonclassified employees. See BP 6111 - School Calendar.

The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

(cf. 6111 - School Calendar)

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

(cf. 3515.2 - Disruptions)

Legal Reference: (see next page)

USE OF SCHOOL FACILITIES (continued)

Legal Reference:

EDUCATION CODE

10900-10914.5 *Community recreation programs*

32282 *School safety plan*

37220 *School holidays*

38130-38138 *Civic Center Act, use of school property for public purposes*

BUSINESS AND PROFESSIONS CODE

25608 *Alcoholic beverage on school premises*

ELECTIONS CODE

12283 *Polling places: schools*

GOVERNMENT CODE

54950-54963 *The Ralph M. Brown Act*

MILITARY AND VETERANS CODE

1800 *Definitions*

CODE OF REGULATIONS, TITLE 5

14037-14042 *Proportionate direct costs for use of school facilities and grounds*

UNITED STATES CODE, TITLE 20

7905 *Equal access to public school facilities*

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 *Ops. Cal. Atty. Gen.* 90 (1999)

79 *Ops. Cal. Atty. Gen.* 248 (1996)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

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CSBA Sample

Administrative Regulation

Community Relations

AR 1330(a)

USE OF SCHOOL FACILITIES

Note: The following administrative regulation is **mandated** for the management, direction, and control of school facilities, pursuant to Education Code 38133.

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Note: The California Supreme Court has determined that the requirements of Education Code 38135 and 38136 are unconstitutional (ACLU v. Board of Education of City of Los Angeles). Although these provisions have not been repealed, districts are advised not to require any oath affirming that the group does not intend to take actions leading to the overthrow of the government.

Other types of oaths have been held constitutionally acceptable. The California Supreme Court upheld the use of an oath that the individual or group does not intend to use school premises to commit unlawful acts (ACLU v. Board of Education), and the U.S. Supreme Court has upheld affirmative loyalty oaths for public employees, expressing a promise to support the federal and state constitutions (Connell v. Higgenbotham; Cole v. Richardson). The accompanying exhibit provides a sample facilities use statement. The following paragraph is **optional**.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest

Note: An Attorney General Opinion (79 Ops.Cal.Atty.Gen. 248 (1996)) found unconstitutional the section of Education Code 38131 which provides that a board may grant the use of school facilities to a religious group to conduct services only when the religious group has no other suitable meeting place. Although Attorney General opinions do not carry the force of law, they are given deference by the courts in the case of legal challenge. Therefore, a district should consult legal counsel before requiring a religious organization to establish that it lacks another suitable meeting place for the conduct of its services in order to rent school

USE OF SCHOOL FACILITIES (continued)

facilities. In that same opinion, the Attorney General also determined that Education Code 38131 does not limit the renewability of the temporary use permit for school facilities by a religious organization. Thus, legal counsel should also be consulted before a district refuses to renew a temporary permit. Item #3 below is consistent with the Attorney General's interpretation of Education Code 38131.

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization

4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies

6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination

7. A community youth center

(cf. 1020 - Youth Services)

Note: Pursuant to Education Code 32282, procedures to allow school facilities to be used by public agencies, such as the Red Cross, for mass care and welfare shelters during an emergency must be included in the comprehensive school safety plan. See AR 0450 - Comprehensive Safety Plan.

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A *veterans' organization* means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

USE OF SCHOOL FACILITIES (continued)

Note: Education Code 38131 allows the district to grant use of school facilities for other purposes as deemed appropriate. The district may add any other purposes approved by the Governing Board.

10. Other purposes deemed appropriate by the Governing Board

Restrictions

Note: In adopting rules for the management and control of school facilities, districts must be careful to ensure that they do not impose restrictions that may violate constitutionally protected rights. Generally, court decisions have held that districts may not discriminate on the basis of a group's viewpoint, and thus the use of facilities should be granted on a neutral basis. In Good News Club v. Milford Central School, the U.S. Supreme Court held that a district which prohibited a religious club from using school facilities after school hours for activities for which it allowed other community groups to use the school facilities discriminated against the club on the basis of the club's religious viewpoint in violation of the First Amendment to the United States Constitution.

Because federal and state constitutional free speech issues may be involved when a district denies the use of school facilities to certain groups, it is strongly recommended that a district consult with legal counsel before doing so.

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages drugs or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

Note: Pursuant to Business and Professions Code 25608, it is a misdemeanor to possess, consume, sell, give, or deliver any alcoholic beverage to any person in a school building or on school grounds unless a specified exception applies. AB 2073 (Ch. 235, Statutes of 2014) amended Business and Professions Code 25608 to add an exception for cases in which alcohol is served. One such exception is serving alcohol during a special event, pursuant to a license or permit obtained under the Alcohol Beverage Control Act, at district-owned facilities at a time when students are not present. For this purpose, "facilities" include, but are not limited to, office complexes, conference centers, or retreat facilities. Although Business and Professions Code 25608 allows this exception, the district should consult legal counsel and/or risk management personnel when determining whether to allow alcohol on district property pursuant to this exception. When a district allows the use of its facilities or grounds for events that may involve the serving or consumption of alcoholic beverages, it is recommended that rules and/or limitations be established to minimize risks to the district and attendees at such events (e.g., requiring security guards and/or additional insurance, limiting the presence of alcoholic beverages to designated areas, limiting the types of beverages and/or how many drinks

USE OF SCHOOL FACILITIES (continued)

can be served at a time, specifying the time period during which alcoholic beverages may be served). **The following optional paragraphs Item #4 is optional and** may be **deleted or** revised to reflect any limitations imposed on the facility user.

- 4. Any use which involves the possession, consumption, or sale of alcoholic beverages, However, the Superintendent or designee may approve the use of district facilities except for special events approved by the Superintendent or designee pursuant to Business and Professions Code 25608 which are that may involve the acquisition, possession, use, or consumption of alcoholic beverages when the event is covered by a special events permit pursuant to Division 9 of the Business and Professions Code and which will occur at a time when pupils are generally not on the school grounds. (Business and Professions Code 25608)**—Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

Note: Districts may exclude certain facilities from community use for safety or security reasons. Such facilities might include (1) offices or computer rooms containing records and confidential information and (2) science rooms and other rooms containing hazardous chemicals or equipment that cannot be used safely without special knowledge or skills. The following paragraph is **optional** and may be revised to specify excluded facilities.

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

Note: Pursuant to Education Code 38134, a district is authorized to take the actions specified in the following **optional** paragraph when damage to school facilities or grounds occurs from use by a nonprofit group, organization, club, or association that promotes youth and school activities.

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Note: Education Code 38134 distinguishes the liability and insurance obligations of nonprofit groups, clubs, and associations that promote youth and school activities from those of the district. The district is liable for any injuries resulting from its negligence in the ownership and maintenance of its facilities and grounds and must bear the cost of insuring against these risks and defending itself from related claims.

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall

USE OF SCHOOL FACILITIES (continued)

bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

Note: Pursuant to Education Code 38134, groups that promote youth and school activities cannot be required to sign hold harmless and indemnification agreements agreeing to defend and indemnify the district against liability arising during the group's use of school facilities to the extent that the agreement requires the group to assume liability for the district's negligence. The statute is unclear as to whether the district can require non-youth-related groups to indemnify the district from any and all injuries resulting from the use of the facilities. Districts wishing to create such an agreement should consult legal counsel.

Because hold harmless agreements are only as strong as the groups' credit, districts should generally require proof of insurance in addition to such agreements. When a hold harmless and indemnification agreement appears necessary for any specific school facilities or a specific event, the district's risk manager, insurance carrier, or legal counsel should tailor it to the situation.

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

River Delta Unified School District Board Policy E 1330

APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES

SCHOOL SITE REQUESTED FOR USE _____

ORGANIZATION WISHING TO USE SITE _____

PURPOSE OF MEETING _____

DATE(S) AND TIME(S) DESIRED _____

Facility Desired:

Cafetorium Room Only _____
 Cafetorium with Kitchen _____
 Classroom Number _____
 Multi-Purpose Room _____
 Gymnasium _____
 Playground _____
 Other _____

Expected Attendance:

Will meeting be open to Public?
 _____ Yes _____ No
 Is an Admission Charge or
 Contribution to be made?
 _____ Yes _____ No
 If "yes", proceeds will be used for
 ___ Welfare of Pupils
 ___ Expense of Organization
 ___ Profit
 Will Alcohol be served?
 _____ Yes _____ No

Equipment Needed:

_____ # of Folding Chairs
 _____ # Cafetorium Tables
 _____ # of Benches
 _____ Public Address System
 _____ Other: _____

Kitchen Use:

_____ Warming Foods only
 _____ Meal prepared by:
 _____ District Personnel
 _____ Organization Personnel

Kitchen Equipment Needed:

_____ Dishes
 _____ Silverware
 _____ Coffee Pot
 _____ Utensils

The undersigned, as duly authorized representative for _____, states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

The undersigned further declares that _____, the organization on whose behalf he/she is applying for the use of school property, upholds and defends the Constitutions of the United States and the State of California.

The undersigned further states as a duly authorized representative for and on behalf of the organization, _____, that they and/or organization are responsible for any damages or unnecessary abuse of school property. The organization agrees to abide by and enforce the rules and regulations of the River Delta Unified School District governing the non-school use of buildings, grounds and equipment as printed on the other side hereof.

Name of Representative (Please Print): _____ Title: _____

Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Alternate Contact Name: _____ Home Ph: _____ Wk Ph _____ Cell Ph _____

Date: _____ SIGNATURE: _____

DO NOT WRITE BELOW THIS LINE

Rental Fee: \$ _____ /Hour Custodian Fee \$ _____ /Hour Food Service Worker Fee \$ _____ /Hour Open/Close \$ _____ /Hour

| | | |
|--|--------|--------|
| APPROVALS: | (YES) | (NO) |
| SITE PRINCIPAL/ADMINISTRATOR: _____ | (____) | (____) |
| Necessary custodial services have been obtained | (____) | (____) |
| Necessary food services have been obtained | (____) | (____) |
| DIRECTOR OF FACILITIES: _____ | (____) | (____) |
| CHIEF BUSINESS OFFICER: _____ | (____) | (____) |
| INSURANCE EVIDENCE TO BE FURNISHED: Yes _____ No _____ If Yes, is Ins. Cert. Received: | (____) | (____) |
| River Delta Unified School District must be named as Additional Insured | (____) | (____) |
| HOLD HARMLESS AGREEMENT FURNISHED: | (____) | (____) |
| ABC LICENSE FURNISHED: | (____) | (____) |
| (If not eligible for an ABC License then alcohol is expressly prohibited. See item 20) | | |

OTHER REQUIREMENT(S) TO BE MET: _____

River Delta Unified School District Board Policy

RULES, REGULATIONS AND POLICIES OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT REGARDING USE OF SCHOOL FACILITIES

1. All permits are for specific facilities and hours. It shall be the responsibility of the applicant to see that unauthorized portions of the properties are not used and that the premises are vacated as scheduled.
2. Persons or organizations using any part of the school properties are cautioned to obtain public liability insurance since the District insurance protects only the District.
3. The request for school facilities shall not interfere or conflict with the educational program. The Superintendent, his assistants, or building principals shall be the judge as to whether there is interference with any school function or program.
4. The facilities should be left in the same condition as the applicant found them or the District reserves the right to assess clean-up charges.
5. All juvenile organizations and groups seeking use of school premises shall have adequate adult sponsorship and supervision of all facilities.
6. Smoking shall not be permitted on school property at any time.
7. School property shall not be loaned or taken from the school for non-school affairs.
8. Equipment may be loaned to responsible community groups only for use on the school premises. Exception: Equipment may be taken from school premises if accompanied by an authorized representative of the school district. The borrowing group shall assume full responsibility for the equipment and restore or replace immediately if damaged or lost.
9. Drapes, hangings, curtains, drops, and all decorative materials used within or upon school buildings shall be made of non-flammable materials, or shall be treated and maintained by means of a solution or process approved by the State Fire Marshal. No open fires or flame (candles) shall be permitted.
10. No preparation of any kind shall be used on school floors by groups using the building for dancing.
11. Shoes with cleats or plates will not be permitted in school buildings.
12. No outside agency shall sell, give away, or exhibit material on school property without the permission of the school district.
13. Groups or individuals using school facilities shall not assist the custodian in putting tables and benches in the wall.
14. All functions shall close by 10:30 p.m. unless special permission is secured in advance from the Superintendent or his designee.
15. Meetings held on school property by groups qualifying for use without charge must be non-exclusive and open to the public.
16. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization.
17. No privilege for using the buildings or grounds shall be granted for a period exceeding one (1) year. The privilege is renewable and revocable by the Administration at any time.
18. Rental charge shall be in accordance with the fee schedule and shall be paid in advance. An annual cost analysis will determine the fee schedule.
19. Whenever the rules and regulations have been violated, the Administration may revoke the permit to use the facilities and may refuse to give the organization further permits.
20. Alcohol sales/usage is expressly prohibited unless a daily license from the Department of Alcoholic Beverage Control (ABC-221) has been obtained and allowed specifically by an authorized District designee. The special event will occur at a time when pupils are not on the grounds.
21. No narcotics shall be permitted on school property.
22. Nor profane language, quarreling, fighting, or gambling shall be permitted on school property.
23. The person or group receiving the permit shall be responsible in case of loss or damage that is a result of the meeting or activity.
24. School personnel will have full authority to enforce proper and safe conduct of all persons and activities on school property at all times.
25. Necessary exceptions for groups or situations not covered by these rules and regulations may be made by the Superintendent, if in keeping with the intent of the Board Policies.
26. Violation of these rules and other Board Policies shall be sufficient cause for denying further use of school property and facilities to the person(s) and/or organization(s).

CSBA Sample Board Policy

Community Relations

BP 1400(a)

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS

Note: The following **optional** policy may be revised to reflect district practice. Welfare and Institutions Code 18986-18986.30 encourage the development of a comprehensive and collaborative delivery system of services to children and youth at the local level. For further information about establishing collaborative structures among the leadership of local governments, see the Cities, Counties and Schools Partnership's web site.

The Governing Board recognizes that other local government agencies share its concern and responsibility believes that district efforts to provide a high-quality education for students in the community can be enhanced by collaboration with other government and public agencies that are responsible for the health, safety, and well-being of children and youth. The Board and Superintendent or designee district shall initiate and maintain good working relationships with representatives of these local agencies to maximize student and family access to support services that will help students achieve to their highest potential. in order to help district schools and students make use of the resources which governmental agencies can provide.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5030 - Student Wellness)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.52 - Suicide Prevention)

(cf. 5141.6 - School Health Services)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

[THE REMAINDER OF BP 1400 DELETED AND THE FOLLOWING NEW TEXT ADDED]

Note: In addition to any collaborative efforts that the district may initiate, there are a number of county structures in which district participation is appropriate. For example, if the County Board of Supervisors has established an Interagency Children's Services Coordinating Council pursuant to Welfare and Institutions Code 18986.10-18986.15, that council must include at least one superintendent of a unified school district within the county. In addition, Welfare and Institutions Code 18980-18983.8 provide for the development of a Child Abuse Prevention Coordinating Council within each county and encourage representatives of public and private schools to be included on these councils. Pursuant to Health and Safety Code 130100-130155, counties also have established First 5 County Commissions which work to help children enter school physically and emotionally healthy and ready to succeed.

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

The Board shall initiate or participate in collaborative relationships with city and county elected officials to design and coordinate multi-agency programs that respond to the needs of children and families and provide more efficient use of district and community resources. To further such collaborations, the Board may establish or participate in formal structures for governance teams to regularly meet and discuss issues of mutual concern.

(cf. 0200 - Goals for the School District)
(cf. 9140 - Board Representatives)

The Superintendent and appropriate staff shall cooperate with government and public agencies in the planning and implementation of joint projects or activities within the community. The Superintendent or designee may designate a coordinator to ensure effective implementation of the district's responsibilities in any such collaborative project.

In order to identify priorities for services, the Board shall encourage a periodic assessment of children's needs within the community, which may include, but not be limited to, needs based on poverty, child abuse and neglect, poor physical or mental health, substance abuse, violence, homelessness, placement in foster care, or lack of access to child care. The needs assessment should also examine the extent to which those needs are being met through existing services in the district and in the community, the costs of providing those services, and any gaps, delay, or duplication of services.

The Board shall approve the services to be offered by the district, the resources that will be allocated to support collaboration, any use of school facilities for services, and any development or joint use of facilities with other jurisdictions. All agreements with other agencies to coordinate services or share resources shall be in writing. The Board may establish joint powers agreements or memorandums of understanding, when feasible, to formalize the responsibilities and liabilities of all parties in a collaborative activity.

(cf. 1330 - Use of School Facilities)
(cf. 1330.1 - Joint Use Agreements)
(cf. 3100 - Budget)

The Superintendent or designee shall work with interagency partners to explore funding opportunities available through each agency, state and national grant programs, and/or private foundations for youth service coordination and delivery.

Note: Education Code 49075 authorizes districts to permit access to student records to any person for whom a parent/guardian has provided written consent; see BP/AR 5125 - Student Records.

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

In order to facilitate service delivery or determination of eligibility for services, the district may share information with other appropriate agencies as long as the parent/guardian consents and the information is shared in accordance with laws pertaining to confidentiality and privacy.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5125 - Student Records)

The Board shall receive regular reports of progress toward the identified goals of the collaborative effort. The reports may include, but not be limited to, feedback from staff and families regarding service delivery, numbers of children and families served, specific indicators of conditions of children, and indicators of system efficiency and cost effectiveness.

(cf. 0500 - Accountability)

The Board shall communicate with the community about the district's collaborative efforts and the conditions of children within the schools. The Board may advocate for local, state, and national policies, programs, and initiatives designed to improve the conditions of children and youth.

(cf. 1100 - Communication with the Public)

(cf. 1160 - Political Processes)

(cf. 9000 - Role of the Board)

(cf. 9322 - Agenda/Meeting Materials)

Legal Reference:

EDUCATION CODE

8800-8807 *Healthy Start support services for children*

10900-10914.5 *Cooperative community recreation programs*

49073 *Privacy of student records*

49075 *Parent/guardian permission for release of student records*

49557.2 *Sharing of information for MediCal eligibility*

HEALTH AND SAFETY CODE

120440 *Immunization records; release to local health departments*

130100-130155 *Early childhood development; First 5 Commission*

WELFARE AND INSTITUTIONS CODE

5850-5883 *Mental Health Services Act*

18961.5 *Computerized database; families at risk for child abuse; sharing of information*

18980-18983.8 *Child Abuse Prevention Coordinating Council*

18986-18986.30 *Interagency Children's Services Act*

18986.40-18986.46 *Multidisciplinary services teams*

18986.50-18986.53 *Integrated day care program*

18987.6-18987.62 *Family-based services*

Management Resources: (see next page)

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

Management Resources:

CSBA PUBLICATIONS

Expanding Access to High Quality Preschool Programs: A Resource Guide for School Leaders, rev. April 2008

Educating Foster Youth: Best Practices and Board Considerations, Policy Brief, March 2008

Mental Health Services Act (Proposition 63): Collaborative Opportunity to Address Mental Health, Policy Advisory, October 2007

Maximizing School Board Governance: Community Leadership, 1996

CHILDREN NOW PUBLICATIONS

California Report Card: The State of the State's Children, 2008

CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS

Healthy Children, Healthy Communities: An Action Guide for California Communities, 2006

Stretching Community Dollars: Cities, Counties and School Districts Building for the Future, 2006

YOUTH LAW CENTER PUBLICATIONS

Model Form for Consent to Exchange Confidential Information among the Members of an Interagency Collaborative, 1995

WEB SITES

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

California Department of Education, Learning Support: <http://www.cde.ca.gov/ls>

California Department of Public Health: <http://www.cdph.ca.gov>

California Department of Social Services: <http://www.dss.cahwnet.gov>

California State Association of Counties: <http://www.csac.counties.org>

Children Now: <http://www.childrennow.org>

Cities, Counties and Schools Partnership: <http://www.ccspartnership.org>

First 5 California: <http://www.ccfc.ca.gov>

League of California Cities: <http://www.cacities.org>

Youth Law Center: <http://www.ylc.org>

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CSBA Sample Board Policy

Administration

BP 2210(a)

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY

Note: The following **optional** policy may be revised to reflect district practice. ~~Education Code 42605, which granted districts flexibility to use funds received for "Tier 3" categorical programs for any "education purpose," has been repealed by AB 97 (Ch. 47, Statutes of 2013). Pursuant to AB 97, funding for many of the categorical programs affected has been redirected into the new local control funding formula (LCFF) and districts must instead develop a local control and accountability plan (LCAP) that identifies the goals and specific actions the district will take to improve the achievement of all students. For more information about LCFF and its impact on district policies, see CSBA's policy brief [Impact of Local Control Funding Formula on Board Policies](#). For specific requirements related to the LCAP, see BP/AR 0460 – Local Control and Accountability Plan.~~

The Governing Board desires to be proactive in communicating its philosophy, priorities, and expectations for the district; clarifying the roles and responsibilities of the Board, Superintendent, and other senior administrators; and setting direction for the district through written policies. However, the Board recognizes that, in the course of operating district schools or implementing district programs, situations may arise which may not be addressed in written policies. **In such situations, or when immediate action is necessary to avoid any risk to the safety or security of students, staff, or district property or to prevent disruption of school operations, the Superintendent or designee shall have the authority to act on behalf of the district in a manner that is consistent with law and Board policies.**

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 2110 - Superintendent Responsibilities and Duties)
(cf. 2121 - Superintendent's Contract)
(cf. 3516.5 - Emergency Schedules)
(cf. 9000 - Role of the Board)
(cf. 9310 - Board Policies)

~~In any situation in which immediate action is needed to avoid any risk to the safety or security of district students, staff, or property or disruption to student learning, the Superintendent or designee shall have the authority to act on behalf of the district.~~

As necessary, the Superintendent or designee shall consult with other district staff, including the legal counsel and/or the chief business official, regarding the exercise of this authority.

~~*(cf. 0450 - Comprehensive Safety Plan)*~~
~~*(cf. 3516.5 - Emergency Schedules)*~~

Any exercise of administrative authority shall be nondiscriminatory and demonstrate the district's commitment to equity in district programs and activities.

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY (continued)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)

The Superintendent shall be accountable to the Board for all areas of operation under his/her authority. As appropriate, tThe Superintendent or designee shall notify the Board as soon as practicable after he/she exercises **this the** authority **granted under this policy.** The Board president and the Superintendent shall schedule a review of the action at the next regular Board meeting. If the action indicates the need for additions or revisions to Board policies, the Superintendent or designee shall make the necessary recommendations to the Board.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

Legal Reference:

EDUCATION CODE

35010 Control of district, prescription and enforcement of rules
35035 Powers and duties of superintendent
35160 Authority of governing boards
35161 Powers and duties; authority to delegate
35163 Official actions, minutes and journal

Management Resources:

CSBA PUBLICATIONS

Impact of Local Control Funding Formula on Board Policies, Policy Brief, November 2013

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3312.2(a)

EDUCATIONAL TRAVEL PROGRAM CONTRACTS

Note: **The following policy is optional and may be revised to reflect district practice.** The following ~~optional~~ policy and regulation reflect Business and Professions Code 17552-17556.5, as added by SB 142 (Ch. 772, Statutes of 1995). SB 142 requires a travel company that conducts K-12 educational field trips to enter into a contract containing specific disclosures.

The Governing Board believes that field trips and other travel opportunities **for students** are a valuable tool in supporting classroom instruction and **promoting enrich** students' **awareness of learning about** places, **cultures**, and events. ~~In contracting with organizations to provide~~ **The district may contract with a qualified person, partnership, corporation, or other entity for** educational travel services. ~~the Board desires to ensure quality educational experience and while protecting the health, safety, and welfare of each student traveler.~~ **Any such contract shall be submitted to the Board for approval and/or ratification.**

(cf. 3312 - Contracts)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 6153 - School-Sponsored Trips)

~~The Superintendent or designee shall contract only with educational travel organizations which adhere to state law and exhibit safe and reputable business practices.~~

(cf. 3312 - Contracts)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 6153 - School-Sponsored Trips)

The Superintendent or designee shall establish procedures for selecting the highest quality vendor, taking into account **safeguards for** student safety, quality of the **educational** program, and fiscal integrity.

The Superintendent or designee shall ensure that each ~~written contract with an educational travel organization~~ **is in writing and** includes all of the following: (Business and Professions Code 17554)

1. The travel organization's name, trade or business name, business address, business telephone number, and a 24-hour emergency contact **telephone number, pager, voice mail, or other method of 24-hour communication**
2. ~~An itemized statement which shall include, but not be limited to:~~ **A detailed description of:**
 - a. **Services to be provided as part of the program**

EDUCATIONAL TRAVEL PROGRAM CONTRACTS (continued)

- b. Agreed cost for the services
 - c. ~~A statement as to w~~Whether or not the educational travel organization maintains insurance that supplies coverage in the event of injury to any student traveler, including the type and amount of coverage, the policy number and issuer, and the name, **address**, and telephone number of the person or organization ~~which is able to verify coverage~~
 - d. Any additional costs to students
 - e. ~~The qualifications, if any, for~~ **Any** experience and/or training ~~that are required~~ **requirements** to be met by the educational travel organization's staff who ~~shall~~ **will** accompany students on the educational travel program
3. ~~A written description of the~~ **The** educational program being contracted for, including a copy of all materials to be provided to students
 4. The number of times the educational travel program or a substantially similar educational travel program ~~proposed by the contract~~ has been conducted by the organization and the number of students who completed the program
 5. The length of time the organization has either been arranging or conducting educational travel **programs**, and, at the option of the organization, other travel services with substantially similar components
 6. The name of each owner, **officer, general partner, or sole proprietor** ~~and principal~~ of the organization
 7. ~~A statement as to w~~Whether any owner or principal of the organization has had **any judgment** entered against him/ ~~or~~ her, any judgment, including a stipulated judgment, ~~order~~, made a plea of nolo contendere, or been convicted of any criminal violation in connection with the sale of any travel services for a period of 10 years predating the contract

~~The Superintendent or designee shall establish procedures for selecting the highest quality vendor, taking into account student safety, quality of the program and fiscal integrity.~~

EDUCATIONAL TRAVEL PROGRAM CONTRACTS (continued)

Legal Reference:

EDUCATION CODE

35160 Authority of boards

35160.1 Broad authority of school districts

BUSINESS AND PROFESSIONS CODE

17540 Travel promoters

~~17550-17550.9 Sellers of travel~~

17550.9 Definition of travel services

17552-17556.5 Educational travel organizations

DRAFT

UNMANNED AIRCRAFT SYSTEMS (DRONES)

The Governing Board recognizes that unmanned aircraft or aerial systems (drones) may be a useful tool to enhance the instructional program and assist with district operations. In order to avoid disruption and maintain the safety, security, and privacy of students, staff, and visitors, any person or entity desiring to use a drone on or over district property shall submit a written request for permission to the Superintendent or designee.

(cf. 1330 - Use of School Facilities)

(cf. 1330.1 - Joint Use Agreements)

(cf. 5142 - Safety)

A small *unmanned aircraft system* or drone is an aircraft weighing less than 55 pounds that is operated remotely without the possibility of direct human intervention from within or on the aircraft and the associated elements, including communication links and controls, required for the pilot to operate the aircraft safely and efficiently. It does not include model aircraft or rockets such as those which are radio controlled and used only for hobby or recreational purposes. (49 USC 40101 Note; 14 CFR 107.3)

The Superintendent or designee may grant permission to district employees and students for the use of drones only if the planned activity supports instructional, co-curricular, extracurricular, athletic, or operational purposes. Such uses may include, but are not limited to, instruction in science, technology, engineering, and math (STEM), the arts, or other subjects; maintenance of grounds and facilities; and campus security. When used for instructional purposes, there shall be a clear and articulable connection between drone technology and the course curriculum. Students shall only operate a drone on or over district property under the supervision of a district employee as part of an authorized activity.

The Superintendent or designee may grant permission to other persons or entities under terms and conditions to be specified in a memorandum of understanding.

Any person or entity requesting to operate a drone on or over district property, including a district employee, shall provide a description of the type of operation requested, flight location, date and time of the planned flight, anticipated duration, and whether photos and/or video will be taken. As applicable, the applicant shall also present a copy of his/her Certificate of Waiver or Authorization or exemption issued by the Federal Aviation Administration.

Any person or entity, other than a district employee or student, who is requesting or operating a drone on or over district property shall agree to hold the district harmless from any claims of harm to individuals or property resulting from the operation of the drone and provide proof of adequate liability insurance covering such use.

(cf. 3530 - Risk Management/Insurance)

UNMANNED AIRCRAFT SYSTEMS (DRONES) (continued)

In determining whether to grant permission for the requested use of a drone, the Superintendent or designee shall consider the intended purpose of the activity and its potential impact on safety, security, and privacy. The decision of the Superintendent or designee shall be final.

Any person authorized to use a drone on district property shall sign an acknowledgment that he/she understands and will comply with the terms and conditions of the district's policy, federal law and regulations, state law, and any local ordinances related to the use of drones.

When any use of drones is authorized, the Superintendent or designee shall notify the drone operator of the following conditions:

1. The operator is responsible for complying with applicable federal, state, and/or local laws and regulations, including federal safety regulations pursuant to 14 CFR 107.15-107.51 which include, but are not limited to, requirements that the drone not be flown at night, above 400 feet in altitude, or over any people unless they are in a covered structure or stationary vehicle. The operator shall maintain the visual line of sight with the drone at all times.
2. The drone shall be kept away from any area reasonably considered private, including, but not limited to, restrooms, locker rooms, and individual homes.
3. The district reserves the right to rescind the authorization for use of drones at any time.

The Superintendent or designee may remove any person engaged in unauthorized drone use on district property and/or may confiscate the drone. He/she may also shut down the operation of any authorized drone use whenever the operator fails to comply with the terms of the authorization or the use interferes with district activity, creates electronic interference, or poses unacceptable risks to individuals or property.

(cf. 3515.2 - Disruptions)

Any student or staff member violating this policy shall be subject to disciplinary action in accordance with district policies and procedures.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Legal Reference: (see next page)

UNMANNED AIRCRAFT SYSTEMS (DRONES) (continued)

Legal Reference:

UNITED STATES CODE, TITLE 49

40101 Note Unmanned aircraft systems

CODE OF FEDERAL REGULATIONS, TITLE 14

107.1-107.205 Small unmanned aircraft systems, especially:

107.12 Requirement for a remote pilot certificate with a small UAS rating

107.15-107.51 Operating rules; safety

107.53-107.79 Remote pilot certification

Management Resources:

FEDERAL AVIATION ADMINISTRATION PUBLICATIONS

Educational Use of Unmanned Aircraft Systems (UAS), Memorandum, May 4, 2016

WEB SITES

Federal Aviation Administration: <https://www.faa.gov/uas>

CSBA Sample Board Policy

All Personnel

BP 4140(a)

4240

BARGAINING UNITS

4340

Note: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of the employees in an appropriate unit wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which members of the unit are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the unit, (2) another employee organization files a challenge to the appropriateness of the unit or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

Pursuant to Government Code 3540.1, the definition of "exclusive representative" includes representation of "all public school employees" other than management and confidential employees, as defined. ~~Thus, employees such as noon time aides who are neither certificated nor classified employees may be represented.~~

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 9000 - Role of the Board)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Note: ~~Government Code 3550, as added by SB 285 (Ch. 567, Statutes of 2017), prohibits a district from deterring or discouraging employees from becoming or remaining members of an employee organization.~~

~~The district shall not deter or discourage employees from becoming or remaining members of an employee organization, impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)~~

BARGAINING UNITS (continued)

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.
2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4301 - Administrative Staff Organization)

(cf. 4312.1 - Contracts)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

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| Note: Pursuant to Government Code 3543.4, management and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization. The Public Employment Relations Board ultimately determines, based upon the duties of the position, which positions qualify as "management" or "confidential" and thus are excluded from bargaining. |
|--|

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. When represented by an employee organization, that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.

BARGAINING UNITS (continued)

2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Membership

Note: Government Code 3550, as added by SB 285 (Ch. 567, Statutes of 2017), prohibits a district from deterring or discouraging employees from becoming or remaining members of an employee organization. Government Code 3550, as amended by SB 866 (Ch. 53, Statutes of 2018), prohibits a district from deterring or discouraging employees or job applicants from authorizing representation by or making dues deductions to an employee organization.

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Note: The following paragraph is optional. Government Code 3553, as added by SB 866 (Ch. 53, Statutes of 2018), establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of the membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain

BARGAINING UNITS (continued)

from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to Employee Orientations and Contact Information

~~Note: Pursuant to Government Code 3556, as added by AB 119 (Ch. 21, Statutes of 2017), districts are required to provide recognized employee organizations access to new employee orientations, as defined, and to give at least 10 days' notice in advance of any such orientation. However, shorter notice may be provided if an unforeseeable urgency critical to the district's operations prevents giving the required 10 days' notice.~~

~~Government Code 3556 and 3557, as added by AB 119, require that the structure, time, and manner of access to new employee orientations be determined by mutual agreement of the district and employee organization. If the parties fail to reach an agreement regarding the new employee orientation, the negotiations become subject to compulsory interest arbitration. Although districts are required to negotiate how access is provided to employees, they are not required to negotiate the manner in which onboarding is conducted.~~

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

BARGAINING UNITS (continued)

Note: SB 866 (Ch. 53, Statutes of 2018) amended Government Code 3556 to add the following requirement.

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Note: Pursuant to Government Code 3558, **as added by AB 119 (Ch. 21, Statutes of 2017)**, districts are required to provide recognized employee organizations with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code 6254.3, which authorizes disclosure of an employee's home address, home telephone number(s), and personal cell phone number to an employee organization unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 6254.3, **as amended by AB 119**, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.

In County of Los Angeles v. Service Employees International Union, Local 721, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information **on in regard to** all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor shall he/she disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone

BARGAINING UNITS (continued)

numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

(cf. 1340 - Access to District Records)

Payment of Dues or Service Fee—Membership Dues or Service Fee— or Other Payments to an Employee Organization

Note: Pursuant to Government Code 3546, all employees in a classification represented by an employee organization are required to pay a fee to the employee organization to cover the costs of negotiations, contract administration, and other activities that are germane to its function as the exclusive bargaining representative (i.e., "agency fee" arrangements, which require employees to either join the union or pay a "fair share service fee"). However, the constitutionality of agency fee statutes such as Government Code 3546 is a legal issue currently before the U.S. Supreme Court in Janus v. American Federation of State, County, and Municipal Employees. Bargaining unit employees who choose to join the employee organization pay membership dues, which are deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in Janus v. American Federation of State, County, and Municipal Employees, bargaining unit employees who choose not to join an employee organization may no longer be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, as amended by SB 866 (Ch. 53, Statutes of 2018), an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to him/her by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, as required by Janus v. AFSCME.

As provided in the following section, Education Code 45060 and 45068, as amended by SB 866 (Ch. 53, Statutes of 2018), set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

Specifically, Education Code 45060 and 45168, as amended, provide that the employee organization will handle and process employee written authorizations if it certifies that it has and will maintain individual employee authorizations. When such certification is provided to the district, the employee organization is not required to submit a copy of the written authorization in order for the payroll deductions to be effective, unless there is a dispute about the existence or terms of the written authorization. The employee organization is required to indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization.

When an employee organization declines to provide such certification pursuant to Education Code 45060 and 45168, then the district should request a copy of the employee written authorization before making the payroll deductions. Education Code 45060 and 45168 require that the district honor the terms of the employee's written authorization for payroll deductions, which thus requires the district to first see a copy of such authorization in order to honor its terms.

BARGAINING UNITS (continued)

Pursuant to Education Code 45060 and 45168, as amended, employee requests to cancel or change authorization for payroll deductions must be directed to the employee organization rather than the district.

Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization. When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168; Government Code 3546)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

BARGAINING UNITS (continued)

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, such an employee may be required to pay an amount equal to the service fee to a designated charitable fund. (Government Code 3546.3)

Each employee organization shall, within 60 days after the end of its fiscal year, provide the Board and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employee organization fails to provide the financial report, the Board may issue an order compelling the organization to provide the financial report or any employee within the organization may petition the Board for such an order. (Government Code 3546.5)

(cf. 3460 *Financial Reports and Accountability*)

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definition of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

3550-3552 Prohibition on public employers deterring or discouraging union membership

3555-3559 Public employee communication, information and orientation

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

BARGAINING UNITS (continued)

Legal Reference: (continued)

COURT DECISIONS

Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448

Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083

County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905

Management Resources:

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

(11/11 10/17) 7/18

Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

All Personnel

AR 4157.2(a)

4257.2

ERGONOMICS

4357.2

Note: ~~Labor Code 6357 and 8 CCR 5110~~ establishes standards for workplace ergonomics designed to minimize the instances of injury from repetitive motion injuries (RMIs) caused by a repetitive job, process, or operation of identical work activity. The district may expand its ergonomics program to address injuries that may be caused by other factors in the workplace, such as ongoing exertion or strain or awkward posture. For further information regarding risk factors for RMIs and other workplace injuries and possible solutions, see the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) fact sheet Ergonomic Hazards. Pursuant to 8 CCR 5110, any employer with 10 or more employees must establish and implement an ergonomics program if, after July 3, 1997, the district has received reports from two or more employees of repetitive motion injuries (RMIs), caused by a repetitive job, process, or operation of identical work activity. It is recommended that any district with 10 or more employees track reports of RMIs to determine when to begin the program and to implement this regulation. Pursuant to the California Division of Occupational Safety and Health, examples of According to Cal/OSHA, RMIs may include injuries and diseases such as bursitis, ligamentous or muscular sprains or strains, neck-tension syndrome, nerve entrapment (e.g., carpal tunnel syndrome), tendon-related disorders, and hand-arm vibration syndrome.

~~8 CCR 5110 does not specify whether the two or more reported RMIs must be received from employees at the same workplace. However, it appears that this regulation does not apply to exposures outside of work, at another employer's workplace or at a geographically separate workplace of the employer. Thus, it could be argued that since each school is a geographically separate work site, complaints must be received from two or more employees of RMIs caused by a identical work activity at the same site before the district is required to implement this regulation. Since the law in this area is unclear, legal counsel should be consulted.~~

~~8 CCR 5110 does not specifically require the program to be in writing. However, Labor Code 6401.7 and 8 CCR 3203 require that the Injury and Illness Prevention Program be in writing and cover all workplace hazards, so it would appear that a district's ergonomics program would have to be in writing or it would violate Injury and Illness Prevention Program requirements; see BP 4157/4257/4357. The ergonomics program can be separate from or a part of the Injury and Illness Prevention Program.~~

The Superintendent or designee shall implement an ergonomics program to identify risk factors in the work environment that may result in injuries or illnesses to employees and shall design measures to mitigate such risk factors. The program shall include a study of body movements and positions used during work, the tools and equipment used, the physical environment (such as temperature, noise, and lighting), and the organizational environment (such as deadlines, teamwork, and supervision) in order to identify potential causes of stress on the body over time, such as exertion or strain, awkward or sustained posture, or repeated motions.

Note: The following paragraph requires employees to notify their supervisor if they are experiencing symptoms of an ergonomic injury. Pursuant to Labor Code 5401, whenever the Superintendent or designee receives notice or knowledge of a work-related injury, he/she must provide, personally or by first class mail, a claim form and information to the employee regarding the employee's potential eligibility for workers' compensation benefits to cover missed work time and/or medical costs. See AR 4157.1/4257.1/4357.1 - Work-Related Injuries.

ERGONOMICS (continued)

An employee who experiences pain, numbness, stiffness, swelling, tingling, weakness, or other symptom(s) of a repetitive motion injury (RMI) or other musculoskeletal disorder that may be caused or aggravated by workplace conditions shall report the problem to his/her supervisor.

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

~~To minimize employee's risk of repetitive motion injuries (RMIs), the Superintendent or designee shall implement an ergonomics program whenever two or more RMIs from an identical work activity have been reported by district employees within a 12-month period beginning July 3, 1997. In addition, all reported injuries must satisfy all of the following conditions: (8 CCR 5110)~~

When an RMI which is objectively identified and diagnosed by a licensed physician to be a musculoskeletal injury has been reported by two or more district employees within a 12-month period, and is determined to be predominantly caused by a repetitive job, process, or operation of an identical work activity, the Superintendent or designee shall: (8 CCR 5110)

~~Note: This 12-month provision appears to be a rolling 12-month reporting period. Each time an employee is diagnosed with a legitimate RMI, the district must track employee reports for a period of 12 months to see if another legitimate RMI to another employee is reported.~~

- ~~1. The RMIs were predominantly caused (i.e., 50 percent or more) by a repetitive job, process or operation.~~
- ~~2. The employees incurring the RMIs were performing a job process or operation of identical work activity. Identical work activity means that the employees were performing the same repetitive motion task, such as similar word processing, assembly or loading tasks.~~
- ~~3. The RMIs were musculoskeletal injuries that a licensed physician objectively identified and diagnosed.~~

~~Note: Pursuant to the California Division of Occupational Safety and Health, examples of RMIs may include bursitis, ligamentous or muscular sprains or strains, neck tension syndrome, nerve entrapment (e.g., carpal tunnel syndrome), tendon-related disorders and hand-arm vibration syndrome.~~

~~The Superintendent or designee shall ensure that the ergonomics program be designed to minimize RMIs in accordance with law. The program shall be composed of the following components: (8 CCR 5110)~~

ERGONOMICS (continued)

1. **Worksite evaluation**

Evaluate each job, process, or operation of identical work activity **at the worksite**, or a representative number of such jobs, processes, or operations of identical **work** activities, ~~shall be evaluated~~ for exposures which have caused RMIs;

2. **Control of exposures which have caused RMIs**

Correct in a timely manner, or minimize to the extent feasible if correction is not possible, any exposures that have caused RMIs, ~~shall, in a timely manner, be corrected or, if not capable of being corrected, be minimized to the extent feasible.~~ **The district shall consider taking into consideration** engineering controls, such as work station redesign, adjustable fixtures, or tool redesign, and administrative controls such as job **station rotation**, work pacing, or work breaks;

3. **Training**

~~Employees shall be provided~~ **Provide staff** training that includes an explanation of:

- a. The district's **ergonomics** program
- b. The exposures that have been associated with RMIs
- c. The symptoms and consequences of injuries caused by repetitive motion
- d. The importance of reporting symptoms and injuries to the **employer district**
- e. Methods used by the district to minimize RMIs

~~Note: Pursuant to 8 CCR 5110 the above measures shall satisfy the district's legal obligations, unless it is shown that the district knew of but did not use a measure which was substantially certain to greatly reduce such injuries and would not impose unreasonable additional costs.~~

~~Note: 8 CCR 5110 does not specifically require the program to be in writing. However, Labor Code 6401.7 and 8 CCR 3203 require that the Injury and Illness Prevention Program be in writing and cover all workplace hazards, so it would appear that a district's ergonomics program would have to be in writing or it would violate Injury and Illness Prevention Program requirements; see BP 4157/4257/4357. **The following optional paragraph may be revised to reflect district practice.** The ergonomics program ~~can~~ may be separate from or a part of the injury and illness prevention program **developed pursuant to Labor Code 6401.7 and 8 CCR 3203; see AR 4157/4257/4357 - Employee Safety. Pursuant to Labor Code 6401.7, the injury and illness prevention program must include, among other components, procedures for investigating occupational injury or illness and correcting unsafe or unhealthy conditions, work practices, and work procedures.**~~

ERGONOMICS (continued)

Legal Reference:

EDUCATION CODE

44984 *Industrial accident and illness leaves, certificated employees*

45192 *Industrial accident and illness leaves, classified employees*

GOVERNMENT CODE

21153 *Employer not to separate for disability members eligible to retire*

LABOR CODE

142.3 *Adoption, amendment or repeal of standards and orders*

3200-4855 *Workers' compensation, especially:*

3550-3553 *Employee **N**otice*

3600-3605 *Conditions of liability*

3760 *Report of injury to insurer*

4600 *Provision of medical and hospital treatment by employer*

4906 *Disclosures and statements*

5400-5404 *Notice of injury or death*

6303 *Place of employment; employment*

6305 *Occupational safety and health standards; special orders*

6310 *Retaliation for filing complaint prohibited*

6357 *Standards for workplace ergonomics*

6401.7 *Injury prevention programs*

6409.1 *Reports*

CODE OF REGULATIONS, TITLE 8

3203 *Injury and Illness Prevention Program*

5110 *Repetitive motion injuries*

Management Resources:

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH PUBLICATIONS

Ergonomic Hazards, Fact Sheet H

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. May 2011

WEB SITES

California Department of Industrial Relations, Division of Occupational Safety and Health:

<http://www.dir.ca.gov/dosh>

CSBA Sample Board Policy

Certificated Personnel

BP 4161.3(a)

PROFESSIONAL LEAVES

Note: The following **optional regulation is policy may be** subject to collective bargaining agreements.

The Governing Board recognizes that a broad range of experiences can strengthen an employee's ability to meet the educational needs of the district's students.

The **Governing** Board may grant a **professional** leave of absence **of for** up to one year to certificated employees for the purpose of permitting study or travel which will benefit the schools and students of the district. **No more than one such leave of absence may shall be granted to an employee in a each seven-year period.** (Education Code 44966, **44967**)

(cf. 4131 - Staff Development)

(cf. 4161/4261/4361 - Leaves)

Note: **Education Code 44967 requires that an employee serve in the district for at least seven consecutive years preceding the granting of the leave to be eligible for professional leave.** Education Code 44967 authorizes the Board to prescribe additional standards of service **which shall entitle for granting** the employee to the leave of absence. **If the Board has established additional criteria, these should be listed here.** **The following paragraph may be modified to reflect district practice.**

To be eligible for a **professional** leave of absence for these purposes, **the an** employee must have served in the district for at least seven consecutive years preceding the **granting of the leave.** **No more than one such leave of absence shall be granted in each seven-year period.** **No other types of leaves shall be considered a break in service for purposes of meeting this requirement and the period of such absence shall not be included as service in computing the seven consecutive years of service required for a professional leave.** **For this purpose, any prior professional leave taken by an employee shall be deemed a break in the employee's service.** **No other type of leave authorized by the Board, and no service by the employee for one year or less under a national recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing, shall be deemed a break in the employee's service.** (Education Code 44967)

Note: **Education Code 44967 authorizes the Board to prescribe additional standards of service which shall entitle the employee to the leave of absence.** **If the Board has established additional criteria, these should be listed here**

Rather than granting a professional leave for a continuous one-year period, **t**The Board may require that **such leaves of absence the leave** be taken in separate six-month periods or separate quarters, **provided that as long as** the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for a subsequent leave of absence. (Education Code 44966)

PROFESSIONAL LEAVES (continued)

As a condition ~~to~~ **of** being granted ~~such a~~ **professional** leave, the employee shall agree in writing to render service in the district following his/her return for a period equal to twice the period of the leave. (Education Code 44969)

~~Every employee granted a leave of absence for these purposes may be required to perform such services during the leave as the Board and employee agree upon in writing. The Board and employee may agree in writing to have the employee perform services for the district during the professional leave.~~ (Education Code 44968)

~~Compensation during the leave shall be paid in the manner authorized by Education Code 44969 and 44970.~~

Unless the employee agrees in writing with the Board not to receive compensation during the leave, the employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall **not** be ~~not~~ less than the difference between the employee's salary and the salary of a substitute employee **in the position which the employee held prior to the granting of the leave**. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 44968, 44968.5)

~~Compensation during the leave shall be paid in the manner authorized by Education Code 44969 and 44970.~~

~~As a condition to being granted leave, the employee shall agree in writing to render service in the district following his/her return for a period equal to twice the period of the leave. (Education Code 44969)~~

At the end of the **professional** leave, the employee shall be reinstated in the position he/she held when the leave was granted, **unless otherwise agreed upon by the employee**. (Education Code 44973)

Legal Reference:

EDUCATION CODE

44966-44973~~6~~ Leaves of absence for study or travel

CSBA Sample Board Policy

Classified Personnel

BP 4261.3(a)

PROFESSIONAL LEAVES

Note: ~~In districts operating under the merit system, leaves of absence for classified staff pursuant to Education Code 45380-45387 are subject to rules established by the personnel commission. The following optional regulation is subject to collective bargaining agreements. The following optional policy is for use by districts that offer classified employees a leave of absence for purposes of study or retraining, as authorized by Education Code 45380-45387. The policy may be subject to collective bargaining agreements and, in merit system districts, to personnel commission rules.~~

The Governing Board recognizes that a broad range of experiences can strengthen an employee's ability to meet the district's needs.

The **Governing** Board may grant a **professional** leave of absence ~~for~~ **of** up to one year to classified employees for the purpose of permitting study or retraining the employee to meet changing conditions within the district. No more than one such leave of absence **may shall** be granted **to an employee in a each seven-year period for purposes of study** or three-year period **for purposes of retraining.** (Education Code 45381, 45382)

(cf. 4161/4261/4361 - Leaves)
(cf. 4231 - Staff Development)

Note: **Education Code 45382 requires that an employee serve in the district a specified period of time to be eligible for professional leave.** Education Code 45382 authorizes the **Governing** Board and/or the personnel commission in merit system districts to prescribe additional standards of service which shall entitle the employee to the leave of absence. ~~If additional criteria have been established, the following paragraph may be modified to reflect district practice these should be listed here.~~

To be eligible for a leave for study purposes, the employee must have served in the district for at least seven consecutive years preceding **the granting of** the leave, ~~unless~~ **If** the leave is for purposes of retraining, ~~in which case~~ the employee must have served in the district for at least three consecutive years **preceding the granting of the leave.** ~~See~~ **Any professional leave of absence granted by the Board shall not be deemed a break in service. However, except if** it will not be included as service in computing service for the granting of any subsequent professional leave. (Education Code 45382)

~~No more than one such leave of absence shall be granted in each seven or three year period. (Education Code 45382)~~

Note: ~~Education Code 45382 authorizes the Board and/or the personnel commission in merit system districts to prescribe additional standards of service which shall entitle the employee to the leave of absence. If additional criteria have been established, these should be listed here.~~

PROFESSIONAL LEAVES (continued)

Rather than granting a professional leave for a continuous one-year period, ~~The Board may require that such leaves of absence~~ **the leave** be taken in separate six-month periods or in any other appropriate periods, **provided that as long as** the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for qualifying for a subsequent leave of absence. (Education Code 45381)

~~Every employee granted a leave of absence for these purposes may be required to perform such services during the leave as the Board and employee may agree upon in writing.~~ **The Board and employee may agree in writing to have the employee perform services for the district during the professional leave.** (Education Code 45383)

The employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall **be not be** less than the difference between the employee's salary and the salary of a substitute employee **in the position which the employee held prior to the granting of the leave.** In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 45383)

Compensation during the leave shall be paid in the manner authorized by Education Code 45384.

The Board may grant reimbursement of the costs, including tuition fees, to any **permanent** classified employee who satisfactorily completes approved training to improve his/her job knowledge, ability, or skill, **as long as the employee is not eligible for reimbursement by another governmental agency, organization, or association.** Programs eligible for reimbursement include, but are not limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings, and other training programs **that are** designed to upgrade the classified service and encourage the retraining of employees who may otherwise be subject to layoff as the result of technological changes. (Education Code 45387)

*Legal Reference:***EDUCATION CODE****45220-45320 Merit system***45380-45387 Leaves of absence for study or retraining, classified personnel*

(10/98) 7/18

CSBA Sample Board Policy

Students

BP 5112.5(a)

OPEN/CLOSED CAMPUS

Note: Education Code 44808.5 grants the **Governing** Board the authority to allow high school students to leave the school campus during lunch. **Neither** ~~the district,~~ **nor** its employees **or** ~~and~~ officers are ~~not~~ liable for the **conduct** or safety ~~and conduct~~ of students who leave ~~under this policy~~ **school grounds pursuant to Education Code 44808.5.** Districts that maintain high schools may select **Option 1 (open campus)** or **Option 2 (closed campus)** below. Districts that do not maintain high schools may ~~delete this policy or select Option 2.~~ **The open campus option does not apply to K-8 school districts.**

OPTION 1: Open Campus

In order to give students an opportunity to demonstrate responsibility, **independent judgment,** and positive citizenship, the Governing Board establishes an open campus at all district high schools in which students shall have the privilege of leaving campus during lunch.

Note: The following optional paragraph is for use by districts that choose to impose conditions on the privilege to leave campus during lunch (e.g., based on academic achievement, attendance, and/or grade level) and may be revised to reflect specific district criteria, the process for determining eligibility, and/or the person responsible for enforcement.

The principal or designee shall ensure that students granted this privilege meet any eligibility requirements established by the district.

The district shall send written notification to parents/guardians about the open campus policy at the beginning of the school year along with the parental notification required by Education Code 48980. Such notification shall include the language prescribed by Education Code 44808.5.

(cf. 5145.6 – Parental Notifications)

The privilege of open campus may be revoked from individual students for disciplinary reasons.

(cf. 5144 – Discipline)

Students shall not leave **the** school grounds at any other time during the school day without **written express** permission of **their parents/guardians and** school authorities. Students who leave school or who fail to return following lunch without authorization shall be **considered to have an unexcused absence and be** classified truant and **subject to disciplinary action.**

(cf. 5112.1 – Exemptions from Attendance)

(cf. 5113 – Absences and Excuses)

(cf. 5113.1 – Chronic Absence and Truancy)

(cf. 5113.11 – Attendance Supervision)

OPEN/CLOSED CAMPUS (continued)

OPTION 2: Closed Campus

~~Note: The following language is for districts wishing to establish a closed campus.~~

In order to keep students in a supervised, safe, and orderly environment, the Governing Board establishes a closed campus at all district schools.

Students shall not leave the school grounds at any time during the school day without written express permission of their parents/guardians and school authorities. Students who leave school without authorization shall be considered to have an unexcused absence and be classified truant and subject to disciplinary action.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.11 - Attendance Supervision)

(cf. 5113.12 - District School Attendance Review Board)

Student handbooks shall fully explain all rules and disciplinary procedures involved in the maintenance of the closed campus.

(cf. 5144 - Discipline)

OPTION 3: Senior Open Campus

~~Note: The following optional paragraph is for districts that choose to establish a closed campus, but issues lunch passes to seniors who meet certain eligibility criteria.~~

~~The Governing Board establishes a closed campus at all district schools, however seniors who meet eligibility requirements may use lunch passes to leave campus during the lunch hour. The Board views this program as a way to improve and reward student academic achievement and attendance. Eligibility requirements are based upon academic performance and attendance standards. The open campus privilege may be revoked for seniors who do not meet the eligibility standards.~~

~~Students shall not leave the school grounds at any other time during the school day without~~

OPEN/CLOSED CAMPUS (continued)

~~written permission of their parents/guardians and school authorities. Students who leave school or who fail to return following lunch without authorization shall be classified truant and subject to disciplinary action.~~

Legal Reference:

EDUCATION CODE

35160 Authority of the **B**oard

35160.1 Broad authority of school district

44808.5 Permission for ~~pupils~~ **students** to leave school grounds; notice

48980 Annual notification to parents/guardians

DRAFT

CSBA Sample Administrative Regulation

Students

AR 5141.32(a)

HEALTH SCREENING FOR SCHOOL ENTRY

Note: The following **optional** regulation is for use by districts that offer grades K-1.

Comprehensive Health Screening for Grades K-1

Note: Health and Safety Code 124085 requires students to have a comprehensive health screening within 18 months prior to entry into first grade or within 90 days thereafter, as provided below. At their discretion, districts may revise the following paragraph to require proof of the health screening before the student is admitted to school (kindergarten or grade 1), as recommended by the Child Health and Disability Prevention (CHDP) office of the California Department of Health Care Services (DHCS) in its CHDP School Handbook: School Entry Health Examination Requirements.

Pursuant to Health and Safety Code 124085, evidence of the comprehensive health screening must be provided on a form developed by the DHCS. Districts may obtain the DHCS "Report of Health Examination for School Entry" certification form through the CHDP program office at the local health department or on the CHDP web site.

The parent/guardian of a student in kindergarten or first grade shall submit to the Superintendent or designee a certification form developed by the California Department of Health Care Services (DHCS) and signed by the student's health examiner certifying that the student has completed a comprehensive health screening within 18 months prior to entry into first grade or within 90 days thereafter. (Health and Safety Code 124040, 124085)

(cf. 5111 - Admission)

(cf. 5141.3 - Health Examinations)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

Note: Pursuant to Health and Safety Code 124100, the notification described in the following paragraph must be provided in cooperation with the county's CHDP program established pursuant to Health and Safety Code 124025-124110. The CHDP program provides state-reimbursed health examinations at no cost to eligible students, including those who (1) are certified as eligible to receive Medi-Cal, (2) are not certified as eligible for Medi-Cal but have a family income at or below the level established annually by the DHCS, or (3) are attending a Head Start or State Preschool program. Annual eligibility criteria for the CHDP program are available on the DHCS web site and in its CHDP School Handbook: School Entry Health Examination Requirements.

The Superintendent or designee shall notify parents/guardians of all kindergarten students of the requirement to obtain a health screening and of the availability of the Child Health and Disability Prevention (CHDP) program established pursuant to Health and Safety Code 124025-124110 to assist eligible low-income families in obtaining the health screening. (Health and Safety Code 124100)

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

(cf. 5145.6 - Parental Notifications)

Note: The following **optional** paragraph reflects legislative intent in Health and Safety Code 124105 encouraging students to complete the health screening in conjunction with immunizations prior to enrolling in kindergarten. The CHDP School Handbook: School Entry Health Examination Requirements recommends that schools include the parent/guardian notice in the kindergarten registration packet because it has been found to be most effective to collect the certification forms at kindergarten entry.

The notice and certification form shall be included with the notification of immunization requirements provided to parents/guardians prior to their child's enrollment in kindergarten and shall encourage completion of the health screening simultaneously with immunizations. The notice shall also be provided to the parent/guardian of any student who is enrolling in first grade without having attended kindergarten in the district.

(cf. 5141.31 - Immunizations)

In lieu of the certification, the parent/guardian may submit a waiver on a form developed by DHCS indicating that he/she does not want or is unable to obtain a health screening. If the waiver indicates that the parent/guardian was unable to obtain the services, the reasons should be included in the waiver. (Health and Safety Code 124085)

Note: The following **optional** paragraph may be revised to reflect district practice. The CHDP School Handbook: School Entry Health Examination Requirements recommends that the waiver form be provided to parents/guardians upon request rather than distributed with the notification of the health screening requirement.

The waiver form shall be provided to a parent/guardian upon request.

The completed certification form or the waiver shall be maintained in the student's health file or cumulative record. (5 CCR 432)

(cf. 5125 - Student Records)

During the first 90 days of the school year, the Superintendent or designee may contact any parent/guardian of a first-grade student who has not provided either the certification form or the waiver to ensure that the parent/guardian understands the health screening requirement and, if appropriate, his/her possible eligibility for the CHDP program.

The Superintendent or designee shall exclude from school, for not more than five school days, any first-grade student who does not present evidence of a health screening or a waiver on or before the 90th day after entering first grade. The exclusion shall begin on the 91st day after the student's entrance into the first grade, or if school is not in session, then on the next succeeding school day. (Health and Safety Code 124105)

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

Note: Pursuant to Health and Safety Code 124105, the exemptions described in the following paragraph may not exceed five percent of the district's first-grade enrollment.

The Superintendent or designee may exempt a student from exclusion when his/her parents/guardians have been contacted at least twice between the first day and the 90th day after the student's enrollment in first grade and the parents/guardians refuse to provide either a certification form or a waiver. (Health and Safety Code 124105)

(cf. 5112.2 - Exclusions from Attendance)

Oral Health Assessment for Grades K-1

Note: The following ~~optional~~ section reflects Education Code 49452.8, as added by AB 1433 (Ch. 413, Statutes of 2006), which requires certification that a student enrolling in school for the first time, either in kindergarten or first grade, receives an oral health assessment. As required by Education Code 49452.8, the California Department of Education (CDE) has developed a standardized form, available on its web site, to be used by all districts to obtain the certification of the assessment.

No later than May 31 of the ~~relevant~~ school year, the parent/guardian of ~~a~~ **any** kindergarten student, or **of any** first-grade student who was not previously enrolled in ~~kindergarten in~~ a public school, shall certify that the student has received an oral health assessment. The oral health assessment shall have been performed by a licensed dentist or other authorized dental health professional no earlier than 12 months prior to the date of the student's initial enrollment. ~~The parent/guardian shall submit to the Superintendent or designee a California Department of Education, standardized form which has been completed and signed by the dental health professional.~~ (Education Code 49452.8)

Note: The **California Department of Education (CDE)** has developed a sample parental notification letter, available on its web site, which satisfies the following requirements of Education Code 49452.8.

The Superintendent or designee shall notify parents/guardians **of students in grades K-1** of the oral health assessment requirement. The notification shall, at a minimum, consist of a letter that includes all of the following: (Education Code 49452.8)

1. An explanation of the administrative requirements of the law
2. Information on the importance of primary teeth
3. Information on the importance of oral health to overall health and to learning
4. A toll-free telephone number to request an application for ~~Healthy Families,~~ Medi-Cal, or other government-subsidized health insurance programs

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

5. Contact information for county public health departments
6. A statement of privacy applicable under state and federal laws and regulations

Note: The following **optional** paragraph may be revised to reflect district practice. As required by Education Code 49452.8, the California Department of Education (CDE) has developed a standardized "**Oral Health Assessment Form**," available on its web site, to be used by all districts to obtain the certification of the assessment.

The notification, **along with a copy of the** ~~and~~ certification form **developed by the California Department of Education**, shall be provided to parents/guardians when they register their child for school.

Following completion of the assessment, ~~t~~The parent/guardian shall submit to the Superintendent or designee a ~~California Department of Education, standardized form a~~ **completed certification form** which has been ~~completed and~~ signed by the dental health professional.

Note: Pursuant to Education Code 49452.8, if parents/guardians are unable to obtain the oral health assessment for any of the reasons specified below, they must instead complete the section of the CDE's **certification standardized** form indicating why an assessment could not be completed.

~~The student~~ **A parent/guardian** may be excused from complying with the oral health assessment **requirements** if his/her ~~parent/guardian~~ **he/she** indicates on the **certification standardized** form that ~~it~~ **the assessment** could not be completed for any of the following reasons: (Education Code 49452.8)

1. Completion of an assessment poses an undue financial burden on the parent/guardian.
2. The parent/guardian lacks access to a licensed dentist or other dental health professional.
3. The parent/guardian does not consent to an assessment.

Note: The following paragraph is optional. Education Code 49452.8, as amended by SB 379 (Ch. 772, Statutes of 2017), requires the CDE's certification form to **include specified information in regard to parental rights related to school site oral health assessments.**

If the district hosts a free oral health assessment event at which licensed dentists or other licensed dental health professionals perform school site assessments of students enrolled in the school, any student who has not had an oral health assessment shall be given an assessment unless his/her parent/guardian has indicated on the certification

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

form that he/she does not consent to the student receiving an assessment. However, a student shall not receive dental treatment of any kind without his/her parent/guardian's informed consent for the treatment. (Education Code 49452.8)

Note: The following paragraph is **optional**.

Students who are not assessed, or for whom the parents/guardians fail to return the **standardized certification** form, shall not be excluded from school attendance.

Note: SB 379 (Ch. 772, Statutes of 2017) amended Education Code 49452.8 to change the date for reporting oral health assessment data, as provided in the following paragraph.

By **July 1** ~~December 31~~ of each year, the Superintendent or designee shall report data on oral health assessments to **the state dental director and/or** the county office of education in accordance with Education Code 49452.8.

The report shall also be provided to the Governing Board. The identity of any student shall not be included in the report.

Legal Reference: (see next page)

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

Legal Reference:

EDUCATION CODE

48985 Notice to parents in language other than English

49060-49079 ~~Pupil~~ Student records

49452.8 Oral health assessment

HEALTH AND SAFETY CODE

104395 Child Health and Disability Prevention Program expansion

124025-124110 Child Health and Disability Prevention Program, especially:

124085 Certificate documenting health screening and evaluation services; waiver by parent/guardian

124100 Distribution of program information to parents/guardians of kindergarten children

124105 Exclusions and exemption; legislative intent of notification contents

CODE OF REGULATIONS, TITLE 5

432 Student records

CODE OF REGULATIONS, TITLE 17

6800-6874 Child Health and Disability Prevention Program

Management Resources:

CSBA PUBLICATIONS

~~Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Governance and Policy Services, Policy Brief, February 2007~~

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES PUBLICATIONS

Child Health & Disability Prevention (CHDP) Program: Oral Health Educational Resources for Children and Teens (6-20 years), rev. July 2013

CHDP School Handbook: School Entry Health Examination Requirements, rev. January 2006

WEB SITES

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

California Dental Association: <http://www.cda.org>

California Department of Education, Health Services: <http://www.cde.ca.gov/ls/he/hn>

California Department of Health Care Services, Child Health and Disability Prevention Program: <http://www.dhcs.ca.gov/services/chdp>

California Healthy Kids Resource Center: <https://www.ccrcca.org/resources/family-resource-directory/item/california-healthy-kids-resource-center> <http://www.californiahealthykids.org>

(3/05 3/07) 7/18

CSBA Sample Board Policy

Instruction

BP 6174(a)

EDUCATION FOR ENGLISH LEARNERS

Note: The following policy may be revised to reflect district practice. State and federal law establish requirements for the identification, placement, and education of English learners.

~~Proposition 58 (November 2016) amended Education Code 305.310 to authorize parents/guardians to select a language acquisition program that best suits their child and repealed Education Code 311 thereby eliminating the requirement that parents/guardians request a waiver from the district if they want to enroll their child in a program other than a structured English immersion program. See the section on "Language Acquisition Programs" below.~~

Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.

In addition, 20 USC 6801-7014 (Title III) provide grant funds that may be used to supplement, but not supplant, funding from other sources for the purpose of ensuring that English learners attain English proficiency and meet the same challenging academic standards that are applicable to all students. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see evidence that the district has complied with state and federal requirements. See the CDE web site for FPM compliance monitoring instruments.

For further information regarding English learners, programs, and services, see CDE's publication The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, available on its web site.

The Governing Board intends to provide English learners with challenging curriculum and instruction that ~~develop~~ **maximize the attainment of high levels of** proficiency in English, **advance multilingual capabilities, and while** facilitating student achievement in the district's regular course of study.

~~Note: Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.~~

~~In addition,~~ Education Code 52060 requires the district's local control and accountability plan (LCAP) to include annual goals and specific actions, aligned to state and local priorities, for all students and for each "numerically significant" student subgroup as defined in Education Code 52052, including English learners; see BP/AR 0460 - Local Control and Accountability Plan. **The CDE's Roadmap provides an alignment between principles outlined for English learners and the eight state priority areas required in the district's LCAP.**

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

EDUCATION FOR ENGLISH LEARNERS (continued)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

Note: The following paragraph may be revised to reflect district strategies for parent/guardian and community involvement. Education Code 305, ~~as amended by Proposition 58 (November 2016)~~, requires the district to solicit input on language acquisition programs as part of the parent and community engagement process during the development of the LCAP; see section on "Language Acquisition Programs" below. In addition, if district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, Education Code 52063 requires the establishment of an English learner parent advisory committee to review and comment on the district's LCAP; see the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

Note: Pursuant to Education Code 60811, in November 2012 the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. In July 2014, the SBE adopted the English Language Arts/English Language Development Framework aligned to those standards. A supplementary resource, Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, specifies the correspondence between the state ELD standards and the California Common Core State Standards for mathematics and the Next Generation Science Standards.

CDE's Roadmap encourages differentiated instruction and curriculum which are integrated across all subject areas and emphasize inquiry-based learning and critical thinking skills.

English learners shall be provided **differentiated** English language development instruction **which is** targeted to their English proficiency level, **integrated across all subject areas**, and aligned with the state content standards ~~and curriculum framework~~. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, **emphasize inquiry-based learning and critical thinking skills**, and **provide assist** students ~~with-in~~ **accessing to** the full educational program.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

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

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6171 - Title I Programs)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: Commission on Teacher Credentialing (CTC) leaflet CL-622, Serving English Learners, describes requirements pertaining to the qualifications of teachers of English learners. A teacher who is assigned to provide English language development, specially designed academic instruction in English, and/or primary language instruction to English learners must hold an appropriate authorization from the CTC; see AR 4112.22 - Staff Teaching English Learners.

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

Note: The following paragraph **is reflects a requirement** for ~~use by~~ districts that receive federal Title III funds to improve the education of English learners, **and is recommended for use by all districts**. 20 USC 6825 lists the required uses of such funds, including the provision of professional development of sufficient intensity and duration to have a positive and lasting impact on teachers' performance in the classroom. Pursuant to 20 USC 6825, such professional development must not include one-day or short-term workshops and conferences. ~~Districts that do not receive Title III funds may delete or adapt the following paragraph to reflect district practice.~~

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: The following paragraph is optional. The CDE's Roadmap indicates the importance of a supportive and collaborative environment in order for teachers to effectively address the complex needs of English learners.

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

EDUCATION FOR ENGLISH LEARNERS (continued)

Identification and Assessment

Note: **The CDE's Roadmap emphasizes the importance of early identification of English learners, as early childhood is a crucial period of time for language development.** Education Code 313 requires any district that has one or more students who are English learners to assess the English language proficiency of those students using a state assessment designated by the SBE. The state **is transitioning from the California English Language Development Test (CELDT) to the English Language Proficiency Assessments for California (ELPAC), which are aligned with the 2012 state standards for ELD. The ELPAC will include a They include an initial test for identifying students who may be English learners and an annual summative assessment, operational in spring 2018,** for determining English learners' level of English proficiency and **their** progress in acquiring the skills of listening, speaking, reading, and writing in English. **The ELPAC's initial screening test for identifying students who may be English learners will be operational July 1, 2018.** The CDE also provides a home language survey to be used to identify students who should be tested for English proficiency. See the accompanying administrative regulation for further information about test administration and identification and reclassification criteria.

The Superintendent or designee shall maintain procedures for the **accurate early** identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

Note: In addition to testing the level of English proficiency of English learners, districts are required pursuant to Education Code 60640 to administer the California Assessment of Student Performance and Progress to English learners; see BP/AR 6162.51 - State Academic Achievement Tests. As needed, English learners may be provided with the testing resources (i.e., universal tools, designated supports, and accommodations) specified in 5 CCR **853.5 and 853.7 854.1-854.3, as renumbered by Register 2018, No. 4,** during test administration.

Education Code 60640 also authorizes districts to administer a primary language assessment to English learners in grades 2-11 for the purpose of assessing students' competency in reading, writing, and listening in their primary language. The Standards-Based Test in Spanish may be used for this purpose until a test is available that is aligned with the most recent state ELD standards. The new California Spanish Assessment is expected to be operational in the 2018-19 school year.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR **853.5 and 853.7 854.1-854.3.** English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR **853.5, 853.7 854.1-854.3**)

(cf. 6162.51 - State Academic Achievement Tests)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: The following paragraph is optional. The CDE's Roadmap highlights the importance of formative assessments in order to continually adapt methodologies and instruction to meet the needs of English learners.

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

(cf. 6162.5 - Student Assessment)

Language Acquisition Programs

Note: Effective July 1, 2017, Proposition 58 (November 2016) amended Education Code 305-310 and repealed Education Code 311 to authorize parents/guardians to select a language acquisition program that best suits their child. At a minimum, the district must offer a structured English immersion program. It also may offer a dual-language immersion program, transitional and developmental program for English learners, or other language acquisition program as defined in Education Code 306; see the accompanying administrative regulation. Pursuant to 20 USC 6312 and 34 CFR 100.3, parents/guardians have a right to decline or opt their child out of a language acquisition program. The following section may be revised to reflect programs offered by the district. Also see the accompanying administrative regulation.

Pursuant to Education Code 310, as amended, when the parents/guardians of 30 or more students at a school or 20 or more students in any grade level at the school request a particular language acquisition program, the district shall offer that program at the school site to the extent possible.

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

Language acquisition programs are educational programs. The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. The language acquisition programs provided to students shall be informed by research and shall lead to grade-level proficiency and academic achievement in both English and another language. (Education Code 306; 5 CCR 11300)

The district shall offer English learners. At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development to ensure that English learners have access to the core academic content standards, including the English language development standards, and become proficient in English. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: The following **optional** paragraph may be revised to reflect district practice. The Education Code does not define the term "nearly all" for purposes of ensuring that nearly all instruction in the structured English immersion program is provided in English pursuant to Education Code 306. The following paragraph defines "nearly all" as to provide that all classroom instruction be conducted in English except for clarification, explanation, and support as needed. The district could instead establish a minimum percentage of classroom instructional time to be conducted in English or specify the types of courses to be conducted in English and the courses (e.g., science, algebra) to be taught in the student's primary language.

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

Note: Items #1-2 below are **optional** and may be revised to reflect district practice.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. The district may offer a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

(cf. 6142.2 - World/Foreign Language Instruction)

2. The district may offer a transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.

Note: The following paragraph is for use by districts that maintain any of grades K-3. ~~Education Code 310, as amended by Proposition 58 (November 2016), requires that language acquisition programs in grades K-3 comply with class size requirements specified in Education Code 42238.02. For further information, see BP 6151 - Class Size.~~

~~The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)~~

~~*(cf. 6151 - Class Size)*~~

~~In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)~~

EDUCATION FOR ENGLISH LEARNERS (continued)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, **the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program.** (Education Code 310; **5 CCR 11310**)

(cf. 5145.6 - Parental Notifications)

Note: Pursuant to 5 CCR 11311, as added by Register 2018, No. 20, districts are required to establish a process with specified components for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. See the section "Language Acquisition Programs" in the accompanying administrative regulation.

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; **5 CCR 11311**)

Note: The following paragraph is for use by districts that maintain any of grades K-3. Education Code 310, as amended by Proposition 58 (November 2016), requires that language acquisition programs in grades K-3 comply with class size requirements specified in Education Code 42238.02. For further information, see BP 6151 - Class Size.

~~The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)~~

~~*(cf. 6151 - Class Size)*~~

~~**Note: Education Code 310, as amended by Proposition 58 (November 2016), requires any district that implements a language acquisition program to distribute the following notification when a student enrolls in school or as part of the annual notification issued pursuant to Education Code 48980.**~~

~~At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program (Education Code 310)~~

~~*(cf. 5145.6 - Parental Notifications)*~~

EDUCATION FOR ENGLISH LEARNERS (continued)

Reclassification

Note: As amended by Proposition 58 (November 2016), Education Code 305 no longer specifies that enrollment in a structured English immersion program is "not normally intended to exceed one year," nor does it address a timeline for students to be transferred from any other language acquisition program into an English language mainstream classroom. However, an English learner may transfer to an English language mainstream classroom when he/she has developed the English language skills necessary to succeed in an English only classroom and, based on criteria established pursuant to Education Code 313 and 52164.6, is reclassified as fluent English proficient. See the accompanying administrative regulation. Furthermore, pursuant to 20 USC 6312, 34 CFR 100.3, and 5 CCR 11301, parents/guardians have a right to decline or opt their child out of a language acquisition program.

When an English learner is determined ~~pursuant to~~ **based on** state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Program Evaluation

Note: The following section may be revised to reflect indicators agreed upon by the Governing Board and Superintendent or designee for measuring the effectiveness of the district's educational program for English learners.

Education Code 52061 requires that the annual update of the LCAP include a review of progress toward the goals included in the LCAP, an assessment of the effectiveness of the specific actions described in the LCAP toward achieving the goals, and a description of changes the district will make as a result of this review and assessment.

Pursuant to Education Code 313.2, the CDE is required to annually determine the number of students in each district and school who are, or are at risk of becoming, long-term English learners and to report that information to districts and schools. Definitions of "long-term English learner" and "English learner at risk of becoming a long-term English learner" are contained in Education Code 313.1.

The federal Every Student Succeeds Act (ESSA) (P.L. 114-95) repealed 20 USC 6842, thereby eliminating the requirement that districts receiving federal Title III funding (20 USC 6841-6849) reach "annual measurable achievement objectives," including annual increases in the number or percentage of English learners making progress in English proficiency. Instead, 20 USC 6311, as amended by the ESSA, requires the inclusion of a performance indicator on English language proficiency within the state accountability system under Title I.

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient

EDUCATION FOR ENGLISH LEARNERS (continued)

3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
- 5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309**
- 56.** Progress toward any other goals for English learners identified in the district's LCAP
- 67.** A comparison of current data with data from at least the previous **year in regard to items #1-6 above**
- 8. A comparison of data between the different language acquisition programs offered by the district**

The Superintendent or designee **also** shall **also** provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Legal Reference:

EDUCATION CODE

300-340 English language education, especially:
305-310 Language acquisition programs
313-313.5 Assessment of English proficiency
430-446 English Learner and Immigrant Pupil Federal Conformity Act
33050 State Board of Education waiver authority
42238.02-42238.03 Local control funding formula
44253.1-44253.11 Qualifications for teaching English learners
48980 Parental notifications
48985 Notices to parents in language other than English
52052 Numerically significant student subgroups
52060-52077 Local control and accountability plan
~~52130-52135 Impacted Languages Act of 1984~~
52160-52178 Bilingual Bicultural Act
56305 CDE manual on English learners with disabilities
60603 Definition, recently arrived English learner
~~60605.87 Supplemental instructional materials, English language development~~
60640 California Assessment of Student Performance and Progress
60810-60812 Assessment of language development
~~62005.5~~ **62002.5** Continuation of advisory committee after program sunsets

EDUCATION FOR ENGLISH LEARNERS (continued)*Legal Reference: (continued)*CODE OF REGULATIONS, TITLE 5853.5-853.7 Test administration; universal tools, designated supports, and accommodations853.8 CAASPP and unlisted resources for students with disabilities854.1-854.3 CAASPP and universal tools, designated supports, and accommodations854.9 CASSPP and unlisted resources for students with disabilities

11300-11316 English learner education

11510-11517.5 California English Language Development Test

11517.6-11519.5 English Language Proficiency Assessments for CaliforniaUNITED STATES CODE, TITLE 20

1412 Individuals with Disabilities Education Act; state eligibility

1701-1705 Equal Educational Opportunities Act

6311 Title I state plan

6312 Title I local education agency plans

6801-7014 Title III, language instruction for English learners and immigrant students

7801 Definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Discrimination prohibited

200.16 Assessment of English learners

COURT DECISIONSValeria G. O. v. Wilson Davis, (2002) 307 F.3d 1036California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196Teresa P. et al v. Berkeley Unified School District et al., (1989) 724 F.Supp. 698ATTORNEY GENERAL OPINIONS83 Ops.Cal.Atty.Gen. 40 (2000)*Management Resources:*CSBA PUBLICATIONSEnglish Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSCalifornia English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2018Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18, rev. August 2017Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015*Management Resources continued: (see next page)*

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Management Resources: (continued)

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS (continued)

Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

Common Core State Standards for Mathematics, rev. 2013

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments

THE EDUCATION TRUST- WEST PUBLICATIONS

Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018

Unlocking Learning: Science as a Lever for English Learner Equity, January 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007

WEB SITES

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

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education: <http://www.cde.ca.gov/sp/el>

National Clearinghouse for English Language Acquisition: <http://www.ncela.us>

The Education Trust-West: <https://west.edtrust.org>

U.S. Department of Education: <http://www.ed.gov>

CSBA Sample Administrative Regulation

Instruction

AR 6174(a)

EDUCATION FOR ENGLISH LEARNERS

Definitions

Note: The following section reflects definitions in Education Code 306, as amended by Proposition 58 (November 2016).

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

***Designated English language development* means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)**

***Integrated English language development* means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)**

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

Note: Education Code 52164.1 and 5 CCR 11307 require the district to administer a home language survey to all enrolled students. A sample home language survey form in English and Spanish is available on the California Department of Education's (CDE) web site.

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: When the home language survey indicates that a student's proficiency in English should be tested, Education Code 313 requires the district to administer a state assessment of English language proficiency. ~~When fully operational in 2018, the~~ English Language Proficiency Assessments for California (ELPAC) ~~will be~~ **are** used for initial identification of language proficiency and subsequently for annual assessment of language proficiency.

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be **initially** assessed for English proficiency using the ~~state's designated English language proficiency test for initial identification~~ **English Language Proficiency Assessments for California (ELPAC)**. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment of the ~~state's designated English language proficiency test~~ **ELPAC** shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

Note: 5 CCR ~~11516-11516.6~~ **11518.30-11518.35, as renumbered by Register 2017, No. 23**, specify allowable variations and accommodations in the administration of the state English language proficiency assessment. ~~These variations and accommodations are generally the same as those allowed for other state assessments; see AR 6162.51 - State Academic Achievement Tests.~~

The ~~state assessment~~ **ELPAC** shall be administered in accordance with test publisher instructions and 5 CCR **11518.5-11518.20** ~~11511-11516.6~~. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR ~~11516-11516.6~~ **11518.30-11518.35**.

Note: The Individuals with Disabilities in Education Act (20 USC 1412) requires that students with disabilities be included in all state assessments, including the ~~annual assessment of English language proficiency~~ **ELPAC** as appropriate. English learners with disabilities must be allowed to take the test with accommodations as specified in their individualized education program or Section 504 plan. Pursuant to 5 CCR ~~11518.30~~ ~~11516.7~~, students with the most significant cognitive disabilities who cannot participate in the assessment, even with appropriate accommodations, must be given an alternate assessment of English proficiency. 34 CFR 200.16, ~~as amended by 81 Fed. Reg. 86076~~, provides that, if an English learner with a disability is unable to take the assessment with accommodations, the state accountability system must include the student's score on any part(s) of the test for which it is possible to assess the student (i.e., speaking, reading, listening, writing).

Education Code 56305, ~~as amended by AB 99 (Ch. 15, Statutes of 2017)~~, ~~as added by AB 2785 (Ch. 579, Statutes of 2016)~~, requires CDE to develop, ~~by July 1, 2018, January 1, 2019~~, a manual providing guidance on identifying, assessing, supporting, and reclassifying English learners with disabilities.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used

EDUCATION FOR ENGLISH LEARNERS (continued)

during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR **11518.25-11518.35** ~~11516-11516.7~~; 20 USC 1412)

(cf. 6159 - Individualized Education Program)

(cf. ~~6152.51~~ **6162.51** - State Academic Achievement Tests)

(cf. 6164.6 - Identification and Education Under Section 504)

Note: The remainder of this section specifies notifications that must be sent to parents/guardians regarding assessment results and available programs for English learners. The CDE has developed sample notification letters, available on its web site in multiple translations, to notify parents/guardians of the initial identification of a student as an English learner or as initially fluent English proficient and to notify them of the results of an annual assessment.

Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to their parents/guardians must be written in English and in the primary language and may be answered by the parent/guardian in either language.

The Superintendent or designee shall notify parents/guardians of their child's results on the ~~state's English language proficiency assessment~~ **ELPAC** within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

Note: The following paragraph is for use by districts that receive federal funds under either Title I or Title III for services to English learners, **and may be adapted for use by other districts. Pursuant to Education Code 440 and 20 USC 6312, such districts receiving Title I or Title III funds** are required to provide parents/guardians with notification of their child's identification as an English learner and placement in a language acquisition program. ~~The Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 7012 and moved the notification requirement to 20 USC 6312.~~

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code **313.2**, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement

EDUCATION FOR ENGLISH LEARNERS (continued)

3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
 - b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

Note: Education Code 313.2, as amended by AB 81 (Ch. 609, Statutes of 2017), requires that the notice contain information in regard to (1) whether the student is a long-term English learner, or English learner at risk of becoming a long-term English learner, and (2) the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help them develop English proficiency and achieve academic standards. Districts may send an alternate notice if the definitions of long-term English learners and those at risk of becoming long-term English learners used by the district are broader than those defined in Education Code 313.1, the notice states that the definitions utilized by the district are broader, and the notice contains the information specified in item #4 below.

- 4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards.**
- 4.5.** Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
- 5.6.** Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available

EDUCATION FOR ENGLISH LEARNERS (continued)

- 6-7.** Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

Language Acquisition Programs

Note: Pursuant to 5 CCR 11311, as added by Register 2018, No. 20, districts are required to establish a process for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. Each school is required to follow the process even when the district provides the language acquisition program at another school site. The following section includes the components of the process required by 5 CCR 11311 and may be expanded to reflect district practice.

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

- 1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.**
- 2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.**
- 3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:**
 - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program**
 - b. Identify costs and resources necessary to implement any new language**

EDUCATION FOR ENGLISH LEARNERS (continued)

acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals

- c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
- d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

Note: Pursuant to 5 CCR 11310, as amended by Register 2018, No. 20, districts are required to notify parents/guardians regarding language acquisition programs at the beginning of each school year or upon a student's enrollment. The following section includes the notice requirements pursuant to 5 CCR 11310.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals

EDUCATION FOR ENGLISH LEARNERS (continued)

5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

Note: Education Code 313 and 52164.6 and 5 CCR 11303 require that the district's reclassification process include, at a minimum, the criteria specified in items #1-4 below. **Additional guidance is available on the CDE's web site.** The district may expand the following list to reflect any additional criteria it has established. ~~The CDE's CELDT Information Guide includes recommendations for assessing each of the following criteria and states that, for a student with disabilities, the student's IEP team or Section 504 team should determine any supplemental criteria to be used.~~

The measures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the **state's English language proficiency assessment ELPAC**

EDUCATION FOR ENGLISH LEARNERS (continued)

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

Note: Pursuant to Education Code 313, the fourth criterion requires comparison of student performance on an objective assessment of basic skills that provides an empirically established range of performance of English proficient students of the same age. A letter from the CDE to district superintendents (~~Academic Criterion for~~ **Reclassification Guidance for 2017-18**) dated ~~August 11, 2014~~ **April 28, 2017** clarifies that **the Smarter Balanced Summative Assessment may be used as a local measure of the fourth criterion, or**, when a state test of basic skills is unavailable, districts **must may** select another ~~measure which may include a~~ local assessment. The CDE correspondence provides examples of appropriate measures and is available on the CDE web site.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

Note: The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support ~~to ensure his/her language and academic success.~~

Advisory Committee

Note: The following section should be revised to reflect district practice. Pursuant to 5 CCR 11308, a parent/guardian advisory committee is required for any district with over 50 English learners and for each school with over 20 English learners. Duties of the advisory committee are specified in 5 CCR 11308.

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

EDUCATION FOR ENGLISH LEARNERS (continued)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of for education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

Note: The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English learner parent advisory committee to review and comment on the district's local control and accountability plan; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495 requires this committee to include a majority of parents/guardians of English learners.

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

(cf. 0460 - Local Control and Accountability Plan)

EDUCATION FOR ENGLISH LEARNERS (continued)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

DRAFT

(4/15 3/17) 7/18

CSBA Sample Board Bylaw

Board Bylaws

BB 9310(a)

BOARD POLICIES

Note: The following **optional** bylaw may be revised to reflect district practice.

The Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians, and the community. ~~Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.~~

(cf. 9000 - Role of the Board)

The Board shall ensure that district policies align with the district's vision and goals, promote student learning and achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0415 - Equity)

(cf. 0460 - Local Control and Accountability Plan)

Note: State and federal laws mandate that districts develop policy or regulations on numerous topics. CSBA maintains a list of mandated policies and also indicates throughout its sample policy manual instances where policy language is mandated.

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. ~~Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.~~ No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agendas/Meeting Materials)

BOARD POLICIES (continued)

Note: Education Code 35160.5 requires that district policies pertaining to intradistrict open enrollment and extracurricular/cocurricular activities be reviewed annually.

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 6145 - Extracurricular and Cocurricular Activities)

Policy Development and Adoption Process

Note: The following section describes the basic steps in the policy development process and may be revised to reflect district practice. CSBA offers a variety of policy services designed to assist the governance team with this process, including review of district policy manuals, policy development workshops for individual districts and consortia of districts, and manual maintenance services.

The district's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision **statement, new or** goals **in the local control and accountability plan,** educational research or trends, ~~or a change in the superintendency or Board membership.~~ **The need may also occur as a result of** an incident that has arisen in the district, **or a recommendation or request from staff, a parent/guardian,** or other interested persons.

Note: Information gathered by district staff, as provided in item #2 below, may include sample policies available through CSBA.

2. As needed, the Superintendent or designee shall gather fiscal ~~and other~~ data, staff and public input, related district policies, sample policies from **the California School Boards Association or** other organizations or agencies, and other useful information **and data** to fully inform the Board about **the a particular** issue.

(cf. 1220 - Citizen Advisory Committees)

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, **how the proposed policy may affect student learning,** community expectations, staff recommendations, **and**

BOARD POLICIES (continued)

the expected impact of the policy ~~fiscal impact, as well as the policy's impact on student learning and well-being, equity, governance, and the district's fiscal resources~~ and operational efficiency.

4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.

Note: ~~Generally, most~~ policies are given two readings at a public Board meeting. However, a second reading is **generally** not required by law so it may be waived by the Board. The following paragraph should be modified by districts that only require one reading of policies prior to adoption.

5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

(cf. 9323 - Meeting Conduct)

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

~~*(cf. 9322 - Agenda/Meeting Materials)*~~

(cf. 9323.2 - Actions by the Board)

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or **the desire** to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date **if so** designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own **government governance** consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall

BOARD POLICIES (continued)

be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other **necessary** provisions. The Superintendent or designee **may** also **may** develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding **administrative** regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve **administrative** regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

At **the any** time, ~~a policy is adopted,~~ the Board and Superintendent or designee ~~shall~~ **may** determine ~~whether an evaluation~~ **that progress reports to the Board on the implementation and/or effectiveness** of the policy should be scheduled. ~~and, if so, the Board and Superintendent or designee~~ shall agree upon a timeline and, **as applicable,** measures for evaluating the effectiveness of the policy in achieving its purpose.

(cf. 0500 - Accountability)

Access to Policies

Note: Districts that are updating their policy manual through CSBA's Manual Maintenance **Plus** service have the option of accessing their district's policy manual and other legal and management resources through CSBA's GAMUT Online **service-web site**.

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. ~~A public copy of the policy manual shall be maintained at the district central office and at each school site. These copies~~ **policy manual** shall be maintained ~~either~~ electronically **and/** or by paper copy.

(cf. 1113 - District and School Web Sites)

(cf. 1340 - Access to District Records)

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communications strategy depending on the issue. **Policies shall be posted on the district's web site when required by law.**

(cf. 1112 - Media Relations)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

BOARD POLICIES (continued)

(cf. 5145.6 - Parental Notifications)

(cf. 6020 - Parent Involvement)

Suspension of Policies

No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

(cf. 2210—Administrative Discretion Regarding Board Policy)

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35160 Authority of governing boards

35160.5 Annual review of school district policies

35163 Official actions, minutes and journal

35164 Vote requirements

Management Resources:

WEB SITES

CSBA, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online), Policy Review Program, Individual District Policy Workshops, Agenda Online, and Manual Maintenance: <http://www.csba.org/ps>

National School Boards Association: <http://www.nsba.org>

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: X

From: Don Beno, Superintendent

Item Number: 12

SUBJECT:

County of Sacramento – Treasury Oversight Committee,
School and Community College District Representative
Election 2018 Ballot

Action: x

Consent Action: _____

Information Only: _____

Background:

Official 2018 County of Sacramento – Treasury Oversight Committee, School and
Community College District Representative

Status:

Ballots must be received by the Department of Finance no later than
October 22, 2018

Presenter: Don Beno, Superintendent

Other People Who Might Be Present: Staff

Cost &/or Funding Sources

Recommendation:

That the Board take whatever action they deem necessary, if any.

Time: 5 mins.



COUNTY OF SACRAMENTO
TREASURY OVERSIGHT COMMITTEE
SCHOOL AND COMMUNITY COLLEGE DISTRICT
REPRESENTATIVE ELECTION
2018 BALLOT

Below is the candidate nominated for the School and Community College District Representative of the Sacramento County Treasury Oversight Committee. In accordance with Government Code section 27132(f), and as outlined in the May 25, 2018, letter sent to School and Community College District Pooled Investment Fund Participant Board Chairs, please cast your district's vote for the School and Community College District Representative by marking the box next to a candidate listed below. A candidate statement is enclosed to assist your governing body in the selection process.

- Mario Rodriguez**
Los Rios Community College District

Return this ballot in the enclosed self-addressed envelope to:

Investment Division
Department of Finance
County of Sacramento
PO Box 1703
Sacramento, CA 95814

*Ballots must be received at the Department of Finance no later than **October 22, 2018**.*

If you have any questions regarding the election process, please contact Dave Matuskey at the Department of Finance at (916) 874-4251.

CANDIDATE STATEMENTS

SACRAMENTO COUNTY TREASURY OVERSIGHT COMMITTEE

CANDIDATE: Mario Rodriguez

My name is Mario Rodriguez. I am currently serving as the Associate Vice Chancellor of Finance for the Los Rios Community College District. In short, I am the chief financial officer for the second largest community college district in the state. My educational background includes a bachelors in business administration, an in progress master's in education, as well as training as both a school and community college chief business official. Prior to my experience at Los Rios, I have spent the past decade in financial management as a budget analyst at the California Department of General Services, a fiscal policy analyst for the California Department of Finance, and the chief financial officer for the California Community College Chancellor's Office. These roles have provided me with a wide range of training and experiences that will benefit the Sacramento County Treasury Oversight Committee. If I am elected, it will be an honor for me to represent the students, schools, and community colleges within the county. I sincerely thank you for your vote!

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651

BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: __13.__

SUBJECT: D.H. White School Student Drop-off Loop Repair, Request Board
Approval to file a Notice of Completion for the Student Drop Off Loop Repair.

Action: Yes
Consent Action: _____
Information Only: _____

Background:

Final completion of the Loop Repair was completed on August 24th, 2018. This Notice of Completion and recoding at the County Recorders Office sets in motion the 35 day hold period before final retention can be released.

Status:

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present:

Cost &/or Funding Sources: ERP Funds (Fund 21)

Recommendation:

Request Board Approval to file a Notice of Completion for the Student Drop Off Loop Repair at D. H. White Elementary School.

Time: _____ 3 mins. _____

Recording Requested By:

Owner - School District

When Recorded Mail To:

Name River Delta Unified School District

Street Address 445 Montezuma Street

City & State Rio Vista, CA 94571

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF COMPLETION

(CA Civil Code §§ 8180-8190, 8100-8118, 9200-9208)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is:
Fee Simple Title _____ (e.g. fee, leasehold, joint tenancy, etc.)
2. The full name and address of the undersigned owner or reputed owner and of all co-owners or reputed co-owners are:
Name _____ Street and No. _____ City _____ State _____
River Delta Unified School District, 445 Montezuma Street, Rio Vista, CA 94571
3. The name and address of the direct contractor for the work of improvement as a whole is:
Warren E. Gomes Excavating, Inc. P.O. Box 369, Rio Vista, CA 94571
4. This notice is given for (check one):
 Completion of the work of improvement as a whole.
 Completion of a contract for a particular portion of the work of improvement (per CA Civ. Code § 8186).
5. If this notice is given only of completion of a contract for a particular portion of the work of improvement (as provided in CA Civ. Code § 8186), the name and address of the direct contractor under that contract is:
N/A
6. The name and address of the construction lender, if any, is:
N.A
7. On the 24th day of August, 2018, there was completed upon the herein described property a work of improvement as a whole (or a particular portion of the work of improvement as provided in CA Civ. Code § 8186) a general description of the work provided:
Student Drop Off Loop Repair Project
8. The real property herein referred to is situated in the City of Rio Vista, County of Solano State of California, and is described as follows:
D.H. White Elementary School (APN# 0178-080-370)
9. The street address of said property is:
500 Elm Way, Rio Vista, CA 94571
10. If this Notice of Completion is signed by the owner's successor in interest, the name and address of the successor's transferor is:
N/A

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

By: _____

Signature of Owner of Owner's Authorized Agent

Don Beno, Superintendent

Print Name

VERIFICATION

I, Don Beno, state: I am the Authorized Signer ("Owner", "President", "Authorized Agent", "Partner", etc.) of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 9, 2018, (date), at Rio Vista (city), California.

(Signature of Owner or Owner's Authorized Agent)

PROOF OF SERVICE DECLARATION

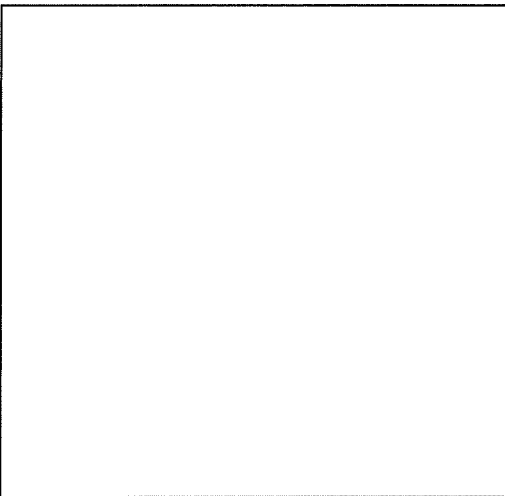
I, _____, declare that I served copies of the above NOTICE OF COMPLETION, (check appropriate box):

- a. By personally delivering copies to _____ (name(s) and title(s) of person served) at _____ (address), on _____ (date), at _____ m. (time)
- b. By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on _____ (date).
- c. By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

I declare under penalty of perjury that the foregoing is true and correct.

Signed at _____ (city), California, on _____ (date).

(Signature of Person Making Service)



**STATE OF CALIFORNIA
COUNTY OF _____**

On _____ (date), before me, _____, Notary Public (name and title of officer) personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 14

SUBJECT

Request to approve the job description Supervisor of Maintenance, Operations and Transportation

Action: X

Consent Action:

Information Only:

Background:

Currently the district has a position, Supervisor of Transportation that we currently have been unable to fill and is currently in the district's budget. Creating the position Supervisor of Maintenance, Operations and Transportation will broaden the application pool as well as supporting all departments of MOT which will ease the supervision and response time district wide.

Status:

Under the direction of the Director of Maintenance, Operation and Transportation the supervisor position would allow additional coverage of the maintenance, operations and the transportation departments district wide. Assigning and participating in the work of grounds maintenance, building maintenance, custodial services and exercise direct supervision over bus drivers.

Presenter: Elizabeth Keema-Aston

Other People Who Might Be Present: Staff

Cost &/or Funding Sources

Recommendation:

It is the superintendent and chief business officer's recommendation to create a new supervisor of maintenance, operations and transportation for the 2018-2019 school year.

Time: 5 mins.

RIVER DELTA UNIFIED SCHOOL DISTRICT

SUPERVISOR, MAINTENANCE, OPERATIONS & TRANSPORTATION (MOT)

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To supervise Maintenance, Operations and Transportation activities, including assigning and participating in the work of grounds maintenance, building maintenance and custodial services. Plan, supervise, assign, and review the work to the MOT staff; recommend policies and procedures related to safety. Coordinate assigned activities with each school site and the District Office; and to provide responsible administrative support to the Director of MOT.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director of MOT

Exercises supervision over maintenance, custodial and transportation staff

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS -- *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

Essential Functions:

1. To supervise and or perform Maintenance, Operations and Transportation services and activities including bus routes, scheduling, government compliance and grounds maintenance involving landscape maintenance and design; building maintenance involving semi-skilled carpentry, plumbing, heating and air conditioning and electrical work; and custodial services involving cleaning and minor building maintenance in the absence of an assigned custodial supervisor at school sites.
2. Recommend and Manage implementation of goals, objectives, policies, and priorities for assigned programs; recommend, implement, and administer policies and procedures.
3. Monitor and evaluate the efficiency and effectiveness of service delivery bus schedules, methods, and procedures; recommend, within District policy, appropriate service, and staffing levels.
4. Plan, supervise, coordinate, and review the work plans for maintenance, operations, and transportation; assign work activities, projects, and programs; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems. Assign, and review the work of school bus drivers; recommend policies and procedures related to safety.
5. Select, train, motivate personnel; provide or coordinate staff training; work with employees to correct deficiencies.
6. Participate in the development and administration of the Maintenance, Operations and Transportation annual budget; assist in forecasting funds needed for staffing, equipment, vehicles, materials, and supplies; monitor expenditures; suggest and implement adjustments.
7. Identify staffing needs; review staffing needs with appropriate management staff; allocate staff resources accordingly. Prepare a variety of reports on activities and operations.
8. Serve as liaison for Maintenance, Operations and Transportation with each school site & the Director of Maintenance, Operations and Transportation.

RIVER DELTA UNIFIED SCHOOL DISTRICT

Supervisor, Maintenance, Operations & Transportation, (Cont.)

11. Inspect and identify school sites, buses and bus routes for safety hazards and liability issues; implement changes; recommend corrective actions.
12. Stay abreast of changes, new developments, and regulations in transportation, building and grounds maintenance.
13. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
14. Coordinate transportation for school field trips; collaborate with staff at school sites; plan and prepare field trip schedule; assign bus drivers; prepare billing invoices.
15. Receive calls for substitute drivers; call and assign substitute drivers. Investigate complaints on driver performance; make recommendations.
16. Perform safety and maintenance checks on bus; identify defects and document on appropriate form.
17. Drive school bus to transport special-needs students as needed; operate wheel-chair lifts and restraints; observe and report health-related concerns; follow up as necessary. Ability to drive (learn) all District routes and vehicles.
18. Participate in I.E.P. meetings for special needs students.
19. Other duties as assigned.

Marginal Functions:

Perform related duties and responsibilities as required.

1. Perform a variety of record keeping functions.
2. Fill in during the absence of the Maintenance, Operations and Transportation Director.
3. Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Principles of supervision, training, and performance evaluation.

Operational characteristics, services and activities of a maintenance, operations transportation program.

Tools, material, and equipment used in building and grounds maintenance, and custodial services.

Construction trades; including carpentry, plumbing, electrical, heating, and air conditioning.

Supervisory skills to implement programs and policies to satisfy operational needs.

Principles and practices of program administration.

Principles and practices of budget preparation and administration.

Pertinent Federal, State, and local laws, codes, and regulations.

Education Code requirements related to school facilities.

Hazardous material and asbestos.

Standard safety precautions.

Operational characteristics of school buses.

Modern office methods and equipment, including computers.

Mathematical principles.

First aid methods and techniques.

Bus training methods and techniques.

Safe driving practices.

RIVER DELTA UNIFIED SCHOOL DISTRICT
Supervisor, Maintenance, Operations & Transportation, (Cont.)

Ability to:

Use and operate tools, material and equipment used in grounds and building maintenance.
Manage, organize, direct, and coordinate the work of lower level staff.
Select, supervise, train, and evaluate staff.
Administer departmental goals, objectives, and procedures.
Administer departmental budgets.
Prepare clear and concise administrative and financial reports.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods and techniques.
Apply Federal, State, and local policies, laws and regulations.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.
Maintain effective audio-visual discrimination and perception needed for successful job performance.
Maintain mental capacity which allows the capability of making sound decisions and demonstrating intellectual capabilities.
Supervise, organize, and review the work of lower level staff.
Select, supervise, train, and evaluate staff.
Teach bus operation techniques.
Interpret and explain laws and regulations related to bus operation.
Read maps.
Operate a school bus.
Perform preventative maintenance checks on school buses.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Valid Driver's License authorized for the State of California.

Three years of increasingly responsible experience in construction or building and/or grounds maintenance experience, including two years of supervisory responsibility.

Training:

Associate Arts Degree from an accredited community college or university including supplemental training in the building trades or proven work equivalency. Bilingual, oral, and written (Spanish) preferred, not required.

Equivalent to completion of the twelfth grade. Bilingual, oral, and written (Spanish) preferred, not required.

License or Certificate:

Possession of, or ability to obtain a California School Bus Driver Certificate and Class B-P Driver License.

Possession of, or ability to obtain, a California School Bus Driver Instructor Certificate, issued by the California Department of Motor Vehicles.

WORKING CONDITIONS

Environmental Conditions:

RIVER DELTA UNIFIED SCHOOL DISTRICT

Supervisor, Maintenance, Operations & Transportation, (Cont.)

Field environment; driving trucks, tractors, types of school buses/vehicles, exposure to petroleum chemicals and fumes.

Office environment (knowledge of basic computer skills, use of Microsoft office applications and Email, ability to learn company software programs with training).

Physical Conditions:

Essential and marginal functions may require maintaining physical condition necessary for traveling to and from sites, for walking site and job inspections, checks on school vehicles, for sustained posture in a seated and in a standing position, Moderate to heavy lifting.

JOB PROFILE:

Annual Contract: 12 month
Unit: Classified Management
Salary: Range 11

Board Approved:

**BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: October 9, 2018

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 15

SUBJECT

Request of Resolution # 754 Giving Notice of Intent to Grant Easements to Sacramento Area Sewer District and intent to hold a Public Hearing and vote at the regularly scheduled November 13, 2018 meeting.

Action: X

Consent Action: _____

Information Only: _____

Background:

The Sacramento Area Sewer District (SASD) has requested that the District dedicate an easement for sewer and a temporary construction easement located on a portion of the Districts property at Walnut Grove Elementary. The purpose of the easement is for constructing, operating, and maintaining sanitary sewer pipelines in connection with construction of the Walnut Grove Pump Station Abandonment Project.

The purchase price for the Easement is \$2,300.00 which is comparable and reasonable in the valuations provided by the SASD, provided in the supporting documents. Districts legal counsel has reviewed the documents submitted and accessed them to be legally sound.

Status:

Approval of Resolution #754 will declare the intent of the District to dedicate the easement to SASD. A public hearing and Board resolution will be presented at the November 13, 2018 regularly scheduled board meeting.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present: Representative from the Sacramento Area Sewer District

Cost &/or Funding Sources: Legal and advertising fees to be paid from unrestricted general fund.

Recommendation:

That the board approve Resolution #754 Notice of Intent to Grant Easement to SASD.

time: 5 mins.

RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 754

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE RIVER DELTA UNIFIED SCHOOL DISTRICT
GIVING NOTICE OF INTENT TO GRANT EASEMENTS
TO SACRAMENTO AREA SEWER DISTRICT**

WHEREAS, the Sacramento Area Sewer District (“SASD”) has requested that the River Delta Unified School District (“School District”) dedicate an easement for sewer and a temporary construction easement (collectively, the “Easements”) to the SASD located upon a portion of the District’s property at Walnut Grove Elementary School. The purpose of the Easements is for constructing, operating, and maintaining sanitary sewer pipelines in connection with construction of the Walnut Grove Pump Station (S064) Abandonment Project (the “Project”). Legal descriptions and maps depicting the locations of the Easements are attached hereto as Exhibits A and B and incorporated herein;

WHEREAS, the School District desires to provide a non-exclusive easements and rights-of-way to the SASD for the purposes described in Exhibit A and B;

WHEREAS, the School District and surrounding community will benefit from the dedication of the Easements to the SASD by allowing the SASD to construct, operate, and maintain sanitary sewer pipelines which provide sewer services to the Walnut Grove Elementary School site;

WHEREAS, pursuant to Education Code section 17556, the Board of Trustees (the “Board”) of the School District may convey, for easement purposes associated with public utilities, any real property belonging to the School District upon such terms and conditions as the parties thereto may agree;

WHEREAS, pursuant to Education Code section 17557, the School District’s Board must, prior to dedicating an easement, adopt a resolution declaring its intention to dedicate such easement in a regular open meeting by two-thirds (2/3) vote of all of its members;

WHEREAS, pursuant to Education Code section 17557, the School District’s Board must fix a time at its regular place of meeting for a public hearing upon the question of making the dedication of an easement;

WHEREAS, pursuant to Education Code section 17558, the School District is required to post copies of this Resolution, signed by the Board, in three (3) public places within the School District’s boundaries not less than ten (10) days before the public hearing, and publish notice once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the School District, if there is one, or, if there is no such newspaper published in the School District, then in a newspaper published in the county which has a general circulation in the School District; and

WHEREAS, the actual grant of Easements documents, which must be executed and recorded after the fixed date of November 13, 2018 for the public hearing and subsequent approval of a Board resolution authorizing the dedication of the Easements.

NOW, THEREFORE, be it resolved by the Board of Trustees of the River Delta Unified School District, as follows:

Section 1. That the above recitals are all true and correct.

Section 2. That the School District’s Board declares its intent to dedicate the Easements to the SASD upon the terms and conditions set forth in the recitals.

Section 3. That the Board establishes November 13, 2018 for a public hearing on the question of the School District’s intent to dedicate the Easements to the SASD.

Section 4. The School District staff shall post this Resolution in three (3) public places within the School District’s boundaries and publish notice of the adoption of this Resolution in compliance with Education Code section 17558.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the River Delta Unified School District this 9th day of October 2018.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

RIVER DELTA UNIFIED SCHOOL DISTRICT

By: _____
Alicia Fernandez
President of the Board of Trustees

ATTEST:

By: _____
Don Beno
Secretary of the Board of Trustees

EXHIBIT A
FORM OF EASEMENT FOR SEWER
(Including Legal Description and Map)

[see attached]

EXHIBIT B
FORM OF TEMPORARY CONSTRUCTION EASEMENT
(Including Legal Description and Map)

[see attached]

RED File No.: 18-02-002
OWNER: River Delta USD
APNs: 146-0190-031; 146-0170-059
Project: SASD Walnut Grove PS
(S064) Abandonment Project

AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS Real Estate Purchase Agreement (hereinafter referred to as "Agreement"), is between Sacramento Area Sewer District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 (hereinafter referred to as "SASD"), and River Delta Unified School District, formerly known as River Delta Unified School District Of Sacramento, Solano And Yolo Counties, California, (hereinafter referred to as "Owner").

The parties hereby agree as follows:

1. PROPERTY.

Owner agrees to sell to SASD and SASD agrees to purchase from Owner pursuant to the terms and conditions set forth in this Agreement, an Easement for Sewer (hereinafter referred to as "Easement") and a Temporary Construction Easement (hereinafter referred to as "TCE"). Collectively, these terms are referred to herein as the "Property". Legal descriptions of the Easement and the TCE are attached hereto as Exhibits "A". Plats showing the locations of the Easement and the TCE are attached hereto as Exhibits "B". Owner affirms that it legally owns the property rights to be conveyed by the Easement and the TCE and is empowered to execute said conveyance documents and this Agreement. It is understood that said property rights are necessary for the construction of the Walnut Grove Pump Station (S064) Abandonment Project (hereinafter referred to as "Project").

2. DELIVERY OF DOCUMENTS.

The conveyance documents for the Property rights will be executed in a form supplied by SASD and delivered by Owner to SASD for processing recording and payment. SASD shall not be deemed to have accepted delivery of the Easement until such time as the Easement is recorded in the Official Records of the County of Sacramento, California. SASD shall pay all costs for processing and recording incurred in this transaction. The TCE shall not be recorded.

3. PURCHASE PRICE.

SASD shall pay to Owner the sum of \$2,300.00 (hereinafter referred to as Purchase Price"), for the Property, which the parties agree includes all improvements, damages, and severance, if any, when title to the Easement vests in the SASD.

4. PAYMENT OF MORTGAGE OR DEED OF TRUST.

Upon demand by any mortgagee under a mortgage or beneficiary under a deed of trust or lien holder with a lien recorded against the Property, made in writing to SASD prior to payment of the Purchase Price to the Owner, SASD may make payable to the mortgagee, beneficiary or lien holder entitled thereunder, an

amount not to exceed the Purchase Price under this Agreement. If this section is made applicable by the demand above described then the mortgagee or beneficiary shall furnish the Owner with good and sufficient receipt showing the monies credited against the indebtedness secured by said mortgage, lien or deed of trust.

5. POSSESSION.

Owner agrees that SASD, or its authorized agents or contractors, may enter upon the Property for purposes of performing activities related to and incidental to the construction of the Project, inclusive of the right to remove and dispose of improvements, upon the full execution of this Agreement ("Agreement Date") AND Owner's receipt of Purchase Price.

Notwithstanding the above, SASD's right to possession of the TCE area will be during the term defined in the TCE deed.

6. OWNER'S INDEMNIFICATION.

Owner covenants and agrees to indemnify and hold the SASD harmless from any and all claims that third parties may make or assert with respect to the title to the premises and any improvements.

7. OPTION TO EXTEND TEMPORARY CONSTRUCTION EASEMENT.

Owner agrees that upon the expiration of the TCE, SASD has the option to extend the term of the TCE, or any portion thereof, for up to twelve (12) months. The rate for the extended use of the TCE shall be \$0.0077 per square foot per month. It is further agreed and understood that SASD shall provide Owner with the written notice of its intent to extend the term of the TCE at least thirty (30) days prior to the expiration of the TCE.

8. RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT.

Upon completion of the Project, SASD shall restore, replace or cause to be replaced said TCE area to a condition reasonably similar or like that condition which existed on the date of this Agreement. SASD agrees to coordinate its construction activities in a way that minimizes interference with Owner's use of the Property.

9. RE-CONSTRUCTION OF OWNER'S REMAINDER PROPERTY.

SASD and its authorized agents and contractors are hereby granted permission to enter onto Owner's remainder property to reconstruct Owner's driveways, walkways, and appurtenant areas as necessary to conform to Project improvements. The cost of such re-construction of the Owner's remainder property shall be borne by SASD. Owner is responsible for the reconstruction of all landscape areas, including re-grading and replanting any affected lawn and landscaped areas and repair and/or replacement of irrigation systems for which Owner has been compensated.

10. LEASE WARRANTY.

Owner warrants there are no oral or written leases on any portion of the Property exceeding a period of one month.

11. SASD'S USE AND LIABILITY.

SASD agrees to release Owner from any liability arising from SASD exercising its rights under this Agreement. Furthermore, SASD agrees to assume responsibility for any damages to Owner's property, other than the above mentioned landscaped areas, caused by reason of SASD's use of the Property under this Agreement and will, at SASD's option, either repair or pay for such damage.

12. GOVERNING LAW/SEVERABILITY.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

13. PUBLIC PURPOSE.

Both Owner and SASD agree that SASD requires the Property for the Project, which is not now appropriated to a public use, and SASD can acquire the Property through the exercise of the power of eminent domain.

Both Owner and SASD recognize the expense, time, effort and risk to both Owner and SASD in failing to resolve a dispute over compensation for the Property by eminent domain litigation; and therefore the parties agree that the compensation set forth herein is in compromise and settlement in lieu of such litigation.

14. AUTHORITY AND EXECUTION.

This Agreement, which is valid only when executed by SASD, constitutes the complete understanding and Agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding.

15. ENTIRE AGREEMENT.

The performance of this Agreement constitutes the entire consideration for the conveyances from Owner and shall relieve SASD of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement and related facilities and/or structures. The obligations of the parties hereto shall survive the close of escrow.

16. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, by all of which, together, shall constitute one and the same instrument.

(Remainder of this page is intentionally left blank.)

This Agreement shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

SASD Sacramento Area Sewer District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700

Owner River Delta Unified School District, formerly known as River Delta Unified School District Of Sacramento, Solano And Yolo Counties, California

Date: _____

Date: _____

By: _____

By: _____

Prabhakar Somavarapu
District Engineer
Under delegated authority by:
Resolution No.: SD-0267
Dated: October 11, 2017

Printed Name and Title:

**REVIEWED AND APPROVED BY
DISTRICT COUNSEL:**

Deputy District Counsel

RECOMMENDED BY:

Svetlana Vorontsov
Real Estate Officer II
County of Sacramento

ATTACH:

Exhibits "A" Legal Descriptions of Property
Exhibits "B" Plats of Property

**WHEN RECORDED RETURN TO:
 REAL ESTATE DIVISION
 COUNTY OF SACRAMENTO
 3711 Branch Center Road
 Sacramento, CA 95827
 Mail Code 63-002**

**No Fee Document - Per Government Code 27383
 No Document Transfer Tax - Per R & T Code 11922**

| | |
|---------------------------------|--|
| Okay to Accept | |
| Name/Date: | |
| Print Name & Dept: | Hilary Masters (SDA) |
| APN: | 146-0190-031; 146-0170-059 |
| Project Name & Dept: | Walnut Grove PS S064 Abandonment Project (SASD) |

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR SEWER

RIVER DELTA UNIFIED SCHOOL DISTRICT,

formerly known as River Delta Unified School District Of Sacramento, Solano And Yolo Counties, California (hereinafter referred to as "GRANTOR"), do(es) hereby grant to the Sacramento Area Sewer District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, (hereinafter referred to as "SASD"), an easement, for sewer purposes, (hereinafter referred to as "Easement"), inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining sanitary sewer pipelines, of such dimensions as SASD shall deem necessary, together with all necessary appurtenances, including the right to excavate, construct, reconstruct, repair, operate, upgrade and forever maintain said facilities appertaining thereto, including a perpetual right of way over, under, upon and across all that real property, (hereinafter referred to as "Easement Area"), situated in the County of Sacramento, State of California, described as follows:

SEE EXHIBITS "A" and "B" attached hereto and made a part hereof;

together with the perpetual right of ingress to and egress from said Easement Area, for the purpose of exercising and performing all of the rights and privileges herein granted.

Any use of this Easement Area by GRANTOR or assignees or successors in interest, shall not be allowed without the prior written approval of SASD; except for the following uses (collectively, the "Allowable Uses"): (i) lawn or similar groundcover; (ii) areas planted with species whose mature growth does not exceed five (5) feet in height and which are not environmentally protected; or (iii) non-colored and non-patterned asphalt and concrete driveways, sidewalks, bikepaths, surface parking, curbs and gutters. Any of said Allowable Uses shall not be installed in a manner that will impede vehicular access by SASD for maintenance purposes. Other than the aforementioned Allowable Uses, each use proposed by GRANTOR must be approved in writing by SASD's District Engineer, with said approval being in the District Engineer's sole discretion, prior to construction within or use of the Easement Area by the GRANTOR. For any required written approval, the GRANTOR shall contact the SASD Main Office. All use activities, including but not limited to Allowable Uses, shall not in any way limit SASD's rights under this Easement. Even if SASD's District Engineer has approved the use within the Easement Area, SASD retains the right to remove all or any part of the approved use to allow SASD to use the Easement Area at any time pursuant to the rights granted herein. Except for the Allowable Uses identified above, SASD shall not be liable for any cost related to the removal or replacement of said improvements constructed by GRANTOR within the Easement Area.

[Signature page follows]

RED File No. 18-02-002

LOG No. _____

[Signature page to Easement for Sewer]

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this ____ day of _____, 20 ____

RIVER DELTA UNIFIED SCHOOL DISTRICT, formerly known as River Delta Unified School District Of Sacramento,
Solano And Yolo Counties, California

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
 Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____
 NUMBER OF PAGES _____ DATE _____
 SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE
 Sacramento Area Sewer District

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Sacramento Area Sewer District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. SD-0267 of the Board of Directors of said District adopted on October 11, 2017 and the Grantee consents to recordation thereof by its duly authorized officer.

 Prabhakar Somavarapu, District Engineer

 Date

EXHIBIT "A"
SANITARY SEWER EASEMENT
LEGAL DESCRIPTION

All that real property situate in the County of Sacramento, State of California, being a portion of Section 35, Township 5 North, Range 4 East, Mount Diablo Meridian, being described as follows:

A strip of land the uniform width of 5.00 feet, measured at right angles, lying northeasterly of and contiguous to that certain sanitary sewer easement being 15.00 feet wide as described in that certain grant of easement recorded in Book 660928, at Page 463, Official Records of Sacramento County, the southwesterly line of said strip being more particularly described as follows;

COMMENCING at the most westerly corner of that certain tract of land designated "Parcel No. 17," as shown on that certain Document entitled "Map Showing Survey Control and Proposed Pipeline Easements for Walnut Grove Sewer Assessment District", Recorded in Book 5183, page 395, Sacramento County Official Records, thence along the southwesterly line of said Parcel No. 17 and said sanitary sewer easement, South 62°55'51" East 367.46 feet; thence leaving and perpendicular to last said line, North 27°04'09" East 15.00 feet to a point on the northeasterly line of said sanitary sewer easement, said point also being the **POINT OF BEGINNING**, thence South 62°55'51" East 552.69 feet terminating at the southeasterly line of the lands described in that certain deed recorded in Book 20001229, Page 1957, Official Records of Sacramento County and the **POINT OF TERMINATION**.

The sidelines of said strip shall be lengthened or shortened to terminate at last said southeasterly line.

EXCEPTING THEREFROM; that portion of said 5.00 wide strip lying within the lands of the Sacramento Area Sewer District as described in that certain grant deed recorded in Book 201000416, at Page 0796, Sacramento County Official Records.

EXHIBIT "A"

A Portion of
APN 146-0170-059 & 146-0190-031
Sanitary Sewer Easement
February 13, 2018
Page 2 of 2

Containing 2,623 square feet (0.06 acres), more or less.

The basis of bearings for this description is NAD 83, California Coordinate System (CCS83), Zone 2 (2011 epoch). All distances cited herein are ground values, which are the basis for the areas shown hereon. To obtain grid values multiply the distances by 0.99998206.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

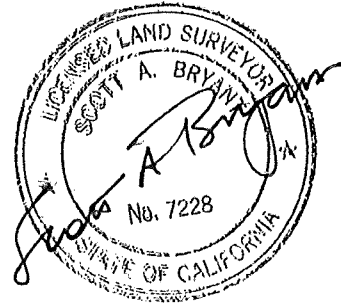
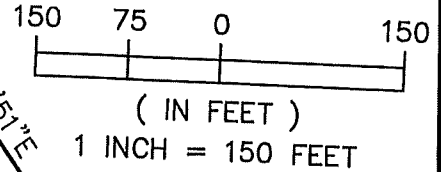


EXHIBIT 'B'



COUNTY OF SACRAMENTO
146-0170-067

AREA of EASEMENT
2,623±Sq.Ft./0.06±Ac.



RIVER DELTA UNIFIED
SCHOOL DISTRICT
APN 146-0170-059

N27°04'09"E
15.00'

**SACRAMENTO AREA SEWER
DISTRICT (24'x28')**
APN 146-0170-031
PARCEL 4 of
2010-0416 O.R. 0796; S.C.R.

5' EASEMENT

RIVER DELTA UNIFIED
SCHOOL DISTRICT
APN 146-0190-031
20001229 O.R. 1957
S.C.R.

**SOUTHEASTERLY LINE OF
20001229 O.R. 1957
S.C.R.**

WALNUT GROVE LAND CO
APN 146-0190-032

P.O.C. & THE MOST WESTERLY
CORNER OF PARCEL 17
5183 O.R. 395, S.C.R.
GROVE STREET
N25°23'09"E 552.07'

S62°55'51"E
367.46'

670.38'

P.O.B.

S62°55'51"E

920.59'

250.21'

S25°23'09"W

527.06'

N25°23'09"E

517.72'

250.66'

671.58'

S60°47'51"E

922.24'

SEE SHEET 2

BRAD VAN LOBEN SELS
APN 146-0190-005

LEGEND

- Dim Point
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.O.T. Point of Termination
- S.C.R. Sacramento County Records

**SACRAMENTO AREA SEWER DISTRICT
SANITARY SEWER EASEMENT**

WALNUT GROVE

COUNTY OF SACRAMENTO

STATE OF CALIFORNIA

DATE: 02/13/2018

SCALE: 1" = 150'

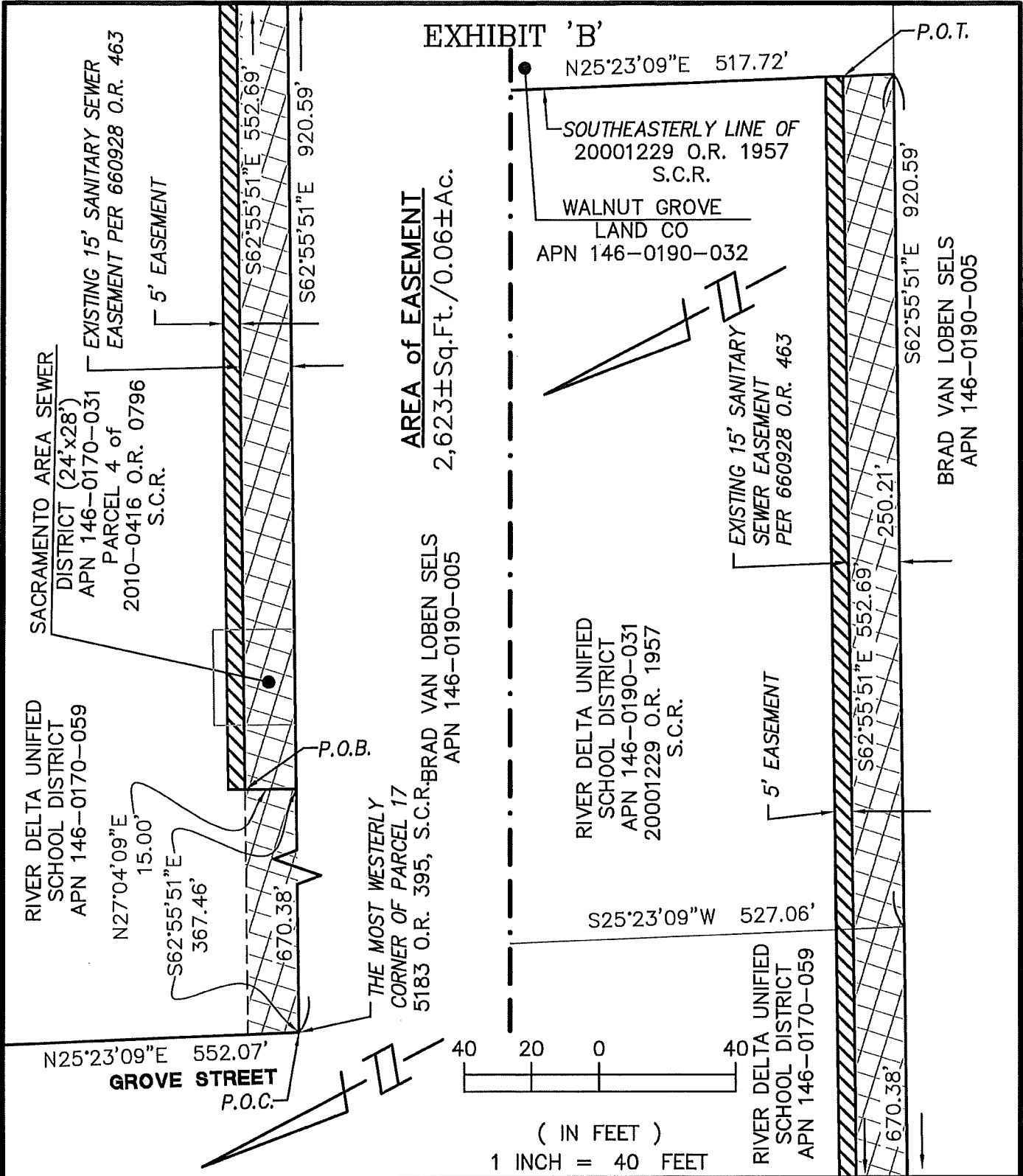
DRWN. BY: JMC CHK. BY: SAB

SHEET 1 OF 2

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

EXHIBIT 'B'



**SACRAMENTO AREA SEWER DISTRICT
SANITARY SEWER EASEMENT**

WALNUT GROVE COUNTY OF SACRAMENTO STATE OF CALIFORNIA

DATE: 02/13/2018 SCALE: 1" = 40'
DRWN. BY: JMC CHK. BY: SAB SHEET 2 OF 2

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Feb/13/2018 5:00 PM | By: Josie.campbell
DWG: P:\6BRO041700 Walnut Grove Pump Station\SURVEY\CIVIL3D\151066_Easement_School.dwg

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

Okay to Accept by

Signature & Date:

Print Name & Dept: Hilary Masters (SDA)

APN: 146-0190-031; 146-0170-059

Project Name & Dept: Walnut Grove PS S064 Abandonment
Project (SASD)

THIS SPACE FOR RECORDER'S USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

RIVER DELTA UNIFIED SCHOOL DISTRICT,

formerly known as River Delta Unified School District Of Sacramento, Solano And Yolo Counties, California (hereinafter referred to as "Owner") do(es) hereby grant to Sacramento Area Sewer District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 (hereinafter referred to as "SASD"), a Temporary Construction Easement (hereinafter referred to as "TCE") for purposes of performing activities related to and incidental to the construction of the Walnut Grove Pump Station (S064) Abandonment Project (hereinafter referred to as "Project"), and other Project-related purposes upon, over and across that certain real property in the County of Sacramento, State of California, described as follows:

See Exhibits "A" and "B" attached hereto and made a part hereof;

Possession and use of the TCE area by SASD may commence on execution of the Agreement by SASD (Commencement Date). This TCE shall expire either on the date of completion of Project-related construction activities on Owner's property or TWELVE (12) MONTHS after the Commencement Date, whichever occurs first. Owner agrees that if the TCE Term expires before completion of Project, SASD has the option to extend the term of the TCE, or any portion thereof, for up to twelve months ("Extended Term"). The rate for use during the Extended Term shall be \$0.0077 per square foot per month. It is further agreed and understood that SASD shall provide Owner with the written notice of its intent to extend the term of the TCE at least thirty (30) days prior to the expiration of the TCE Term.

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quitclaim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this ____ day of _____, 20____

RIVER DELTA UNIFIED SCHOOL DISTRICT, formerly known as River Delta Unified School District Of Sacramento, Solano And Yolo Counties, California

By: _____

RED File No. 18-02-002

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED

- GENERAL

- ATTORNEY-IN-FACT

- TRUSTEE(S)

- GUARDIAN/CONSERVATOR

- OTHER: _____

SIGNER IS REPRESENTING:
 Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE
 Sacramento Area Sewer District

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Sacramento Area Sewer District of Sacramento County, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. SD-0267 of the Board of Directors of said District adopted on October 11, 2017, and the Grantee consents to recordation thereof by its duly authorized officer.

 District Engineer

 Date

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

All that real property situate in the County of Sacramento, State of California, being a portion of Section 35, Township 5 North, Range 4 East, Mount Diablo Meridian, also being a portion of that certain tract of land designated "Parcel No. 17" as shown on that certain document entitled "Map Showing Survey Control and Proposed Pipeline Easements for Walnut Grove Sewer Assessment District", recorded in Book 5183, Page 395, Official Records of Sacramento County, described as follows;

COMMENCING at the most westerly corner of that certain tract of land designated "Parcel No. 17," as shown on said document(5183 O.R. 395), thence along the southwesterly line thereof South 62°55'51" East 367.46 feet; thence leaving and perpendicular to last said line North 27°04'09" East 15.00 feet to a point on the northeasterly line of that certain sanitary sewer easement being 15.00 feet wide as described in that certain grant of easement recorded in Book 660928, at Page 462, Official Records of Sacramento County, said point also being the **POINT OF BEGINNING**; thence along said northeasterly line North 62°55'51" West 20.00 feet; thence leaving and perpendicular to last said line North 27°04'09" East 25.00 feet; thence South 62°55'51" East 571.96 feet to the southeasterly line of the lands described in that certain grant deed recorded in Book 20001229, at Page 1957, Official Records of Sacramento County; thence along said southeasterly line South 25°23'09" West 20.01 feet; thence leaving last said line North 62°55'51" West 552.54 feet; thence South 27°04'09" West 5.00 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM; that portion of the above described land lying within the lands of the Sacramento Area Sewer District as described in that certain grant deed recorded in Book 2010-0416, at Page 0796, Sacramento County Official Records.

EXHIBIT "A"

A Portion of
APN 146-0170-059 & 146-0190-031
Temporary Construction Easement
February 13, 2018
Page 2 of 2

Containing 11,433 square feet (0.26 acres), more or less.

The basis of bearings for this description is NAD 83, California Coordinate System (CCS83), Zone 2 (2011 epoch). All distances cited herein are ground values, which are the basis for the areas shown hereon. To obtain grid values multiply the distances by 0.99998206.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description



EXHIBIT 'B'



COUNTY OF SACRAMENTO
146-0170-067

AREA of TCE
11,433±Sq.Ft./0.26±Ac.

PARCEL 17
5183 O.R. 395; S.C.R.

RIVER DELTA UNIFIED
SCHOOL DISTRICT
APN 146-0170-059

N27°04'09"E
15.00'
SACRAMENTO AREA SEWER
DISTRICT (24'x28')
APN 146-0170-031
PARCEL 4 of
2010-0416 O.R. 0796

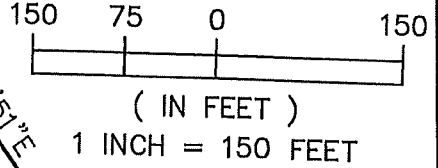
T.C.E.

RIVER DELTA
UNIFIED SCHOOL DISTRICT
APN 146-0190-031
20001229 O.R. 1957
S.C.R.

SOUTHEASTERLY LINE OF
20001229 O.R. 1957

WALNUT GROVE LAND CO
APN 146-0190-032

P.O.C. AND MOST WESTERLY CORNER OF
PARCEL 17; 5183 O.R. 395, S.C.R.
GROVE STREET
N25°23'09"E 552.07'



S62°55'51"E 670.38'
S62°55'51"E 920.59'
S62°55'51"E 367.46'

P.O.B.

SEE SHEET 2

BRAD VAN LOBEN SELS
APN 146-0190-005

LEGEND

- Dim Point
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- T.C.E. Temporary Construction Easement
- S.C.R. Sacramento County Records

**SACRAMENTO AREA SEWER DISTRICT
TEMPORARY CONSTRUCTION EASEMENT**

WALNUT GROVE COUNTY OF SACRAMENTO STATE OF CALIFORNIA

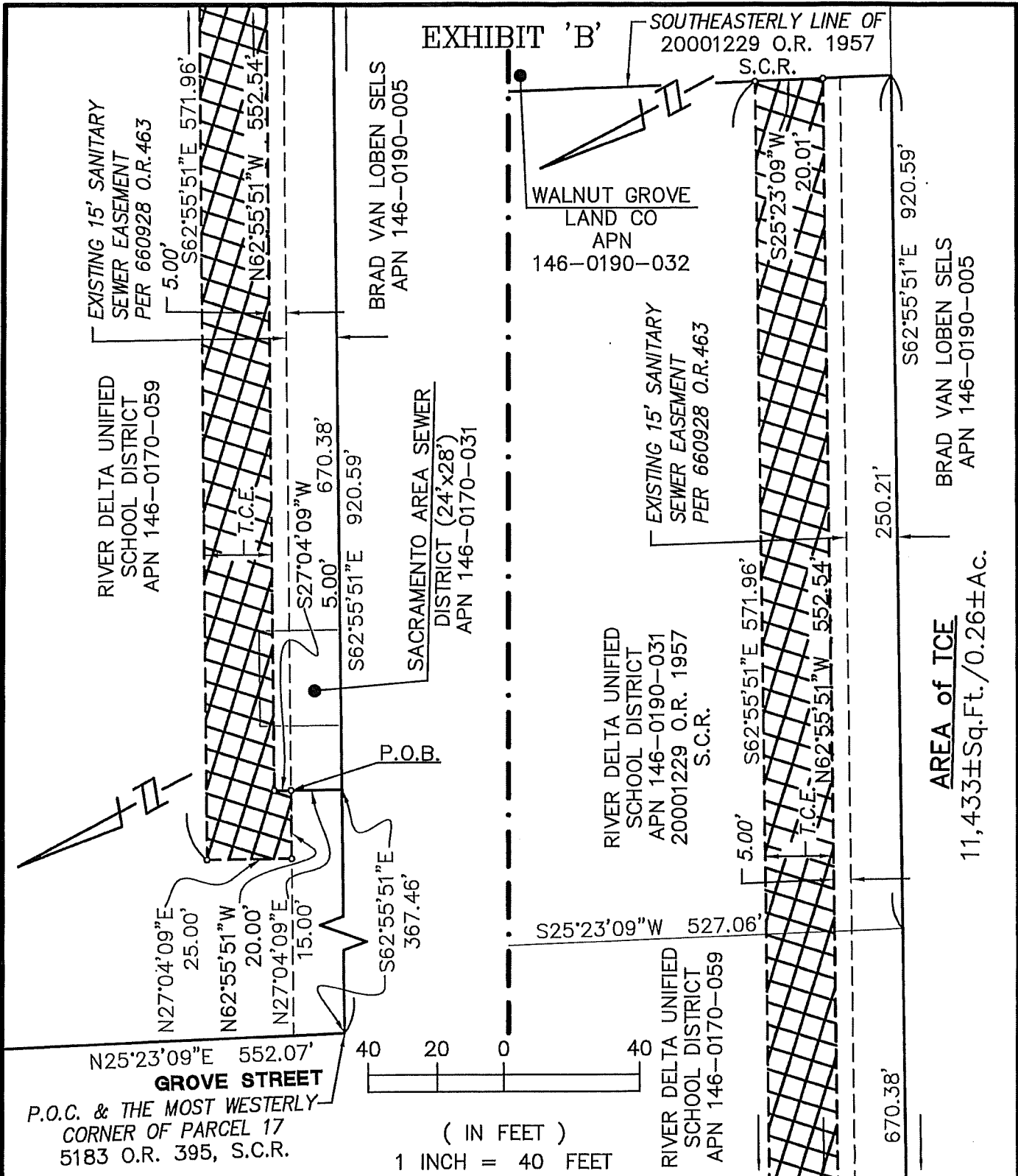
DATE: 02/13/2018 SCALE: 1" = 150'

DRWN. BY: JMC CHK. BY: SAB SHEET 1 OF 2

Plotted: Feb/13/2018 4:47 PM | By: Josie.campbell
DWG: P:\6BR0041700 Walnut Grove Pump Station\SURVEY\CIVL3D\151066_TCE_School.dwg

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)



**SACRAMENTO AREA SEWER DISTRICT
TEMPORARY CONSTRUCTION EASEMENT**

WALNUT GROVE COUNTY OF SACRAMENTO STATE OF CALIFORNIA

| | |
|------------------|-----------------|
| DATE: 02/13/2018 | SCALE: 1" = 40' |
| DRWN. BY: JMC | CHK. BY: SAB |
| SHEET 2 OF 2 | |

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Feb/13/2018 4:47 PM | By: Josie.compbell
DWG: P:\6BR0041700 Walnut Grove Pump Station\SURVEY\CIVIL3D\151086_TCE_School.dwg

July 31, 2018

River Delta Unified School District
14193 Grove Street
Walnut Grove, CA 95690

River Delta Unified School District
445 Montezuma St
Rio Vista, CA 94571

RED File No.: 18-02-002

Subject: SASD Walnut Grove Pump Station (S064) Abandonment Project

Dear Property Owner:

The Sacramento Area Sewer District (SASD) has approved plans for the Walnut Grove Pump Station (S064) Abandonment Project. At this time, SASD desires to acquire a permanent sanitary sewer easement and a temporary construction easement across a portion of your property located at 14181 Grove Street and Warehouse Street, Walnut Grove, CA, APNs 146-0190-031 and 146-0170-059, which is required for that project.

This letter, along with the enclosed Valuation Summary, Agreement for the Purchase of Real Property, permanent sanitary sewer easement and Temporary Construction Easement, constitute the SASD's offer in the amount of \$2,300.00 to purchase the aforementioned interest in real property.

An appraisal of the aforementioned interest in real property has been prepared. The above mentioned Valuation Summary is a written statement and summary of that appraisal.

A Real Estate Officer from the County Real Estate Division will call soon to make an appointment to discuss this offer with you. The RE Officer will also explain the documents and procedures necessary to complete the above-described purchase.

California Law (Code of Civil Procedure section 1263.025) allows you to obtain an independent appraisal, for which SASD will pay the reasonable costs, up to a maximum of \$5,000. Reimbursement of appraisal costs under this offer is subject to the following conditions:

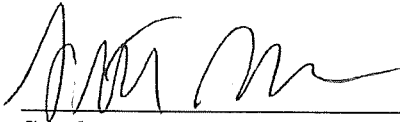
1. You are responsible for ordering the appraisal. SASD will not be a party to any contract between you and the selected appraiser.

2. The selected appraiser must be licensed with the California Bureau of Real Estate Appraisers (BREA), formerly known as California Office of Real Estate Appraisers (www.orea.ca.gov/ or www.brea.ca.gov).
3. Reimbursement requests must be submitted to the Sacramento County Real Estate Division on the enclosed form within 30 days after you receive a signed invoice from your appraiser for a completed appraisal. Copies of the appraisal, appraisal contract, and invoice for the completed work by the appraiser must be provided to the Real Estate Division with the appraisal cost reimbursement request. The costs must be reasonable.

Please be advised that timing constraints associated with SASD's project may require SASD to obtain possession of the subject property prior to the completion of your requested appraisal. Consequently, SASD may need to either proceed with the condemnation process or obtain a right of entry from you for construction-related activity to begin while the appraisal is being prepared. Your right to receive reimbursement for appraisal costs will not be affected under such circumstances, subject to the conditions above.

If you have any questions or you would like to further discuss the project or the acquisition offer, please feel free to call me at (916) 876-6220 or you may send correspondence to the address referenced above.

Sincerely,



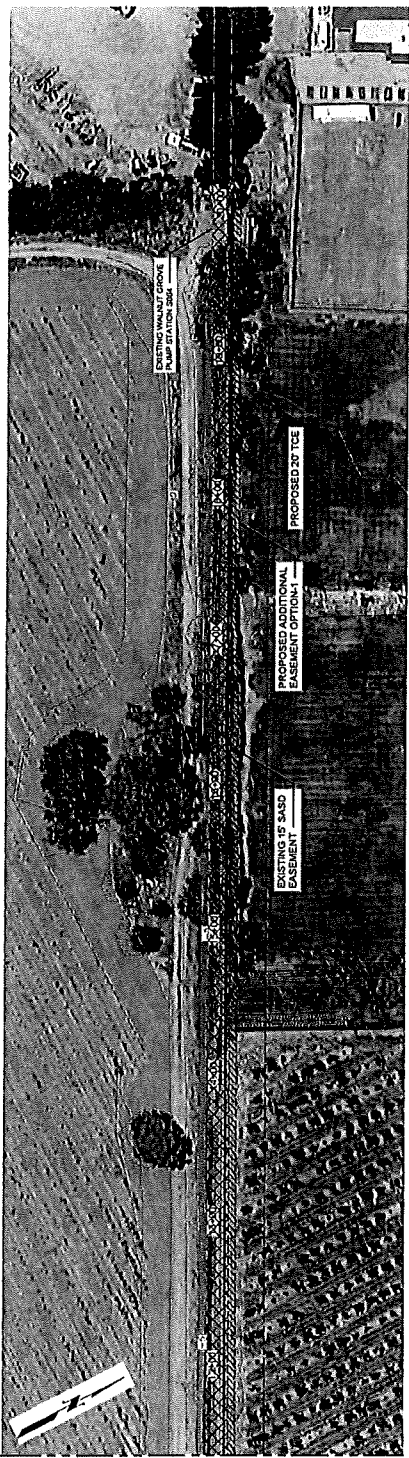
Svetlana Vorontsov; Real Estate Officer II
Email: vorontsovs@saccounty.net

Enclosures

Cc: Hilary Masters



PLAN
SCALE 1" = 40'



PLAN
SCALE 1" = 40'

| | | | | | | |
|--|--|--|--|---|------------|------------|
| REVISIONS NO. DESCRIPTION BY DATE | | PRELIMINARY THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OR FOR OBTAINING PERMITS WITHOUT THE SEPARATE SIGNATURE OF THE REGISTERED PROFESSIONAL ENGINEER. | | B.M. NO. SURVEY DESE. ELEV. DATE: | F.B. DATE: | F.B. DATE: |
| Brown and Caldwell | | SACRAMENTO AREA SEWER DISTRICT | | WALNUT GROVE PS 5064 ABANDONMENT PROJECT | | |
| CONTRACT NO. 5417 FILE NAME: L. BELLOC DESIGN: L. BELLOC DRAWING: L. BELLOC | | SHEET 1 OF 1 FIG. 1 OF 1 | | SET OF 5 SHEETS Jan 30, 2018 | | |

RED File No.: 18-02-002
OWNER: River Delta USD
APNs: 146-0190-031; 146-0170-059
Project: SASD Walnut Grove PS
(S064) Abandonment Project

AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS Real Estate Purchase Agreement (hereinafter referred to as "Agreement"), is between Sacramento Area Sewer District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 (hereinafter referred to as "SASD"), and River Delta Unified School District, formerly known as River Delta Unified School District Of Sacramento, Solano And Yolo Counties, California, (hereinafter referred to as "Owner").

The parties hereby agree as follows:

1. PROPERTY.

Owner agrees to sell to SASD and SASD agrees to purchase from Owner pursuant to the terms and conditions set forth in this Agreement, an Easement for Sewer (hereinafter referred to as "Easement") and a Temporary Construction Easement (hereinafter referred to as "TCE"). Collectively, these terms are referred to herein as the "Property". Legal descriptions of the Easement and the TCE are attached hereto as Exhibits "A". Plats showing the locations of the Easement and the TCE are attached hereto as Exhibits "B". Owner affirms that it legally owns the property rights to be conveyed by the Easement and the TCE and is empowered to execute said conveyance documents and this Agreement. It is understood that said property rights are necessary for the construction of the Walnut Grove Pump Station (S064) Abandonment Project (hereinafter referred to as "Project").

2. DELIVERY OF DOCUMENTS.

The conveyance documents for the Property rights will be executed in a form supplied by SASD and delivered by Owner to SASD for processing recording and payment. SASD shall not be deemed to have accepted delivery of the Easement until such time as the Easement is recorded in the Official Records of the County of Sacramento, California. SASD shall pay all costs for processing and recording incurred in this transaction. The TCE shall not be recorded.

3. PURCHASE PRICE.

SASD shall pay to Owner the sum of \$2,300.00 (hereinafter referred to as Purchase Price"), for the Property, which the parties agree includes all improvements, damages, and severance, if any, when title to the Easement vests in the SASD.

4. PAYMENT OF MORTGAGE OR DEED OF TRUST.

Upon demand by any mortgagee under a mortgage or beneficiary under a deed of trust or lien holder with a lien recorded against the Property, made in writing to SASD prior to payment of the Purchase Price to the Owner, SASD may make payable to the mortgagee, beneficiary or lien holder entitled thereunder, an

amount not to exceed the Purchase Price under this Agreement. If this section is made applicable by the demand above described then the mortgagee or beneficiary shall furnish the Owner with good and sufficient receipt showing the monies credited against the indebtedness secured by said mortgage, lien or deed of trust.

5. POSSESSION.

Owner agrees that SASD, or its authorized agents or contractors, may enter upon the Property for purposes of performing activities related to and incidental to the construction of the Project, inclusive of the right to remove and dispose of improvements, upon the full execution of this Agreement ("Agreement Date") AND Owner's receipt of Purchase Price.

Notwithstanding the above, SASD's right to possession of the TCE area will be during the term defined in the TCE deed.

6. OWNER'S INDEMNIFICATION.

Owner covenants and agrees to indemnify and hold the SASD harmless from any and all claims that third parties may make or assert with respect to the title to the premises and any improvements.

7. OPTION TO EXTEND TEMPORARY CONSTRUCTION EASEMENT.

Owner agrees that upon the expiration of the TCE, SASD has the option to extend the term of the TCE, or any portion thereof, for up to twelve (12) months. The rate for the extended use of the TCE shall be \$0.0077 per square foot per month. It is further agreed and understood that SASD shall provide Owner with the written notice of its intent to extend the term of the TCE at least thirty (30) days prior to the expiration of the TCE.

8. RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT.

Upon completion of the Project, SASD shall restore, replace or cause to be replaced said TCE area to a condition reasonably similar or like that condition which existed on the date of this Agreement. SASD agrees to coordinate its construction activities in a way that minimizes interference with Owner's use of the Property.

9. RE-CONSTRUCTION OF OWNER'S REMAINDER PROPERTY.

SASD and its authorized agents and contractors are hereby granted permission to enter onto Owner's remainder property to reconstruct Owner's driveways, walkways, and appurtenant areas as necessary to conform to Project improvements. The cost of such re-construction of the Owner's remainder property shall be borne by SASD. Owner is responsible for the reconstruction of all landscape areas, including re-grading and replanting any affected lawn and landscaped areas and repair and/or replacement of irrigation systems for which Owner has been compensated.

10. LEASE WARRANTY.

Owner warrants there are no oral or written leases on any portion of the Property exceeding a period of one month.

11. SASD'S USE AND LIABILITY.

SASD agrees to release Owner from any liability arising from SASD exercising its rights under this Agreement. Furthermore, SASD agrees to assume responsibility for any damages to Owner's property, other than the above mentioned landscaped areas, caused by reason of SASD's use of the Property under this Agreement and will, at SASD's option, either repair or pay for such damage.

12. GOVERNING LAW/SEVERABILITY.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

13. PUBLIC PURPOSE.

Both Owner and SASD agree that SASD requires the Property for the Project, which is not now appropriated to a public use, and SASD can acquire the Property through the exercise of the power of eminent domain.

Both Owner and SASD recognize the expense, time, effort and risk to both Owner and SASD in failing to resolve a dispute over compensation for the Property by eminent domain litigation; and therefore the parties agree that the compensation set forth herein is in compromise and settlement in lieu of such litigation.

14. AUTHORITY AND EXECUTION.

This Agreement, which is valid only when executed by SASD, constitutes the complete understanding and Agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding.

15. ENTIRE AGREEMENT.

The performance of this Agreement constitutes the entire consideration for the conveyances from Owner and shall relieve SASD of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement and related facilities and/or structures. The obligations of the parties hereto shall survive the close of escrow.

16. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, by all of which, together, shall constitute one and the same instrument.

(Remainder of this page is intentionally left blank.)

This Agreement shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

SASD Sacramento Area Sewer District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700

Owner River Delta Unified School District, formerly known as River Delta Unified School District Of Sacramento, Solano And Yolo Counties, California

Date: _____

Date: _____

By: _____
Prabhakar Somavarapu
District Engineer
Under delegated authority by:
Resolution No.: SD-0267
Dated: October 11, 2017

By: _____
Printed Name and Title:

**REVIEWED AND APPROVED BY
DISTRICT COUNSEL:**

Deputy District Counsel

RECOMMENDED BY:

Svetlana Vorontsov
Real Estate Officer II
County of Sacramento

ATTACH:

- Exhibits "A" Legal Descriptions of Property
- Exhibits "B" Plats of Property

EXHIBIT "A"
SANITARY SEWER EASEMENT
LEGAL DESCRIPTION

All that real property situate in the County of Sacramento, State of California, being a portion of Section 35, Township 5 North, Range 4 East, Mount Diablo Meridian, being described as follows:

A strip of land the uniform width of 5.00 feet, measured at right angles, lying northeasterly of and contiguous to that certain sanitary sewer easement being 15.00 feet wide as described in that certain grant of easement recorded in Book 660928, at Page 463, Official Records of Sacramento County, the southwesterly line of said strip being more particularly described as follows;

COMMENCING at the most westerly corner of that certain tract of land designated "Parcel No. 17," as shown on that certain Document entitled "Map Showing Survey Control and Proposed Pipeline Easements for Walnut Grove Sewer Assessment District", Recorded in Book 5183, page 395, Sacramento County Official Records, thence along the southwesterly line of said Parcel No. 17 and said sanitary sewer easement, South 62°55'51" East 367.46 feet; thence leaving and perpendicular to last said line, North 27°04'09" East 15.00 feet to a point on the northeasterly line of said sanitary sewer easement, said point also being the **POINT OF BEGINNING**, thence South 62°55'51" East 552.69 feet terminating at the southeasterly line of the lands described in that certain deed recorded in Book 20001229, Page 1957, Official Records of Sacramento County and the **POINT OF TERMINATION**.

The sidelines of said strip shall be lengthened or shortened to terminate at last said southeasterly line.

EXCEPTING THEREFROM; that portion of said 5.00 wide strip lying within the lands of the Sacramento Area Sewer District as described in that certain grant deed recorded in Book 201000416, at Page 0796, Sacramento County Official Records.

EXHIBIT "A"

A Portion of
APN 146-0170-059 & 146-0190-031
Sanitary Sewer Easement
February 13, 2018
Page 2 of 2

Containing 2,623 square feet (0.06 acres), more or less.

The basis of bearings for this description is NAD 83, California Coordinate System (CCS83), Zone 2 (2011 epoch). All distances cited herein are ground values, which are the basis for the areas shown hereon. To obtain grid values multiply the distances by 0.99998206.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

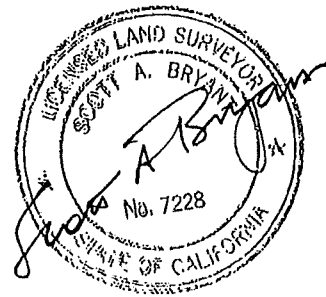
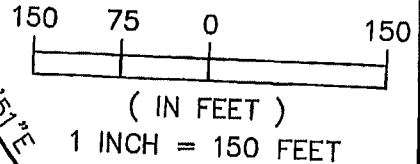


EXHIBIT 'B'



COUNTY OF SACRAMENTO
146-0170-067

AREA of EASEMENT
2,623±Sq.Ft./0.06±Ac.



RIVER DELTA UNIFIED
SCHOOL DISTRICT
APN 146-0170-059

N27°04'09"E
15.00'

SACRAMENTO AREA SEWER
DISTRICT (24'x28')
APN 146-0170-031
PARCEL 4 of
2010-0416 O.R. 0796; S.C.R.

5' EASEMENT

RIVER DELTA UNIFIED
SCHOOL DISTRICT
APN 146-0190-031
20001229 O.R. 1957
S.C.R.

BRAD VAN LOBEN SELS
APN 146-0190-005

LEGEND

- Dim Point
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.O.T. Point of Termination
- S.C.R. Sacramento County Records

**SACRAMENTO AREA SEWER DISTRICT
SANITARY SEWER EASEMENT**

WALNUT GROVE

COUNTY OF SACRAMENTO

STATE OF CALIFORNIA

DATE: 02/13/2018

SCALE: 1" = 150'

DRWN. BY: JMC CHK. BY: SAB

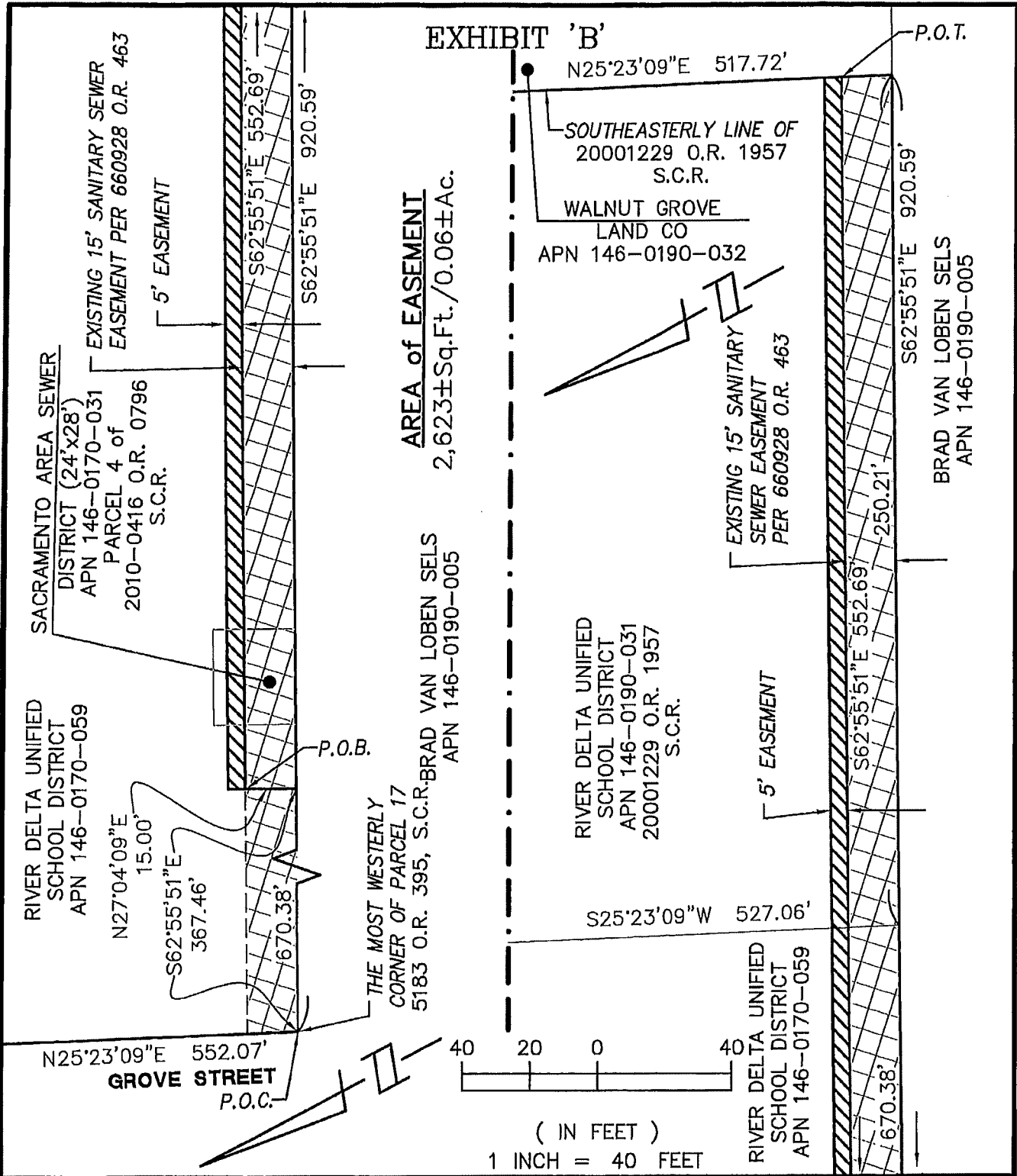
SHEET 1 OF 2

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Feb/13/2018 5:02 PM | By: Josie.campbell
DWG: P:\6BRO041700 Walnut Grove Pump Station\SURVEY\CIVIL3D\151066 Easement_School.dwg

EXHIBIT 'B'



**SACRAMENTO AREA SEWER DISTRICT
 SANITARY SEWER EASEMENT**

WALNUT GROVE COUNTY OF SACRAMENTO STATE OF CALIFORNIA

DATE: 02/13/2018 SCALE: 1" = 40'

DRWN. BY: JMC CHK. BY: SAB SHEET 2 OF 2

PSOMAS

1075 Creekside Ridge Drive, Suite 200
 Roseville, CA 95678
 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Feb/13/2018 5:00 PM | By: Josie.oampbell
 DWG: P:\68R0041700 Walnut Grove Pump Station\SURVEY\CIVIL3D\151066_Easement_School.dwg

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

All that real property situate in the County of Sacramento, State of California, being a portion of Section 35, Township 5 North, Range 4 East, Mount Diablo Meridian, also being a portion of that certain tract of land designated "Parcel No. 17" as shown on that certain document entitled "Map Showing Survey Control and Proposed Pipeline Easements for Walnut Grove Sewer Assessment District", recorded in Book 5183, Page 395, Official Records of Sacramento County, described as follows;

COMMENCING at the most westerly corner of that certain tract of land designated "Parcel No. 17," as shown on said document(5183 O.R. 395), thence along the southwesterly line thereof South 62°55'51" East 367.46 feet; thence leaving and perpendicular to last said line North 27°04'09" East 15.00 feet to a point on the northeasterly line of that certain sanitary sewer easement being 15.00 feet wide as described in that certain grant of easement recorded in Book 660928, at Page 462, Official Records of Sacramento County, said point also being the **POINT OF BEGINNING**; thence along said northeasterly line North 62°55'51" West 20.00 feet; thence leaving and perpendicular to last said line North 27°04'09" East 25.00 feet; thence South 62°55'51" East 571.96 feet to the southeasterly line of the lands described in that certain grant deed recorded in Book 20001229, at Page 1957, Official Records of Sacramento County; thence along said southeasterly line South 25°23'09" West 20.01 feet; thence leaving last said line North 62°55'51" West 552.54 feet; thence South 27°04'09" West 5.00 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM; that portion of the above described land lying within the lands of the Sacramento Area Sewer District as described in that certain grant deed recorded in Book 2010-0416, at Page 0796, Sacramento County Official Records.

EXHIBIT "A"

A Portion of
APN 146-0170-059 & 146-0190-031
Temporary Construction Easement
February 13, 2018
Page 2 of 2

Containing 11,433 square feet (0.26 acres), more or less.

The basis of bearings for this description is NAD 83, California Coordinate System (CCS83), Zone 2 (2011 epoch). All distances cited herein are ground values, which are the basis for the areas shown hereon. To obtain grid values multiply the distances by 0.99998206.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

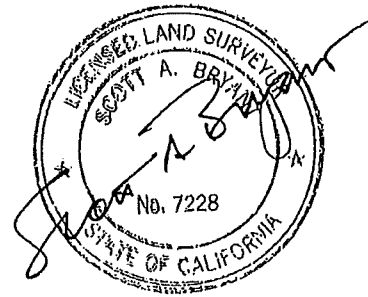


EXHIBIT 'B'



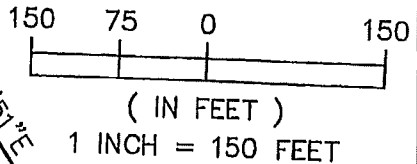
COUNTY OF SACRAMENTO
146-0170-067

P.O.C. AND MOST WESTERLY CORNER OF
PARCEL 17; 5183 O.R. 395, S.C.R.
GROVE STREET
N25°23'09"E 552.07'

AREA of TCE
11,433±Sq.Ft./0.26±Ac.

PARCEL 17
5183 O.R. 395; S.C.R.

RIVER DELTA UNIFIED
SCHOOL DISTRICT
APN 146-0170-059



N27°04'09"E
15.00'
**SACRAMENTO AREA SEWER
DISTRICT (24'x28')**
APN 146-0170-031
PARCEL 4 of
2010-0416 O.R. 0796

T.C.E.

S62°55'51"E
367.46'

P.O.B.

SEE SHEET 2

BRAD VAN LOBEN SELS
APN 146-0190-005

LEGEND

- Dim Point
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- T.C.E. Temporary Construction Easement
- S.C.R. Sacramento County Records

S25°23'09"W 527.06'
RIVER DELTA UNIFIED SCHOOL DISTRICT
APN 146-0190-031
20001229 O.R. 1957
S.C.R.

SOUTHEASTERLY LINE OF
20001229 O.R. 1957

WALNUT GROVE LAND CO
APN 146-0190-032

**SACRAMENTO AREA SEWER DISTRICT
TEMPORARY CONSTRUCTION EASEMENT**

WALNUT GROVE

COUNTY OF SACRAMENTO

STATE OF CALIFORNIA

DATE: 02/13/2018

SCALE: 1" = 150'

DRWN. BY: JMC CHK. BY: SAB

SHEET 1 OF 2

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Feb/13/2018 4:47 PM | By: Josie.campbell
DWG: P:\68R0041700 Walnut Grove Pump Station\SURVEY\CIVL3D\181068_TCE_School.dwg

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
 3711 Branch Center Road
 Sacramento, CA 95827
 Mail Code 63-002

No Fee Document - Per Government Code 27383
 No Document Transfer Tax - Per R & T Code 11922

Okay to Accept

Name/Date:

Print Name & Dept:

Hilary Masters (SDA)

APN:

146-0190-031; 146-0170-059

Project Name & Dept:

Walnut Grove PS S064

Abandonment Project (SASD)

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR SEWER

RIVER DELTA UNIFIED SCHOOL DISTRICT,

formerly known as River Delta Unified School District Of Sacramento, Solano And Yolo Counties, California (hereinafter referred to as "GRANTOR"), do(es) hereby grant to the Sacramento Area Sewer District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, (hereinafter referred to as "SASD"), an easement, for sewer purposes, (hereinafter referred to as "Easement"), inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining sanitary sewer pipelines, of such dimensions as SASD shall deem necessary, together with all necessary appurtenances, including the right to excavate, construct, reconstruct, repair, operate, upgrade and forever maintain said facilities appertaining thereto, including a perpetual right of way over, under, upon and across all that real property, (hereinafter referred to as "Easement Area"), situated in the County of Sacramento, State of California, described as follows:

SEE EXHIBITS "A" and "B" attached hereto and made a part hereof;

together with the perpetual right of ingress to and egress from said Easement Area, for the purpose of exercising and performing all of the rights and privileges herein granted.

Any use of this Easement Area by GRANTOR or assignees or successors in interest, shall not be allowed without the prior written approval of SASD; except for the following uses (collectively, the "Allowable Uses"): (i) lawn or similar groundcover; (ii) areas planted with species whose mature growth does not exceed five (5) feet in height and which are not environmentally protected; or (iii) non-colored and non-patterned asphalt and concrete driveways, sidewalks, bikepaths, surface parking, curbs and gutters. Any of said Allowable Uses shall not be installed in a manner that will impede vehicular access by SASD for maintenance purposes. Other than the aforementioned Allowable Uses, each use proposed by GRANTOR must be approved in writing by SASD's District Engineer, with said approval being in the District Engineer's sole discretion, prior to construction within or use of the Easement Area by the GRANTOR. For any required written approval, the GRANTOR shall contact the SASD Main Office. All use activities, including but not limited to Allowable Uses, shall not in any way limit SASD's rights under this Easement. Even if SASD's District Engineer has approved the use within the Easement Area, SASD retains the right to remove all or any part of the approved use to allow SASD to use the Easement Area at any time pursuant to the rights granted herein. Except for the Allowable Uses identified above, SASD shall not be liable for any cost related to the removal or replacement of said improvements constructed by GRANTOR within the Easement Area.

[Signature page follows]

RED File No. 18-02-002

LOG No. _____

[Signature page to Easement for Sewer]

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this _____ day of _____, 20____

RIVER DELTA UNIFIED SCHOOL DISTRICT, formerly known as River Delta Unified School District Of Sacramento,
Solano And Yolo Counties, California

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
 Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____
 NUMBER OF PAGES _____ DATE _____
 SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE
 Sacramento Area Sewer District

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Sacramento Area Sewer District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. SD-0267 of the Board of Directors of said District adopted on October 11, 2017 and the Grantee consents to recordation thereof by its duly authorized officer.

Prabhakar Somavarapu, District Engineer

Date

**WHEN RECORDED RETURN TO:
 REAL ESTATE DIVISION
 COUNTY OF SACRAMENTO
 3711 Branch Center Road
 Sacramento, CA 95827
 Mail Code 63-002**

**No Fee Document - Per Government Code 27383
 No Document Transfer Tax - Per R & T Code 11922
 Okay to Accept by**

Signature & Date:

Print Name & Dept: Hilary Masters (SDA)

APN: 146-0190-031; 146-0170-059

Project Name & Dept: Walnut Grove PS S064 Abandonment
 Project (SASD)

THIS SPACE FOR RECORDER'S USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

RIVER DELTA UNIFIED SCHOOL DISTRICT,

formerly known as River Delta Unified School District Of Sacramento, Solano And Yolo Counties, California (hereinafter referred to as "Owner") do(es) hereby grant to Sacramento Area Sewer District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 (hereinafter referred to as "SASD"), a Temporary Construction Easement (hereinafter referred to as "TCE") for purposes of performing activities related to and incidental to the construction of the Walnut Grove Pump Station (S064) Abandonment Project (hereinafter referred to as "Project"), and other Project-related purposes upon, over and across that certain real property in the County of Sacramento, State of California, described as follows:

See Exhibits "A" and "B" attached hereto and made a part hereof;

Possession and use of the TCE area by SASD may commence on execution of the Agreement by SASD (Commencement Date). This TCE shall expire either on the date of completion of Project-related construction activities on Owner's property or TWELVE (12) MONTHS after the Commencement Date, whichever occurs first. Owner agrees that if the TCE Term expires before completion of Project, SASD has the option to extend the term of the TCE, or any portion thereof, for up to twelve months ("Extended Term"). The rate for use during the Extended Term shall be \$0.0077 per square foot per month. It is further agreed and understood that SASD shall provide Owner with the written notice of its intent to extend the term of the TCE at least thirty (30) days prior to the expiration of the TCE Term.

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quitclaim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this ____ day of _____, 20____

RIVER DELTA UNIFIED SCHOOL DISTRICT, formerly known as River Delta Unified School District Of Sacramento, Solano And Yolo Counties, California

By: _____

RED File No. 18-02-002

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED

- GENERAL

- ATTORNEY-IN-FACT

- TRUSTEE(S)

- GUARDIAN/CONSERVATOR

- OTHER: _____

SIGNER IS REPRESENTING:
 Name of Person(s) or entity(ies)

OPTIONAL SECTION:

TITLE OR TYPE OF DOCUMENT: _____

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE
 Sacramento Area Sewer District

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Sacramento Area Sewer District of Sacramento County, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. SD-0267 of the Board of Directors of said District adopted on October 11, 2017, and the Grantee consents to recordation thereof by its duly authorized officer.

 District Engineer

 Date

Pattison & Associates, Inc.

Real Estate Appraisals

APPRAISAL REPORT

***PARTIAL ACQUISITION FROM
RIVER DELTA UNIFIED SCHOOL DISTRICT PROPERTY
APN: 146-0170-059 & 146-0190-031
SACRAMENTO COUNTY, CALIFORNIA***

SASD WALNUT GROVE PUMP STATION ABANDONMENT PROJECT

AS OF: MARCH 29, 2018

PREPARED FOR:

***SACRAMENTO AREA SEWER DISTRICT
3711 BRANCH CENTER ROAD
SACRAMENTO, CA 95827***

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Addenda

- Comparable Data Map
- Comparable Data
- Legal Description of Area to be Acquired
- Letter to Property Owner
- Title Report
- Qualifications

Pattison & Associates, Inc.

Real Estate Appraisals

April 6, 2018

Svetlana Vorontsov
Real Estate Officer II
Sacramento Area Sewer District
3711 Branch Center Road
Sacramento, CA 95827

Re: Appraisal of proposed partial acquisitions from the River Delta Unified School District Property (APN#: 146-0170-059 and 146-0190-031) for the SASD Walnut Grove Pump Station Abandonment Project, Sacramento County, California

Dear Ms. Vorontsov:


In accordance with your request and authorization, we have prepared a narrative appraisal report of an appraisal on the property referenced above for the purpose of forming and expressing an opinion as to the market value of the portions of the subject property to be acquired by the Sacramento Area Sewer District for the SASD Walnut Grove Pump Station Abandonment Project. This report is intended to comply with the reporting requirements of an Appraisal Report, as set forth in Standards Rule 2-2(a) of USPAP.

Based on an inspection of the property and a review and analysis of market data, it is our opinion that the market value of the portions of the subject property to be acquired, in permanent sewer easement and temporary construction easement, as of March 29, 2018, is as indicated in the Summary of Factual Data and Conclusions on Page 2 of this report.

Your attention is invited to the attached pages which describe the property appraised, limiting conditions upon which the value opinions are premised, and the factual data and reasoning employed by us in arriving at our value judgments.

Respectfully submitted,

PATTISON & ASSOCIATES, INC.



Dwight Pattison, SR/WA, IFAS
CA State Cert. #AG009699



Michael Pattison, SR/WA
CA State Cert. #AG026061

SUMMARY OF FACTUAL DATA AND CONCLUSIONS

Owner: River Delta Unified School District

Assessor's Parcel No(s): 146-0170-059 & 146-0190-031

Location: South side Warehouse Lane, east of Grove Street, Walnut Grove, California

Legal Description: Please see Title Report in Addenda

Present Use: School

Highest and Best Use: Residential (Potential Development)

Zoning: SPA (Residential) & AG-20 (Agricultural)

Site Size: 11.39± Acres

Interest Appraised: Permanent Sewer Easement
Temporary Construction Easement

Date of Value: March 29, 2018

Appraised Value: \$2,300
(Portions to be Acquired)

ASSUMPTIONS AND LIMITING CONDITIONS

Standards Rule (S.R.) 2-1 of the *Standards of Professional Appraisal Practice of the Appraisal Institute* requires the appraiser to "clearly and accurately disclose any extraordinary assumption or limiting condition that directly affect" the report and indicate its impact on the value range. In compliance with S.R. 2-1 and to assist the reader in interpreting this report, such assumptions and limiting conditions are set forth as follows:

1. The conclusions and opinions expressed in this report apply to the date of value set forth in this report. The value estimated is market value in terms of financial arrangements equivalent to cash.
2. The appraiser assumes no responsibility for economic, physical, or demographic factors that may affect or alter the opinions in this report if said economic, physical, or demographic factors were not present as of the date of the letter of transmittal accompanying this report. The appraiser is not obligated to predict future political, economic, or social trends.
3. In preparing this report, the appraiser was required to rely on information furnished by other individuals or found in previously existing records and/or documents. Unless otherwise indicated, such information is presumed to be reliable. However, no warranty, either expressed or implied, is given by the appraiser for the accuracy of such information and the appraiser assumes no responsibility for information relied upon later found to have been inaccurate. The appraiser reserves the right to make such adjustments to the analyses, opinions, and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.
4. No opinion as to the title of the subject property is rendered. Data related to ownership and legal description was provided by our client and is considered reliable. Title is assumed marketable, free and clear of all liens, encumbrances, easements, and restrictions except those specifically discussed in the report. The property is valued assuming it to be under responsible ownership and competent management and available for its highest and best use.
5. The appraiser assumes no responsibility for hidden or unapparent conditions of the property's subsoil, ground water, or structures that render the subject properties more or less valuable. No responsibility is assumed for arranging for engineering, geologic, or environmental studies that may be required to discover such hidden or unapparent conditions.
6. The appraiser has not been provided any information regarding the presence of any material or substance on or in any portion of the subject property which material or substance possesses or may possess toxic, hazardous, and/or other harmful and/or dangerous characteristics. Unless otherwise stated in the report, the appraiser did not become aware of the presence of any such material or substance during the appraiser's inspection of the subject property. However, the appraiser is not qualified to investigate or test for the presence of such materials or substances. The presence of such materials or substances may adversely affect the value range of the subject property. The value estimated in this report is predicated on the assumption that no such material or substance is present on or in the

subject property on in such proximity; thereto that it would cause a loss in value. The appraiser assumes no responsibility for the presence of any such substance or material on or in the subject property, nor for any expertise or engineering knowledge required to discover the presence of such substance or material. Unless otherwise stated, this report assumes the subject property is in compliance with all federal, state, and local environmental laws, regulations, and rules.

7. Unless otherwise stated, the subject property is valued assuming it to be in full compliance with all applicable zoning and land use regulations and restrictions.
8. Unless otherwise stated, the property is valued assuming that all required licenses, permits, certificates, consents or other legislative and/or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. No engineering survey was made by the appraiser. Except as specifically stated, data relative to size and area of the subject property was taken from sources considered reliable and no encroachment of the subject property is considered to exist.
10. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials, except as is expressly stated.
11. Maps, plats, and exhibits included in this report are for illustration only to serve as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from this report.
12. No opinion is intended to be expressed for matters that require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.
13. Possession of this report, or a copy of it, does not carry with it the right of publication. Without the written consent of the appraiser, this report may not be used for any purpose by any person other than the party to whom it is addressed. In any event, this report may be used only with proper written qualification and only in its entirety for its stated purpose.
14. Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal unless such arrangements are made a reasonable time in advance of said hearing. Further, unless otherwise indicated, separate arrangements shall be made concerning compensation for the appraiser's time to prepare for and attend any such hearing.
15. In the event that appraiser is subpoenaed for a deposition or judicial or administrative proceeding and is ordered to produce the appraisal report and files, appraiser shall immediately notify the client. Appraiser shall appear at the deposition or judicial or administrative hearing with the appraisal report and files and answer all questions unless client provides appraiser with legal counsel who instructs appraiser not to appear, instructs appraiser not to produce certain documents, or instructs appraiser not to answer certain questions. It shall be the responsibility of client to obtain a protective order.

-
16. The Americans with Disabilities Act (ADA) became effective on January 26, 1992. We have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the property's value.
 17. The appraiser is not qualified to detect the presence of any threatened or endangered species. The client is urged to retain an expert in this field if there is any question as to the existence of any threatened or endangered species. The value estimated in the report assumes that no threatened or endangered species is present on the property.
 18. A Limited Environmental Review was not provided to the appraiser by the client. The appraiser is not an expert in biological or environmental matters and strongly suggests that the client and or future user of the subject site obtain a biological and environmental assessment prior to any activity on the property. The value conclusion assumes that property in compliance with all local, regional, and State environmental approvals, including those required by CEQA through California Public Utilities Code 851. The appraiser assumes no responsibility for any failure of obtaining proper environmental clearances.

Extraordinary Assumptions

There are no extraordinary assumptions applied in this appraisal.

Hypothetical Conditions

This appraisal is subject to the following hypothetical conditions, which may have a significant effect on the valuation of the subject property:

1. The appraisal problem is to estimate the market value of the area to be acquired, ignoring project influence. Thus, the value estimate in the before condition is based on the hypothetical condition that the subject project does not exist.
2. To estimate severance damages and benefits, we must value the remainder in the after condition, taking into account the acquisition, under the hypothetical condition that the project has been completed in the manner proposed.

CERTIFICATION OF DWIGHT PATTISON

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are the personal, impartial, unbiased professional analyses, opinions and conclusions of the appraisers.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Pattison & Associates, Inc.'s compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the persons signing this report.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Ethics and Standards of Practice of the International Right of Way Association and the National Association of Independent Fee Appraisers.



Dwight Pattison, SR/WA, IFAS
CA State Cert #AG009699

CERTIFICATION OF MICHAEL PATTISON

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are the personal, impartial, unbiased professional analyses, opinions and conclusions of the appraisers.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Pattison & Associates, Inc.'s compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the persons signing this report.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Ethics and Standards of Practice of the International Right of Way Association and Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.



Michael Pattison, SR/WA
CA State Cert #AG026061

PURPOSE AND INTENDED USE OF APPRAISAL

The purpose of this report is to develop an opinion of the just compensation to be paid to the owner for acquiring a portion of one property, in permanent sewer easement and temporary construction easement. The subject property is the Walnut Grove Elementary School, located on the south side of Warehouse Lane, just east of Grove Street (14181 Grove Street), Walnut Grove, California. Just compensation will be based on the Fair Market Value of the property, using the Definition of Market Value on page 9 in this report and as stated in the California Code of Civil Procedure 1263.320. The value estimated is market value in terms of financial arrangements equivalent to cash. The intended use of the report is for acquisition of the proposed easements by the Sacramento Area Sewer District for the Walnut Grove Pump Station Abandonment Project. This report is not intended for any other use.

CLIENT AND INTENDED USERS OF REPORT

Our client is identified as the Sacramento Area Sewer District. The intended users of this report are staff of the Sacramento Area Sewer District. Use of this report by others is not intended by the appraisers.

EFFECTIVE DATE OF VALUE

The effective date of value for this appraisal is March 29, 2018. This is the date the appraisers made their final inspection of the subject property and is the date the value opinion applies.

DATE OF REPORT

This appraisal report is dated April 6, 2018. This is the date the appraisers completed and signed the report.

INTEREST APPRAISED

Permanent Sewer Easement
Temporary Construction Easement

DEFINITION OF MARKET VALUE*

(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

*Source: California Code of Civil Procedure 1263.320.

DEFINITION OF LARGER PARCEL

When appraising a partial acquisition, it is important to identify the larger parcel. The Dictionary of Real Estate Appraisal, 2nd Edition defines the larger parcel as: *In condemnation, the portion of a property that has unity of ownership, contiguity and unity of use, the three conditions that establish the larger parcel for the consideration of severance damages in most states. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use.* In the case of the subject property, the school consists of two contiguous parcels, and both are affected. It is our opinion that since they are owned by the same ownership, used together, contiguous and both are affected, that the two parcels together must be considered one legal larger parcel. Therefore, it is our opinion that these two parcels, together, (APNs 146-0170-059 & 146-0190-031) meet the legal definition of the larger parcel, as stated above.

DEFINITION OF EXPOSURE TIME*

The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market. Based on the comparable data utilized in this report, and a review of other sales and listings of vacant rural residential properties in the area, a reasonable exposure time of up to one year was considered in our market value opinion.

*Source: This definition is published in the definitions section of the 2018-19 Edition of USPAP, ©The Appraisal Foundation.

GOVERNMENT COMPLIANCE

In compliance with Government Code section 7267.1 (b) the property owner in this report was notified by mail of the proposed acquisition and preparation of the appraisal. The owner was given the opportunity to accompany the appraisers on the inspection or to discuss the appraisal via telephone. The appraisers spoke with Craig Hamblin, Director of Maintenance, Operations and Transportation of the River Delta Unified School District. He gave the appraisers permission to inspect the property the week of March 26-30, 2018, as school was on break. The appraisers inspected the property on March 29, 2018. A copy of the letter sent to the owner is located in the addenda of this report.

SCOPE OF THE APPRAISAL

In the performance of this assignment and preparation of this report, the appraisers inspected the subject property on March 29, 2018 with the real estate officer for SASD. Photographs of the property were taken during this inspection.

The appraisers secured information regarding assessments, zoning and utilities from various sources, including a title report, the County of Sacramento Planning Department, the Sacramento County Assessor's Office and the Sacramento County Recorder.

The appraisers reviewed competitive uses and interviewed informed persons regarding the subject property and comparable properties. These interviews included real estate professionals and the County of Sacramento Planning Department. Based on these interviews, the appraisers have determined that the highest and best use of the subject property is as improved, a school. However, this is a special use, and if vacant, the highest and best use of the site would be for residential use, with some potential for development/subdivision.

The subject property is improved with a school, but the improvements are not affected. Thus, only a land value will be required to estimate the value of the portions of the subject property to be acquired. The Sales Comparison Approach is the most reliable approach for estimating the market value of the land. The Cost Approach and Income Approach are not considered to be applicable in estimating the value of the area to be acquired. Based on the above reasoning, this appraisal will concentrate on only the Sales Comparison Approach to value for estimating the value of the area to be acquired.

For the Sales Comparison Approach, the appraisers have investigated sales and listings of comparable rural residential properties in the surrounding area for use as comparable data. The

search extended retroactively for approximately three years. All sales used in comparison to the subject properties were personally inspected by the appraisers.

Sources used in obtaining sale information included: public records (deed recording, County of Sacramento tax assessment records), MLS data, Costar data, Parcelquest data, local real estate agents, other appraisers, and field inspections and verifications of comparable properties. Market data gathered included sales and listings of rural residential sites somewhat similar in size to the subject property. All sales applied in the analysis are summarized in the valuation section of this report and a sale sheet for each sale is located in the addendum of this report.

Once the land value of the subject property was determined, the value of the area to be acquired was calculated based on the determined value per acre. The temporary construction easement was calculated based on an annual rental rate of 10%. Subsequently, a severance damage and benefits analysis was conducted. To determine if there are any severance damages and/or benefits, the subject property was analyzed in the before condition, under the hypothetical condition that the project does not exist, and again in the after condition, under the hypothetical condition that the proposed acquisition was completed and the project was constructed in the manner proposed.

REGIONAL DESCRIPTION

Introduction

The Sacramento Metropolitan Area, of which the subject property is a part, is recognized as a metropolitan area of major importance to both California and the nation.

Significant characteristics include:

- Strategic location
- Good topography
- Comparatively abundant and inexpensive land
- Lack of geographic barriers
- Relatively affordable housing
- Good quality of life
- Good infrastructure
- Relatively inexpensive energy
- Moderate climate

Geographically speaking, the metroplex can be said to have grown outward from the confluence of the Sacramento and American Rivers.

Sacramento City and County still contain the vast majority of the area's population and urban development. However, the metroplex includes part of six counties - Sacramento, Yolo, Placer, El Dorado, Sutter and Yuba. The U.S. Department of Commerce and most other sources of econometric and demographic data include the entire six counties in the Sacramento Metropolitan Area. The majority of residents in Yolo, Placer, and El Dorado counties are concentrated proximal to the Sacramento Community lines. The southern portions of Yuba and Sutter Counties are primarily agricultural at this time. Therefore, in reality, the Sacramento Metropolitan Area is more accurately defined as bounded on the north by the Bear River in southern Sutter and Yuba Counties and the City of Lincoln in Placer County; on the east by Auburn, the Placer County seat, and Placerville, the El Dorado County seat; on the south by the City of Galt, just north of the San Joaquin County line; and on the west by the Yolo County cities of Woodland, the County seat, and Davis, site of a major campus of the University of California.

Sacramento County is principally level, rising gently to the east from the Sacramento River, remaining flat and clear until the beginning of the foothills where the terrain becomes rolling and hilly. The highest elevation, 825 feet, is the northeastern corner of the county. The lowest, 15 feet below sea level, is in the reclaimed swampland of the Delta, which extends into the southwestern corner of the County. Principally the American, Cosumnes, and Sacramento Rivers drain the county.

Placer County offers the greatest variation, among the six counties, in elevation and land terrain. From a minimum of 40 feet in the southwestern corner, the land rises to an elevation of over 9,000 feet at the west ridge of Mt. Baldy in the Sierra Nevada Mountains. Over much of its length, the county lies between the Bear and American Rivers.

El Dorado County stretches 70 miles from the Central Valley in the west, across the foothills and the Sierra Nevada, to the Nevada State border on the east. The elevation along Highway 50, the main east-west route, range from about 500 feet near Folsom Lake in the west to more than 7,000 feet at Echo Summit in the east. The county is drained mainly by branches of the American River that empties into the Sacramento River beyond the county's western boundary.

Yolo County, with the exception of the foothills just within its western boundary, is relatively level, sloping gently from an elevation of 400 feet in the west to 10 feet near its southeastern corner. 70% of the county's total area is alluvial plain covered by rich topsoil. The county is cut by two major streams, Cache Creek and Putah Creek, which empty into the Sacramento River.

Sutter County, one of the State's leading agricultural counties, runs north from near the confluence of the Sacramento and Feather Rivers with these two rivers becoming the east and west boundaries. Nearly the entire county is less than 100 feet above sea level, other than the Sutter Buttes, a small mountain range located in the northern portion of the county. Similar to Yolo County, the area is covered by rich topsoil featuring many vegetable and orchard crops.

Yuba County's topography is similar to that of Placer, but does not rise as far to the east into the mountains. The Feather River is primarily the western boundary at sea level and the eastern portions of the county rise to an elevation of nearly 5,000 feet at Sugar Pine Mountain. The western portion is primarily agricultural, similar to Sutter County and the eastern portion is mountainous and sparsely settled.

Climate

Within the metroplex, the climate is mild in winter and warm in summer. Daytime highs during the winter months average in the 50's and overnight lows are generally in the 30's. Daytime highs during the summer months average in the 80's and 90's. Overnight lows are generally in the 60's. Except in the upper foothills, near Placerville and Auburn, spring begins in late February or early March and is characterized by days in the 60's and 70's and nights mostly in the 40's. Fall weather usually begins in October with days mostly in the 70's and nights in the 50's.

Rainfall averages between 18 and 20 inches a year, with most of the precipitation occurring between November and April. Light snow occasionally falls in the Auburn and Placerville areas, but in the rest of the metroplex even a vagrant snowflake is an extreme rarity.

Population

The Sacramento Area Council of Governments estimates the six county metropolitan area to have a combined population of just over 2,439,000 as of April 1, 2016. The Sacramento Metropolitan Area accounts for approximately 6% of the total California population which was reported to be 39,300,000.

Economy

The Sacramento area, during the economic recession from 2007-2012, saw a large loss of jobs, estimated at over 50,000. This reflected a 2.7% decline. This followed an increase of over 60,000 jobs between 2002 and 2007. The employment base was estimated at approximately 905,000 jobs at the end of 2012. As of January 2018, that number stands at 983,600. Much of this increase has been in the construction industry as the economy has rebounded and home construction is once again a primary source of employment. Government and trade jobs still account for a large portion of the workforce, and these are "white collar" government jobs as the area's three military bases closed in the mid 1990's.

Two major trends had long-term positive effects on the economic development of the Sacramento area. One was the population shift away from the coastal metropolitan area of California toward inland regions. The other was the marked shift locally, from an economy based on agriculture and government to a balanced economy, including strong manufacturing service sectors and high-tech industry.

Sacramento County

Sacramento County has an effective buying income (EBI) greater than 15 states. The per-capita EBI here ranks Sacramento fourth among metropolitan areas in California, and the state's large metropolitan areas are among the richest in the nation.

Trade and services, together, provide more than 40% of all jobs and government provides another 25%. Although food processing is the most important manufacturing industry, other nondurable goods manufacturing, as well as a variety of durable goods industries, provide a substantial number of jobs. During the economic downturn from 2007 to 2012, Sacramento County's population grew only 2% to approximately 1,445,000. But over the past five years it has

grown another 4.8%, and now stands at 1,515,000 according to the State Department of Finance Report dated January, 2017.

Sacramento is home to one professional basketball team. The Sacramento Kings of the NBA play their home games at the new Golden 1 Arena in Downtown Sacramento. This 17,500-seat arena was completed in October 2016 and is considered the most technologically advanced arena in professional sports (*Wired Magazine*, June 2016).

Placer County

Placer County, traditionally, has relied heavily on the railroad industry, the lumber and wood products industry, and agriculture for jobs. More recently, with substantial population growth and greater consumer demand, jobs in retail trade, the service industries, and in construction have gained importance. In addition, manufacturing activities in the Roseville area are expected to continue to expand over the next few years.

The Highway 65 Bypass has provided freeway access to what was a previously limited-access area in the Northeast Roseville/East Rocklin area and has stimulated industrial, commercial and residential growth along this corridor as far north as Lincoln. Roseville and Citrus Heights, directly across the line in Sacramento County, are adjacent with no vacant land between. Placer County's population stood at 382,837 as of January 1, 2017, a 1.8% increase from the previous year.

El Dorado County

Slightly more than half of all the employment opportunities in the county each year are in the service and trade industries and government. Tourism is the county's economic base, with the South Lake Tahoe area being the most visited. A large high technology and business park is located in El Dorado Hills. Commercial and industrial development also has occurred in Cameron Park. El Dorado County had a population of 185,062 as of January 1, 2017.

Yolo County

Yolo County's economy is primarily agricultural with a relatively high number of jobs relating to the production or processing of farm products. There are a number of other manufacturing industries in the county, as well as a large campus of the University of California, which together provide a substantial number of jobs. Access to transportation is excellent, with highway, rail, water, and air facilities available within or immediately adjacent to the county.

Yolo County contains four incorporated cities, Woodland (the county seat), Davis (location of the University of California campus), Winters, and the City of West Sacramento. West Sacramento contains the Port of Sacramento, which mid-sized ocean-going ships can reach via a 42-mile deep-water channel from San Francisco Bay.

The Port of Sacramento's ship channel was deepened and widened in a 5-year \$45 million project in 1993. The deeper channel now allows incoming ships to carry larger loads, further increasing the Port's importance.

West Sacramento is the headquarters for a number of large trucking businesses, and it houses the head offices of the largest area supermarket chain, Raley's Inc. It is also the current home of the Sacramento River Cats, the AAA affiliate of the San Francisco Giants. The team plays its home games at Raley Field, a 12,000± seat ballpark completed in 2000. Yolo County has a population as of January 1, 2017 of 218,896.

Sutter County

Sutter County lies directly north of Sacramento County, and is primarily an agricultural county developed with orchards, cultivated lands, and rice fields. Agriculture has always been the economic base of the county, although in the past 30 years there has been an influx of people living in Sutter County and commuting to employment in the Sacramento area. Highway 99, which bisects the Natomas Basin in a north-south alignment, provides the primary access to Sutter County from the Sacramento area. It should also be noted that a large portion of the southern part of Sutter County is within the Natomas Basin, as the Sacramento-Sutter County Line is just north of the Sacramento International Airport. Sutter County's population was 96,956 as of January 1, 2017.

Yuba County

The southwestern portion of Yuba County is very similar to Sutter County, in that it is an agricultural area developed with orchards, cultivated lands, and rice fields. The northeastern portion is mountainous as the county stretches into the Sierra Nevada range. Yuba County has also seen an increase in population in the southwest portion of the county and many of these residents commute to employment in the Sacramento area. Highway 70, which intersects with Highway 99 just north of the Natomas Basin, and Highway 65 which intersects with Interstate 80 in Roseville, provide access to Yuba County from the Sacramento area. Beale Air Force Base is located east of Marysville and occupies a large portion of the county in this area. Yuba County's population was 74,577 as of January 1, 2017.

Transportation

Two of the most common reasons businesses give for selecting the Sacramento area are its transportation system and utilities. Both are excellent and capable of being expanded to accommodate growth.

The State of California and other local interests have studied development of perimeter highways to link all the major freeways in the metropolitan area. Presently, there are no plans for this transportation link.

Sacramento International Airport is the principal passenger and air cargo facility for the entire region. It is located off Interstate 5 northwest of the City, about 12 minutes from the central business district and within 45 minutes of any point in the metropolitan area. The airport has two modern terminals. Terminal A was completed in November, 1998. In October, 2011 a \$1.03 billion terminal modernization project replaced the airport's original, aging Terminal B. The Central Terminal B complex is three times the size of the original Terminal B with the two parts of the complex – airside and landside – connected by an automated people mover. A new airport hotel was recently approved, after being on hold due to budgetary constraints.

Sacramento was the birthplace of railroad transportation in the West and still is an important rail hub. Its two principal carriers are among the largest in the nation. The largest Union Pacific switching yard in the western United States is located at Roseville.

Sacramento's light rail system went into operation in 1987. It was intended to help meet the growing transportation needs of the central city, the Highway 50 corridor and the Northeast area. The south corridor to Meadowview Road was added in 2002 and it recently was extended to Cosumnes River College in 2014. There are plans to extend the south area line further to Elk Grove and the northwest line to the airport.

Utilities

The Sacramento Municipal Utility District (SMUD), Pacific Gas and Electric Co., and the Roseville City Electric Department provide virtually all of the electrical energy in the Sacramento Metropolitan Statistical Area (SMSA). (Sierra Pacific Power Co. serves the Lake Tahoe area and the El Dorado Hills Community Services District has authority to purchase and sell electricity that would result in its leasing or buying PG & E's facilities there.) SMUD is the largest electricity provider by far in the SMSA in terms of hookups. PG & E serves the largest geographic area in the SMSA. It supplies electricity to all of Yolo County, most of El Dorado and Placer Counties and the part of Sacramento County not served by SMUD. PG & E supplies natural gas to the

Sacramento area and all other parts of Northern and Southern California where such service is available (Sparsely populated areas and outlying communities generally rely on propane or electricity).

Municipalities in the region have their own internal sewage systems. Some, but not all, are linked to the regional treatment plant. Unincorporated areas not within the Sacramento Regional County Sanitation District generally have their own sanitation districts. Solid waste management throughout the region is by sanitary landfill. Most larger jurisdictions now operate their own collection systems, although some contract with private firms. Private firms also offer services to commercial and industrial firms and larger residential customers.

AT & T, who is a successor to Pacific Bell, is the largest supplier of telephone service in the Sacramento Area. Sacramento is an important headquarters for AT & T. Service in 38 of California's 58 counties is managed from here. Consolidated Communications, Inc. (formerly Surewest), successor to The Roseville Telephone Company, has a service area of 83 square miles which includes Citrus Heights and the Folsom Lake area. Frontier, a subsidiary of Citizens Utilities, provides telephone service in the Elk Grove area.

Government

The 58 counties in California are subdivisions of state government. With the exception of the City and County of San Francisco, they vary little from one another in structure and function. Each has a board of supervisors whose five members are elected for 4-year terms to represent districts of equal population. Members usually take turns serving as chair. The board appoints an executive officer to carry out its directives and oversee the day-to-day operations of county government. All of the counties also have other elected officials, but their number and responsibilities vary somewhat from county to county. Most of the cities in the SMSA elect five council members on an at-large basis, but some (like Sacramento) elect more. In some cities, the mayor is the council member who receives the largest number of votes; in some, the council members elect a mayor from among their own number; and there are others (Sacramento and Elk Grove, for example) that elect a mayor via a general election.

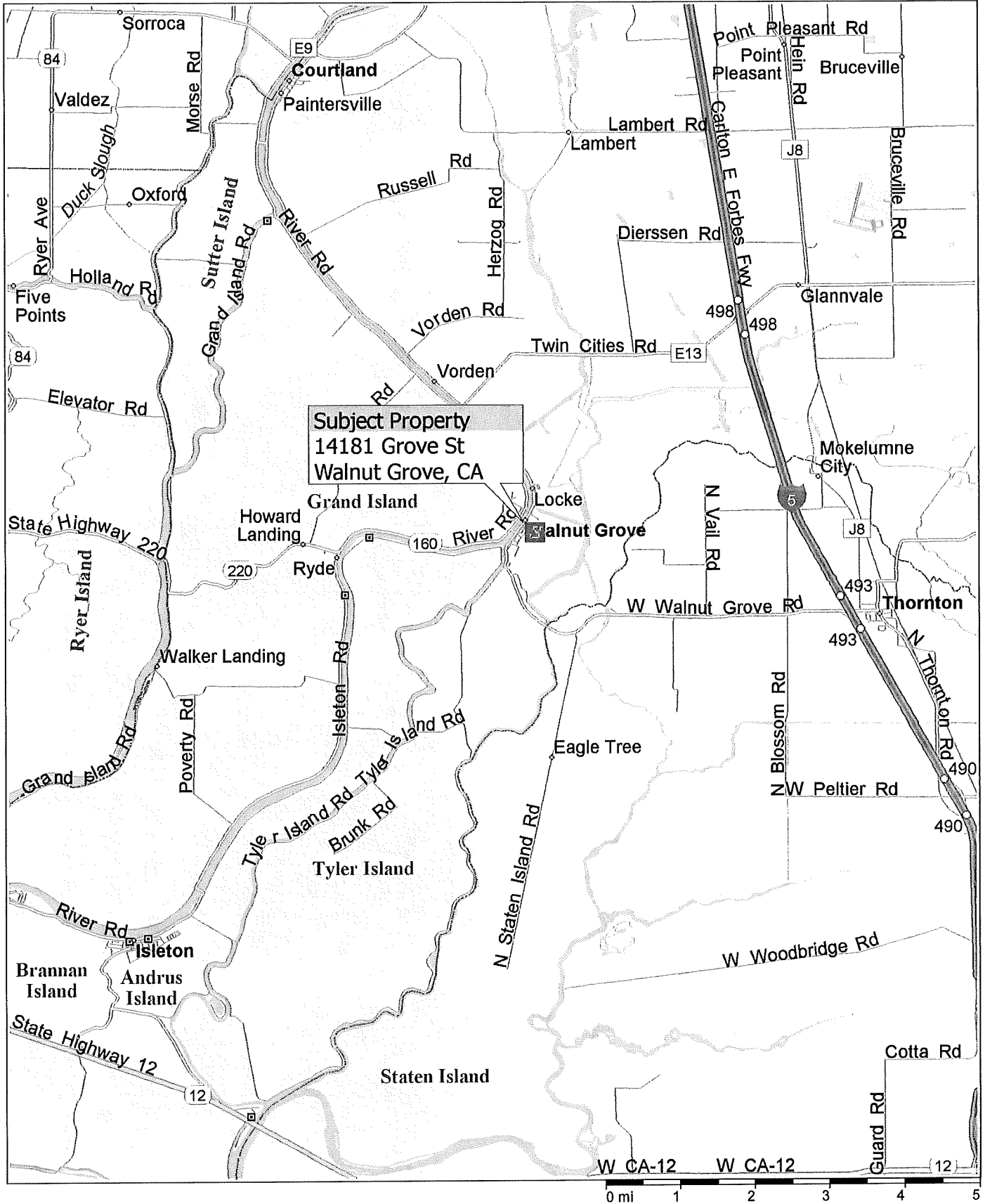
Property taxes are the principal source of revenue for the general operations of local government in California. The source has been under constraint since 1978 when voters approved Proposition 13. The initiative measure amended the California Constitution to limit taxation. The rate for all property subject to local taxation can be increased only 2% per year for property that has not been transferred. Under transfer, the assessed value is reappraised to reflect market value, but the 2% cap remains in effect each year thereafter. It should be noted that repayment of general

obligation indebtedness incurred prior to June 1978 is not subject to the 1% limit, so the property tax rates in some areas can be as high as 1.25%.

Conclusion

Overall, the Sacramento Metropolitan Area has much to offer in terms of transportation, land, buildings, and work force, including a well-educated population. The quality of life is good, outdoor recreation is available, and the cost of business facilities, land and housing are among the lowest in California. As a result, the rate of economic and population growth has remained stable and consistent with the other large metropolitan areas of the state.

MARKET AREA MAP



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MARKET AREA DESCRIPTION

General Description

The subject property is located in southern Sacramento County, within the delta community of Walnut Grove, which is located on the Sacramento River. This is west of Interstate 5, and on Highway 160, also known as the River Road that connects the small delta river communities of Walnut Grove, Locke, Isleton, Courtland and Hood. This neighborhood basically contains the economic, social, cultural, and developmental influences that are to the subject property. This property is an integral part of this area and/or neighborhood and cannot be separated by any dominant influences.

Land Uses

The community of Walnut Grove (population approximately 1,500) is located on both sides of the Sacramento River, with the older, more historic commercial area located on the east side, and the newer residential development located on the west side. The two sides are connected by a draw bridge over the river. The subject is located on the east side, just east of the commercial district. Most of the retail commercial uses area located along the highway on top of the levee that borders the river. However, there are some commercial and office uses in the first two or three blocks east of the levee/highway. Other uses, including residential, are located adjacent to this commercial core, and on the other side of the river. Outside of the community, the most prominent use is agriculture. The nearest area of major development is Elk Grove, to the northeast, with the Laguna Creek area between Interstate 5 and Highway 99 being heavily developed over the past 25 years.

Zoning

The eastern portion of Walnut Grove is within the Walnut Grove Special Planning Area, and is primarily designated commercial/residential or residential. There is some industrial designated property at the north end of the community and in the southeast portion, which are locations of existing packing facilities. However, most of the community is designated either commercial/residential or residential.

Traffic Patterns

Interstate 5 is the major traffic artery in a north-south direction for western Sacramento County providing access from Sacramento proper to San Joaquin County to the south. South of the urban area (Elk Grove) there are only four interchanges in southern Sacramento County and

Northern San Joaquin County for access to the freeway. Highway 160 is the River Road which meanders along the Sacramento River, primarily along the top of the levee. This highway is the primary access to the river towns of Hood, Courtland, Locke and Walnut Grove, and the many farms between Interstate 5 and the river. County roads provide access between Interstate 5 and Highway 160. Twin Cities Road runs from I-5 to the river, just north of Walnut Grove, and Walnut Grove-Thornton Road runs between I-5 and Walnut Grove at the south end of the community.

Traffic is very rarely congested in this rural area. Interstate 5 carries a very high volume of traffic but congestion usually occurs north of Elk Grove and during peak commute hours.

Transportation

There is no public transportation in the immediate area. The urban area of Sacramento is served by all major forms of transportation. The airport is located off of Interstate 5 north of the city center, and Amtrak has a station in downtown Sacramento. Major bus lines also serve the community.

Local Shopping and Commercial Areas

As stated previously, there are some commercial properties along the river road. Walnut Grove is a small community in a rural area. The nearest major shopping is in Elk Grove to the northeast or Lodi to the southeast. Elk Grove is now a city of over 150,000 which has had many new centers open in the last ten years. All are accessible via Interstate 5 to either Elk Grove Boulevard or Laguna Boulevard.

Schools and Parks

There are schools located in Walnut Grove, Clarksburg and in Elk Grove to serve this area. Most of the area is within the River Delta School District which runs along the river corridor in southwest Sacramento County and includes portions of Solano and Yolo counties. There are wildlife preserves, sanctuaries, and areas within this neighborhood which some would classify as parks. These are set aside for both wildlife habitat and preservation. Also they serve the area as wetlands preservation areas.

Community and Government Facilities

This area is governed by the County of Sacramento. Most community facilities such as churches, cultural organizations, schools and educational institutions are located in the urban area to the north. Walnut Grove has some churches and schools. All government facilities including

police and fire protection are provided by Sacramento County or in case of fire protection a subdivision or district which depends on the county for funding. There is sewer service to both Courtland and Walnut Grove as both are now linked to the large Sacramento Regional Sewer plant by interceptors.

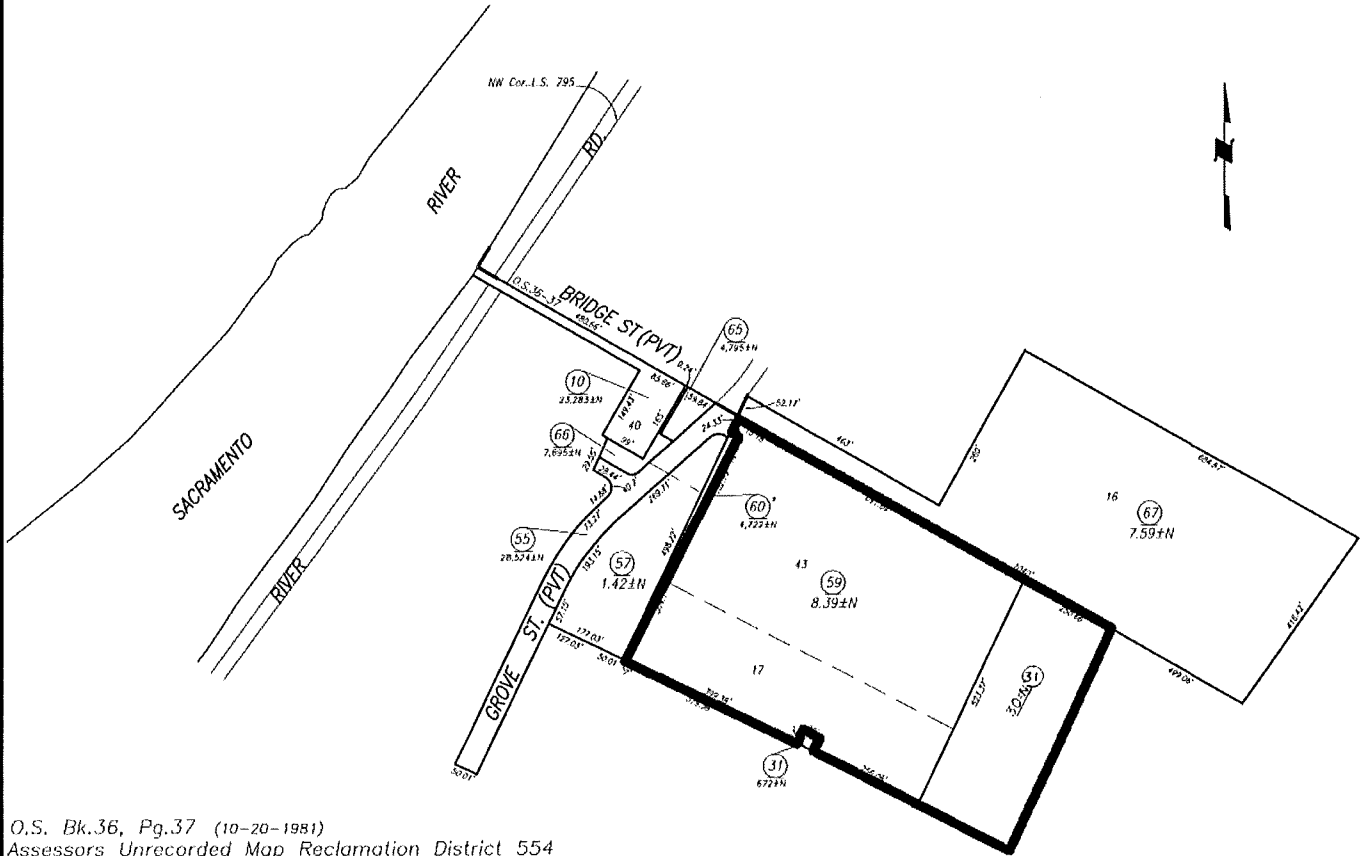
Conclusion

The small community of Walnut Grove is a stable delta community of approximately 1,500 residents. There is a limited supply of properties to develop, but it appears that currently supply and demand are in balance, as there are few properties available for sale. Prices paid for properties have not completely recovered from the economic downturn that affected the market between 2008 and 2012, but they have been relatively stable over the past two to three years. It is our opinion that this area will remain a small rural community with a mix of commercial and residential uses.

**PROPERTY
DESCRIPTION**

SUBJECT PROPERTY

POR. SEC. 35, T.5 N., R. 4 E., M. D. B. & M



O.S. Bk.36, Pg.37 (10-20-1981)
Assessors Unrecorded Map Reclamation District 554

PROPERTY DESCRIPTION

Owner of Record

River Delta Unified School District

Location

The subject property is located on the southeast corner of Warehouse Lane and South Street, just east of Grove Street, Walnut Grove, California. Its current address is 14181 Grove Street.

Legal Description

Please see title report in addenda.

Shape, Dimensions and Area

The subject property is rectangular in shape. Please see plat map facing previous page. It has approximately 922.24 feet of frontage along Warehouse Lane along its north boundary and approximately 552.07 feet of frontage along South Street, along its west boundary. It contains 11.39 acres according to County of Sacramento Assessor's Data.

Topography and Physical Characteristics

The subject property is generally level. It is improved with an elementary school in its western portion and the east portion is ball fields and play areas.

Zoning

APN 146-0170-059 is within the Walnut Grove Special Plan Area, and designated Residential by the plan. APN 146-0190-031 is outside of the SPA and is zoned AG-20. The Residential designation of the SPA allows for single family residential uses as designated RD-10 in the County Zoning Code (up to 10 units per acre). The AG-20 zone is an agricultural zone with a minimum site size of 20 acres. The subject's current use is considered a special use, which is allowed under the SPA and zoning code.

Utilities and Services

The subject property has all public utilities to the site.

Easements and Encroachments

A title report dated February 8, 2018 was provided by Fidelity National Title Company. A copy of this report is located in the addenda. This report indicates that there are existing easements for roadway and sewer purposes. The roadway runs along the north boundary and the sewer line runs along the south boundary. The proposed acquisition involves a strip adjacent to the existing sewer easement. The existing easements do not have an effect on the market value of the subject property. There were no adverse easements or encroachments noted.

Flood Plain

The subject property is within Zone X (Shaded) according to FEMA Panel 06067C 0560H, revised on August 16, 2012. Zone X (Shaded) is an area determined to be an area of 0.2% annual chance flood (500 year), an area of 1% annual chance flood (100 year) with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% chance flood (100 year).

Access

The subject property currently has legal and physical access to both Warehouse Lane and South Street, the latter being the primary access road for the school. It runs easterly from Grove Street, then turns north and runs along the west boundary of the school to Warehouse Lane.

Assessed Value and Taxes

| | | |
|-----------------------|--------------------------------|---------------------|
| Assessor's Parcel No. | <u>146-0170-059</u> | <u>146-0190-031</u> |
| Tax Code Area: | 056-021 | 056-052 |
| Assessed Value: | These parcels are not assessed | |

Improvement Description

The subject property is improved with an elementary school. No improvements are affected, and thus a full inspection of the school was not made.

History of the Property

The current owners have owned the subject property for over five years.

Present Use

The subject property is currently used as an elementary school.

HIGHEST AND BEST USE

Highest and best use is defined as:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

Implied in this definition is that the determination of use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation, wildlife habitats, and the like.

To estimate the highest and best use, four elements are considered:

1. Possible use. What uses of the site in question are physically possible?
2. Permissible legal use. What uses of the site are permitted by zoning and deed restrictions.
3. Feasible use. Which possible and permissible uses will produce a net return to the owner of the site?
4. Highest and best use. Among the feasible uses, which use will produce the highest net return or the highest present worth?

The highest and best use of the land or site if vacant and available for use may be different from the highest and best use of the improved property. This is true when the improvement is not an appropriate use, but it makes a contribution to the total property value in excess of the value of the site. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing form. The following tests must be met in estimating highest and best use. The use must be legal and probable, not speculative or conjectural. A demand for the use must exist and it must yield the highest net return to the land for the longest period.

These tests are applied to the improved and vacant property. To arrive at an estimate of highest and best use, the subject property was analyzed as though vacant and available for development and as improved.

Highest and Best Use – As Vacant

The subject property has two parcels with different zones. The larger, western parcel, which contains 8.39 acres, is within the Walnut Grove SPA and designated Residential. This designation allows for all residential development uses allowed under the County RD-10 zone. The eastern parcel is 3.0 acres and is zoned AG-20, as it is not within the boundaries of the SPA. However, since they are considered one larger parcel, it is our opinion that if vacant, they would be developed together. It is highly unlikely that a developer would create the maximum number of lots allowed on the western property, at 10 units per acre. However, one could potentially develop both parcels together, using the maximum (or close to the maximum) number of lots allowed on the western parcel. As discussed in the Market Area portion of this report, Walnut Grove is a small community of approximately 1,500 people. There is not a great deal of demand for new residential development at this time. However, there is also not much vacant land available for development. Residential use is the only legally permissible use that would also be financially feasible. The property could be developed as one, 11+ acre homesite, or subdivided into multiple sites. It has all utilities needed to the site. Based on our research, there is more demand in this area for one rural homesite, but the potential for subdivision increases its overall value. Therefore, it is our opinion that the highest and best use of the subject property, as vacant, is for residential development, with some potential for subdivision.

Highest and Best Use – As Improved

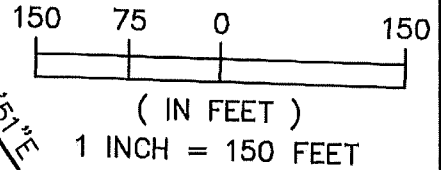
The subject is developed with an elementary school. This is a special use, and one that provides an important service to the community. The improvements are significant, and in above average condition. There is still demand for a school in the community, and thus it would not be beneficial to the community to close the school for new development. Therefore, it is our opinion that the highest and best use of the subject property is as improved, a school.

EXHIBIT 'B'



COUNTY OF SACRAMENTO
146-0170-067

AREA of EASEMENT
2,623±Sq.Ft./0.06±Ac.



RIVER DELTA UNIFIED
SCHOOL DISTRICT
APN 146-0170-059

N27°04'09"E
15.00'

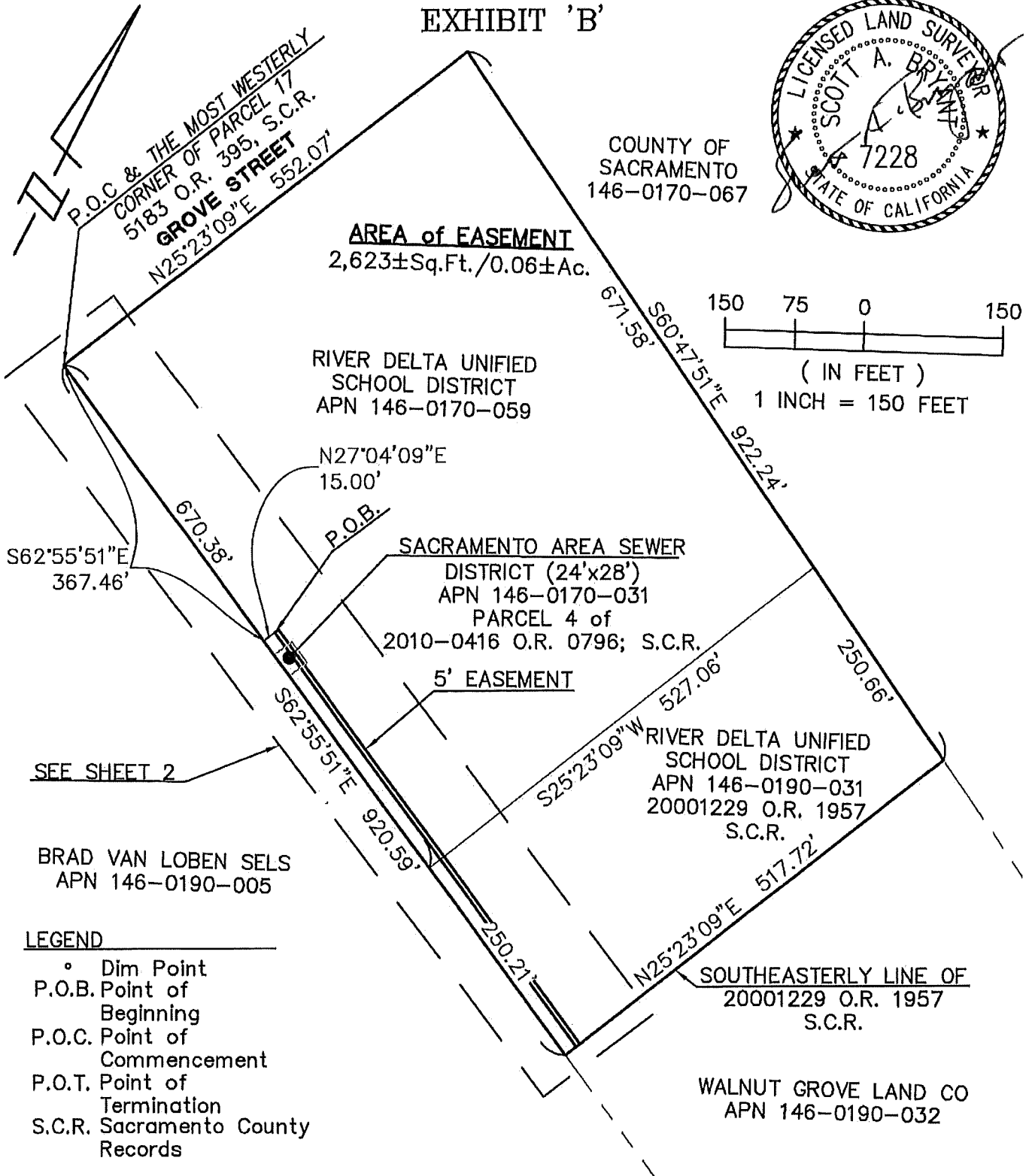
**SACRAMENTO AREA SEWER
DISTRICT (24'x28')**
APN 146-0170-031
PARCEL 4 of
2010-0416 O.R. 0796; S.C.R.

5' EASEMENT

RIVER DELTA UNIFIED
SCHOOL DISTRICT
APN 146-0190-031
20001229 O.R. 1957
S.C.R.

SOUTHEASTERLY LINE OF
20001229 O.R. 1957
S.C.R.

WALNUT GROVE LAND CO
APN 146-0190-032



SEE SHEET 2

BRAD VAN LOBEN SELS
APN 146-0190-005

LEGEND

- Dim Point
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.O.T. Point of Termination
- S.C.R. Sacramento County Records

**SACRAMENTO AREA SEWER DISTRICT
SANITARY SEWER EASEMENT**

WALNUT GROVE COUNTY OF SACRAMENTO STATE OF CALIFORNIA

DATE: 02/13/2018 SCALE: 1" = 150'

DRWN. BY: JMC CHK. BY: SAB SHEET 1 OF 2

Plotted: Feb/13/2018 5:02 PM | By: Josie.campbell
DWG: P:\6BR0041700 Walnut Grove Pump Station\SURVEY\CIVIL3D\151086_Easement_School.dwg

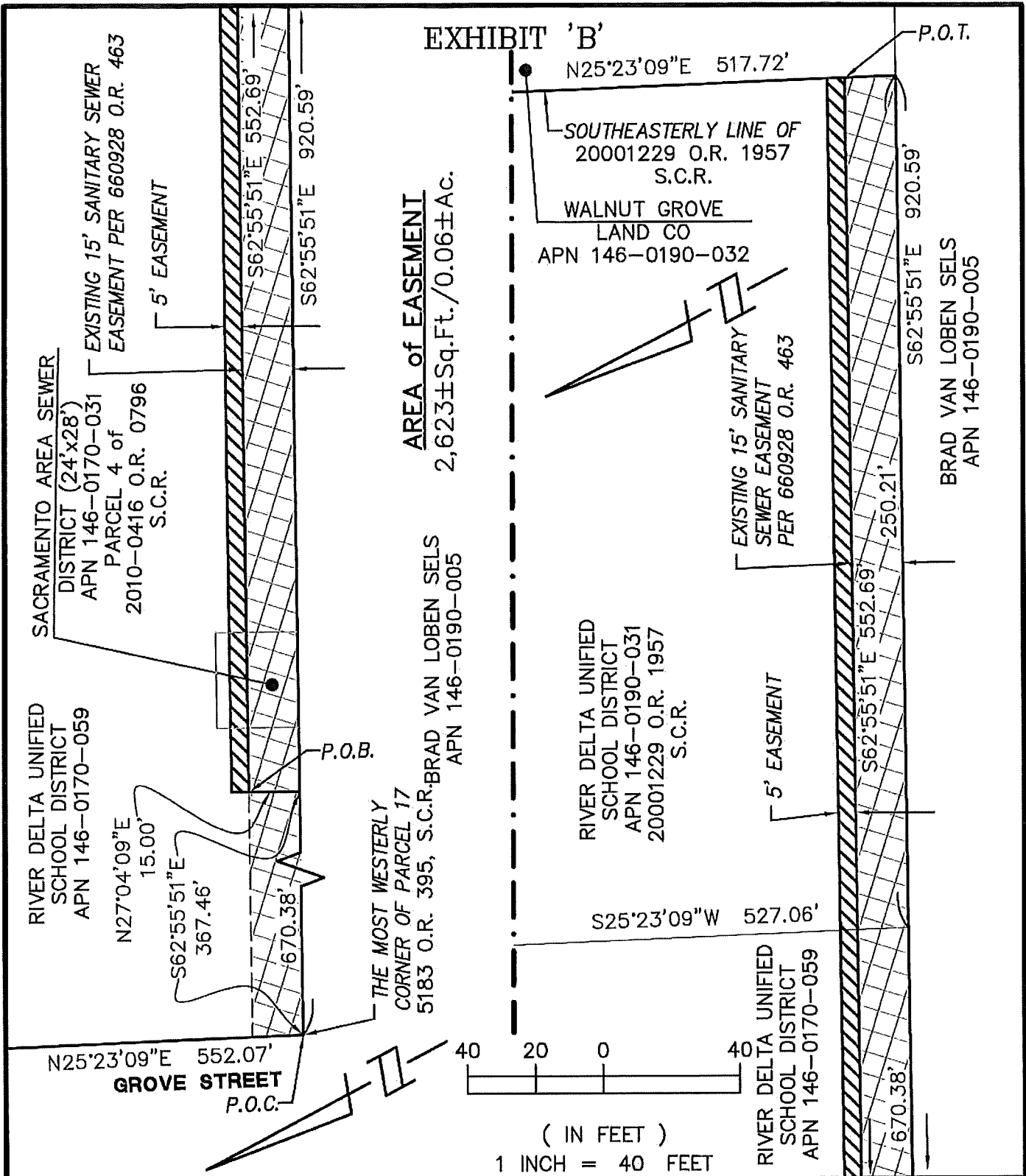
PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

PORTION TO BE ACQUIRED

The Sacramento Area Sewer District wishes to acquire a 0.060 acre (2,623 square foot) permanent sewer easement from the subject property. This is a 5' wide strip adjacent to the existing 15' sewer easement along the south boundary of the property. It will be used for an underground sewer line, running from an existing pump station which is proposed to be abandoned, to the pump station in the former treatment plant to the east. In addition, the district wishes to acquire a 0.262 acre (11,433 square foot) temporary construction easement along the north side of the above permanent easement, for use as work area during construction. These areas are shown on the maps on the facing page and following page.

EXHIBIT 'B'



**SACRAMENTO AREA SEWER DISTRICT
 SANITARY SEWER EASEMENT**

WALNUT GROVE COUNTY OF SACRAMENTO STATE OF CALIFORNIA

| | |
|------------------|-----------------|
| DATE: 02/13/2018 | SCALE: 1" = 40' |
| DRWN. BY: JMC | CHK. BY: SAB |
| SHEET 2 OF 2 | |

PSOMAS

1075 Creekside Ridge Drive, Suite 200
 Roseville, CA 95678
 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Feb/13/2018 5:00 PM | By: Joale.campbell
 DWG: P:\6BR0D41700 Walnut Grove Pump Station\SURVEY\CIVIL3D\151086_Easement_School.dwg

EXHIBIT 'B'



COUNTY OF SACRAMENTO
146-0170-067

AREA of TCE
11,433±Sq.Ft./0.26±Ac.

PARCEL 17
5183 O.R. 395; S.C.R.

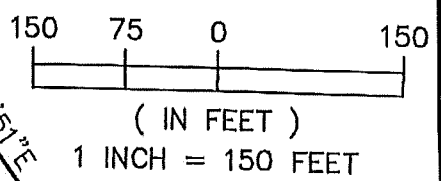
RIVER DELTA UNIFIED
SCHOOL DISTRICT
APN 146-0170-059

N27°04'09"E
15.00'
**SACRAMENTO AREA SEWER
DISTRICT (24'x28')**
APN 146-0170-031
PARCEL 4 of
2010-0416 O.R. 0796

RIVER DELTA
UNIFIED SCHOOL DISTRICT
APN 146-0190-031
20001229 O.R. 1957
S.C.R.

SOUTHEASTERLY LINE OF
20001229 O.R. 1957

WALNUT GROVE LAND CO
APN 146-0190-032



P.O.C. AND MOST WESTERLY CORNER OF
PARCEL 17; 5183 O.R. 395, S.C.R.
GROVE STREET
N25°23'09"E 552.07'

S62°55'51"E
367.46'

P.O.B.

SEE SHEET 2

BRAD VAN LOBEN SELS
APN 146-0190-005

LEGEND

- Dim Point
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- T.C.E. Temporary Construction Easement
- S.C.R. Sacramento County Records

**SACRAMENTO AREA SEWER DISTRICT
TEMPORARY CONSTRUCTION EASEMENT**

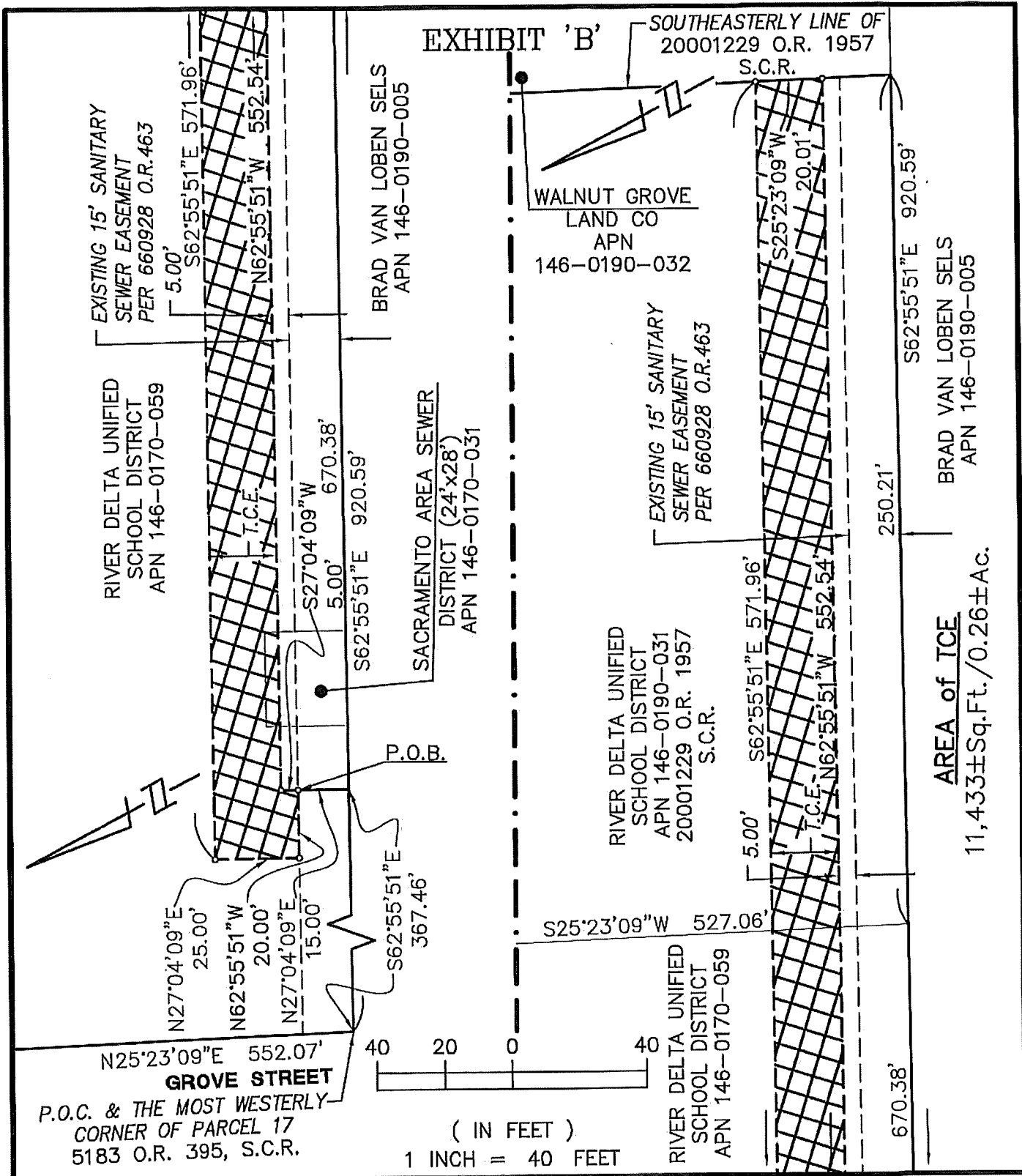
WALNUT GROVE COUNTY OF SACRAMENTO STATE OF CALIFORNIA

| | |
|----------------------------|------------------|
| DATE: 02/13/2018 | SCALE: 1" = 150' |
| DRWN. BY: JMC CHK. BY: SAB | SHEET 1 OF 2 |

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Feb/13/2018 4:47 PM | By: Joala.campbell
DWG: P:\6BRO041700 Walnut Grove Pump Station\SURVEY\CIVIL3D\161066_TCE_School.dwg



**SACRAMENTO AREA SEWER DISTRICT
TEMPORARY CONSTRUCTION EASEMENT**

WALNUT GROVE COUNTY OF SACRAMENTO STATE OF CALIFORNIA

DATE: 02/13/2018 SCALE: 1" = 40'
 DRWN. BY: JMC CHK. BY: SAB SHEET 2 OF 2

PSOMAS

1075 Creekside Ridge Drive, Suite 200
 Roseville, CA 95678
 (916) 788-0122 (916) 788-0600 (FAX)

Plotted: Feb/13/2018 4:47 PM | By: Josie.campbell
 DWG: P:\6BR0041700 Walnut Grove Pump Station\SURVEY\CIVL3D\151066_TCE_School.dwg



View of subject property looking easterly from Grove Street



View of rear of subject (play fields) looking southeasterly from Warehouse Lane



View of old shed near existing pump station



View of proposed easement to be acquired looking easterly from near existing pump station



View of proposed easement to be acquired looking easterly from near middle of south boundary



View of proposed easement to be acquired looking westerly from near middle of south boundary

VALUATION

VALUATION DISCUSSION

Traditionally, there are three approaches to value. The Cost Approach involves the estimation of the reproduction cost new of all improvements, deducting from this cost new depreciation from all causes to arrive at a depreciated reproduction cost. To this, the estimated market value of the land is added to arrive at a reliable indication of value. This approach is particularly valid when buildings are new or proposed and are proper improvements for the site. There are no improvements affected by the proposed acquisition. Thus the Cost Approach is not considered applicable and will not be utilized.

The Income Approach considered the present worth of future benefits derived from ownership and is measured through the capitalization of the property's projected income. The appraisal investigation develops a reliable estimate of the net operating income for the property and capitalizes this to an indication of value. Only a land value is required to estimate the market value of the area to be acquired and the subject is not a typical income producing site. There are no land leases of similar sites to analyze for the Income Approach. Thus, the Income Approach is not considered applicable and has not been utilized in estimating the market value of the subject property.

The Sales Comparison Approach is contingent upon the availability of comparable properties that have recently sold on the open market. Each sale is analyzed and its attributes compared with the subject property. Differences between each comparable and the subject are then adjusted to arrive at an indicated value from each transaction. The Sales Comparison Approach will be utilized in estimating the market value of the subject site.

Therefore, in estimating the value of the subject property, only the Sales Comparison Approach to value will be utilized.

As stated in the highest and best use section of this report, the highest and best use of the subject is as improved, a school, which is a special use. As vacant, the highest and best use is for residential use with potential for subdivision. Thus, to estimate the land value of the subject property, we have searched the surrounding area for similar size vacant residential properties, which have sold within the past 3± years, or are currently listed for sale, for use as comparable data. We have analyzed the sales and listings on the following pages. All have comparability to the subject property. Once the fee simple site value of the subject property is estimated, the appraisers will estimate the value of the areas to be acquired based on the estimated per acre value of the subject property.

VALUATION

The appraisers have analyzed the following data to estimate the market value of the subject site (land only). It is our opinion that these comparables are the most pertinent data available to come to a conclusion of value on the subject site.

| Data | Location | Date | Price | Size(Ac) | Zoning | Price/Ac |
|-------------|---|--------------------|--------------|-----------------|---------------|-----------------|
| 1 | S/sd Hood Franklin W/of Franklin 132-0262-006 | Nov-15 | \$210,000 | 5.21 | AG-20 | \$40,307 |
| 2 | E. Sherman Island Levee Rd Rio Vista 158-0050-008 | Current Listing | \$185,000 | 8.10 | AG-80 | \$22,840 |
| 3 | E. Sherman Island Levee Rd Rio Vista 158-0070-052 | Dec-17 | \$170,000 | 11.75 | AG-80 | \$14,468 |
| 4 | Jackson Blvd Isleton 157-0100-069, 070 071 | Aug-17 | \$135,000 | 13.73 | MH | \$9,836 |
| 5 | Franklin Blvd Point Pleasant 132-0223-005, 006 | Oct-16 | \$420,000 | 21.74 | AG-20 | \$19,319 |
| 6 | 28400 N. Thornton Rd N/of Barber Rd 001-110-36 | Feb-15 | \$445,000 | 22.09 | AG-40 | \$20,145 |

Comparable 1 is a rural home site just west of the community of Franklin which fronts on Hood-Franklin Road. This 5.21 acre site sold in November, 2015 for \$210,000 which amounts to just over \$40,000 per acre. This location just outside the City of Elk Grove is slightly superior to the subject in Walnut Grove, but it is smaller than the subject. Both are semi-rural locations, but the subject does have access to public water and sewer. Thus, the subject is considered superior to this comparable as it can be subdivided, but an adjustment must be made for size. Therefore, this comparable indicates a unit value at or near \$40,000 per acre for the subject site.

Comparable 2 is an 8.1 acre site on Sherman Island, west of the Highway (160) where it makes the turn south toward the Antioch Bridge. This is just northeast of the small community that fronts on the Sacramento River near the west end of the island. This parcel is currently on the market for \$185,000 or \$22,840 per acre. There are two other sites nearby at similar prices. This is not a closed transaction and thus should be adjusted downward for that factor. This is an open

site with no trees or any amenities. It lacks the subject's public sewer and water and potential for subdivision. Overall, it is inferior to the subject and indicates a value greater than \$22,840 per acre for the subject property.

Comparable 3 is also on Sherman Island. This site is east of Highway 160 between the Sacramento River and the Antioch Bridge. It is at the corner of Sherman Island Levee Road and The Levee Road along or adjacent to the San Joaquin River, just east of the bridge. This 11.75 acre property sold in December, 2017 for \$170,000 or \$14,468 per acre. It is a rural location but near the City of Oakley as it is just across the bridge from that city. It does not have public sewer or water. This property was listed at \$199,000 and sold in approximately one year on the market. It was advertised as a waterfront property but the road and levee is between the property and the river. Overall, this site is inferior to the subject site and indicates a value greater than \$14,468 per acre for the subject site.

Comparable 4 is located on the outskirts of Isleton on Jackson Boulevard. This is a 13.75 acre site that has been proposed for a mobile home park. It sold in August, 2017 for \$135,000 or just under \$10,000/acre. This was not a distressed sale but the broker stated it was listed low for a "quick sale". Public sewer and water are not at the site, but are less than one block west. Overall, this property, which is similar in size to the subject, is inferior to the subject as it sold below market and has inferior topography. Thus, it indicates a site value for the subject site greater than \$10,000/acre.

Comparable 5 is a 21.74 acre property in Point Pleasant, south of Elk Grove and north of the Sacramento-San Joaquin County Line. This property is at the corner of Franklin Road and Point Pleasant Road and has subsequently been improved with an orchard. It sold in October, 2016 for \$420,000 or just under \$20,000 per acre. This is a slightly inferior location when compared to the subject and does not have public sewer or water. However, it does have a good rural location and is nearly double the size of the subject property. It lacks the subject's potential to be developed further with residential units. Therefore, it is our opinion that this property is inferior when compared to the subject property and indicates a unit value for the subject property greater than \$19,319 per acre.

Comparable 6 is a 22.09 acre property in the community of Thornton, just south of the Sacramento-San Joaquin County line. This property has subsequently been improved with an orchard. This property sold in February, 2015 for \$445,000 which amounts to \$20,145 per acre. Although this is a large rural home site, it was purchased to plant an almond orchard. It is in an area of vineyards and orchards. This property also has river frontage on the Mokelumne River. It sold for the listing price and was on the market approximately one year. It is larger than the subject and within a community similar to the subject, but lacks the subject's zoning and public sewer and

water. Thus this property is considered inferior to the subject and indicates a unit value greater than \$20,145 per acre for the subject property.

In conclusion, the above data indicates prices paid for rural properties from just over 5 acres to 22 acres have sold from \$135,000 to a high of \$440,000. When shown on a unit basis the range is from just under \$10,000 per acre to just over \$40,000 per acre. We are of the opinion that the subject should be placed at the top of the range. It is within a SPA and has the potential for development. In addition, public sewer and water are already developed to the site. Based on this data it is our opinion that the market value of the subject site (land only) is \$40,000 per acre. This is within the range of the above comparables.

Value of Portion to be Acquired

The Sacramento Area Sewer District wishes to acquire a 0.060 acre permanent sewer easement along the south boundary of the property, adjacent to an existing sewer easement. The proposed easement is for underground pipeline purposes, and the surface can continue to be used for play fields, as part of the school. Thus, it is our opinion that the owner and SASD will be sharing the use of this area, and 50% of fee simple is appropriate. Based on the above valuation, the value of the area to be acquired is as follows:

$$0.060 \text{ Acre} \times \$40,000/\text{Acre} \times 50\% = \$1,200.00$$

Value of Temporary Construction Easements

SASD also wishes to acquire a temporary construction easement containing 0.262 acre, adjacent to the above permanent easement, for use as work area during installation of the new pipe. The value of this temporary construction easement will be estimated by a rental charge for a 1-year period. The rent will be based on a percent of the value or return on investment by the owner.

Economic indicators taken from Bankrate.com and from information provided by Mortgage Companies indicate the prime rate at 4.75% and mortgage rates are currently between 4.125% and 4.75% in the area. In addition, short-term bridge loans for land mortgage rates are currently between 9.9% and 14.5% in the area. During the rental period, the County's contractor will be using the property in a way that is not compatible with the present use. The County is a low risk, stable user of the TCE, hence an annual rental rate of 10% is concluded. This is slightly higher than the current rate for a typical income producing property, but still considered a reasonable rate of return on a real estate investment, and the easement is only for a portion of the property at a use that is not compatible with the current use of the subject. A short-term bridge loan is comparable to a TCE, as the loan is based on the value of the land used as collateral, the

interest paid is comparable to the TCE rent, and the land owner gets the land back at the end of the loan period.

As stated, the easement contains 0.262 acre. Since the owner will not have any use of the area during construction, the entire area will be considered for payment and/or rent. Its value is as follows:

$$0.262 \text{ acre} \times \$40,000/\text{acre} \times 10\% = \$1,048.00$$

Value of Improvements

The only improvements affected by the proposed acquisition are landscaping improvements, including grass and trees. It is our understanding that the grass will be replaced, and any affected trees will be replaced by the contractor. There is also an old shed, adjacent to the pump station. It is our opinion that this old shed, which does not appear to be utilized by the school, has no contributory value. Thus, no payment is necessary for improvements.

Severance Damages

We have analyzed the subject property in the after condition, under the hypothetical assumption that the project has been completed in the manner proposed. The subject property is a developed school. The proposed acquisition is a pipeline easement which will be located along the south boundary. It is our opinion that the value of the remainder will remain the same in the after condition, as the school is not affected and the potential development of the site, as vacant, is not affected. Therefore, it is our opinion that there are no severance damages accruing to the remainder of this parcel as a result of this acquisition, and the construction of the project in the manner proposed.

Benefits

It is our opinion that this project does not benefit the subject property.

Construction Contract Work

None.

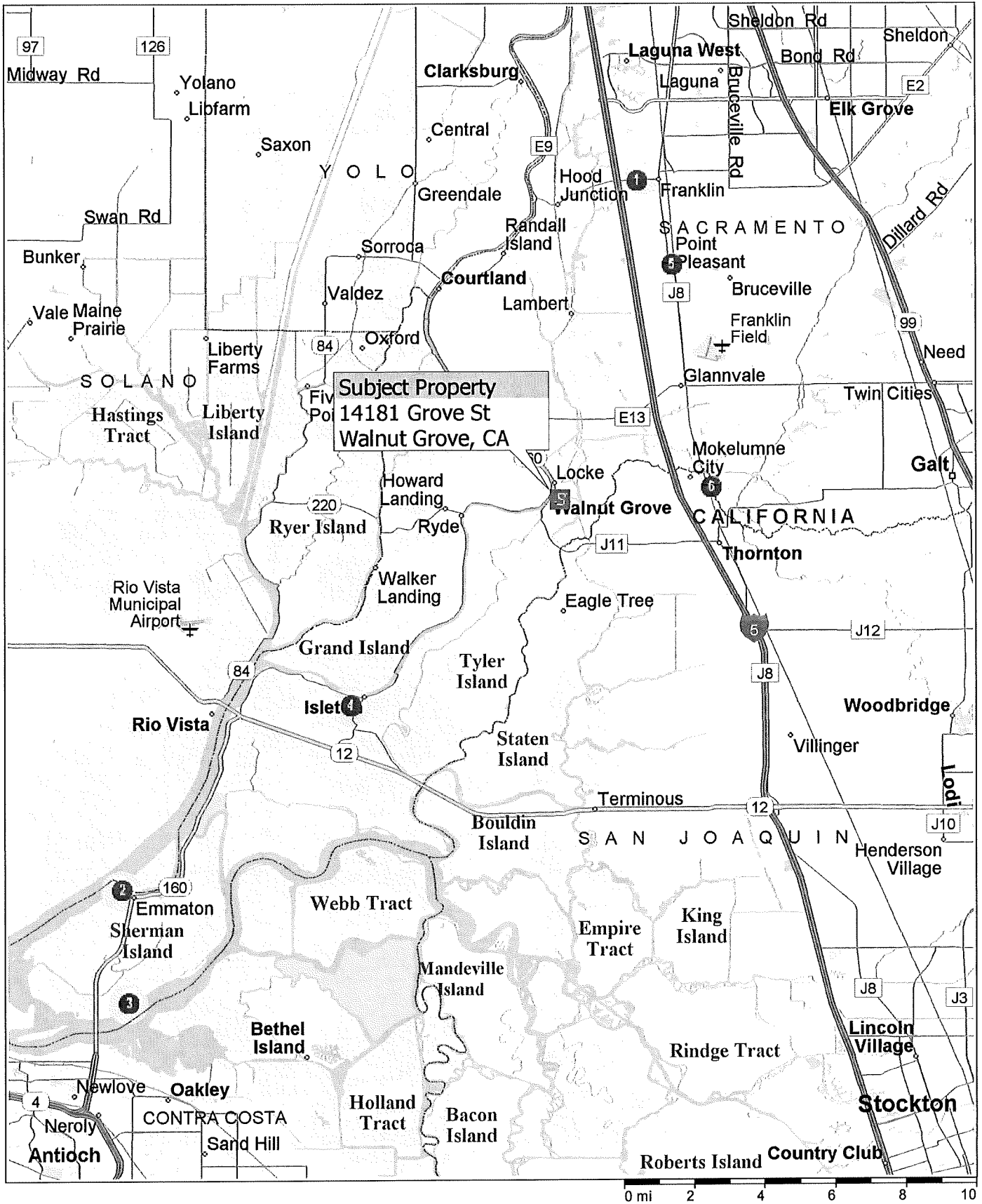
Just Compensation

Based on the above valuation and analysis, the total just compensation due to the property owner as a result of the proposed acquisition is as follows:

| | | | |
|---|---|--------------|-------------------|
| Value of Subject Property in Before Condition: (11.39 Acres x \$40,000/Acre) | = | \$455,600 | |
| Value of Area to be Acquired: | | | |
| <u>Permanent Sewer Easement</u> | | | |
| 0.060 Acre x \$40,000/Acre x 50% | = | | \$1,200.00 |
| Value of Remainder as Part of the Whole: | = | \$454,400.00 | |
| Estimated Value Before Considering Benefits: | = | \$454,400.00 | |
| Damages (\$454,400 - \$454,400) | = | \$ 0 | |
| Less Benefits (\$454,400 - \$454,400) | = | <u>\$ 0</u> | |
| Net Damages: | = | \$ 0 | \$ 0.00 |
| Temporary Construction Easement | | | |
| 0.262 Acre x \$40,000/Acre x 10% x 1 Yr | = | | <u>\$1,048.00</u> |
| Total Estimated Compensation: | = | | \$2,248.00 |
| Rounded to: | | | \$2,300 |

ADDENDA

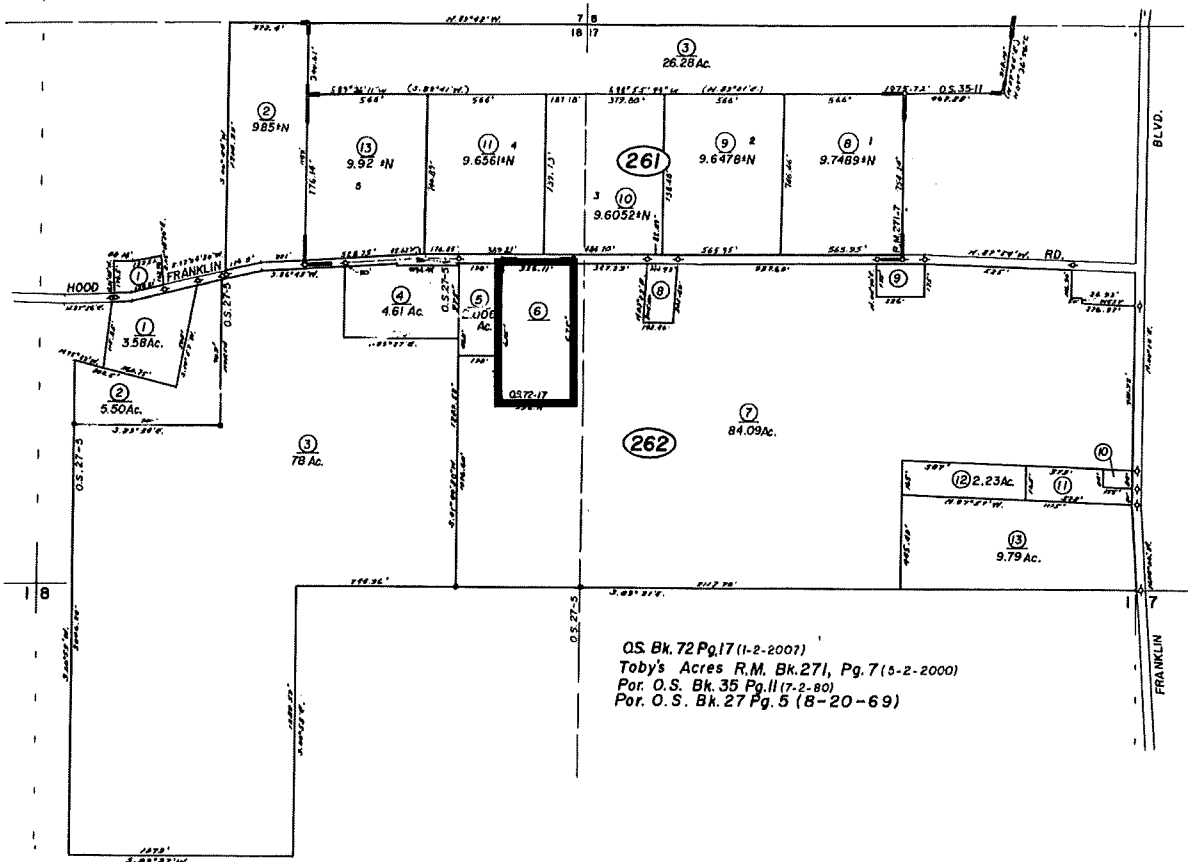
COMPARABLE DATA MAP



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POR. SEC'S 17 & 18, T. 6 N., R. 5 E., M.D.B. & M.



COMPARABLE NO. 1

COUNTY: Sacramento
A.P.N.: 132-0262-006
GRANTOR: Gary, Roger & Wayne Traina
GRANTEE: Inderjeet Singh
LOCATION: S/S Hood Franklin Road, W/O Franklin Rd
DATE OF SALE: 10-14-2015
RECORDING DATE: 11-13-2015 (#0804)
SELLING PRICE: \$210,000
1st MORTGAGE: --
2nd MORTGAGE: --
DOWN PAYMENT: Not Disclosed
PARCEL SIZE: 5.21 Acres
ZONING: AG-20
PRICE/AC: \$40,307
UTILITIES: Electricity, telephone
TOPOGRAPHY: Level
ACCESS: Hood Franklin Road
VEGETATIVE COVER: Native vegetation
COMMENTS: Property had no improvements at time of sale. Advertised as a rural home site. Listed at \$239,000 and sold after 7 months on the market. This is located between the community of Franklin and Interstate 5.

VERIFIED: Gil Albiani, listing broker; County Records
DATE INSPECTED: 3-14-2018
BY: Dwight Pattison
Michael Pattison

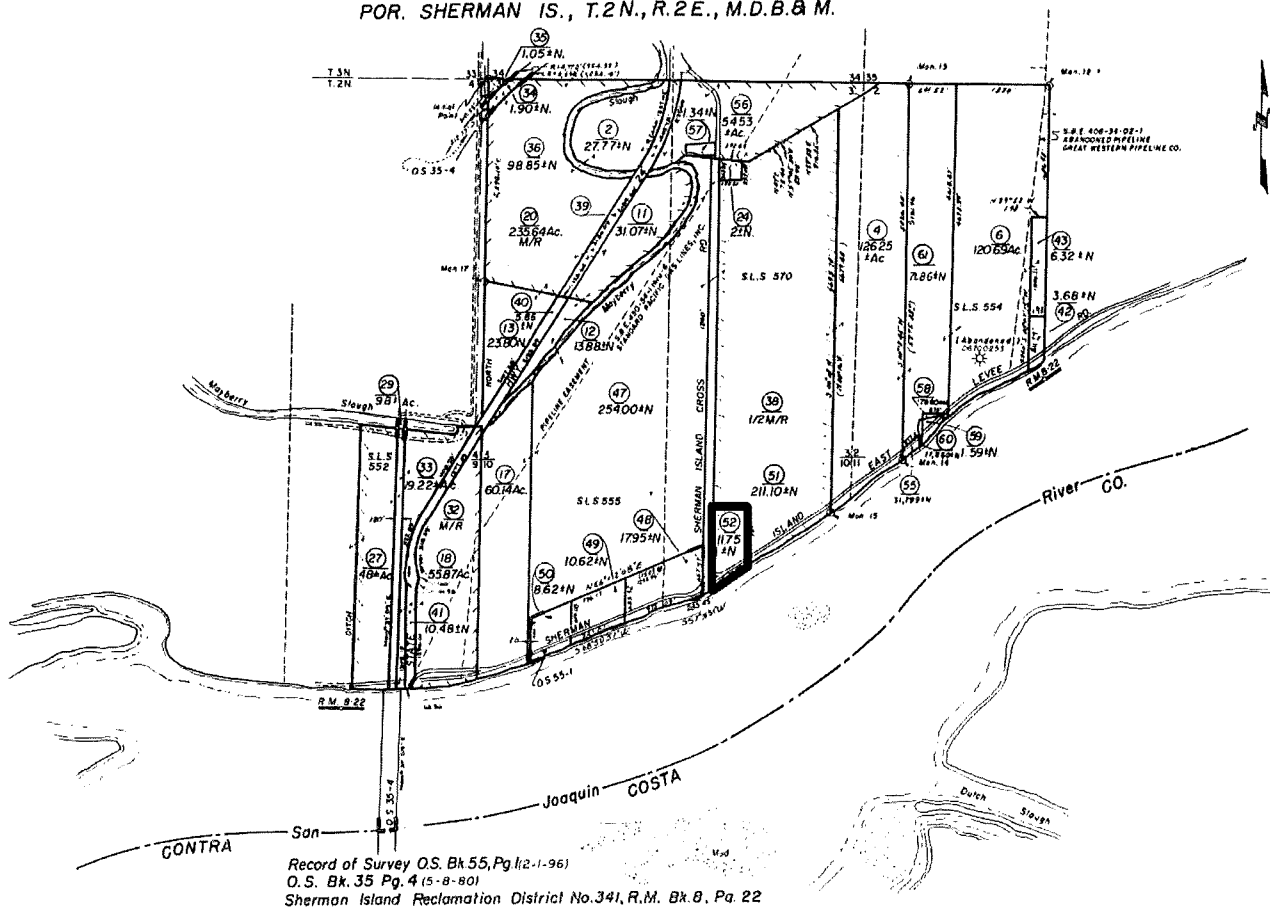
COMPARABLE NO. 2

COUNTY: Sacramento
A.P.N.: 158-0050-008
OWNER: David & Don Celli
GRANTEE: Century 21- M&M Assoc.
LOCATION: S/S West Sherman Island Road, W/O Highway 160
DATE OF SALE: N/A
RECORDING DATE: N/A
LISTING PRICE: \$185,000
1st MORTGAGE: --
2nd MORTGAGE: --
DOWN PAYMENT: --
PARCEL SIZE: 8.1 Acres
ZONING: AG-80
PRICE/AC: \$22,840
UTILITIES: Electricity, telephone
TOPOGRAPHY: Level to gently sloping from road
ACCESS: West Sherman Island Road
VEGETATIVE COVER: Native vegetation
COMMENTS: Property has no improvements. It is one of three sites now listed for sale in this area. All are similar in size.

VERIFIED: Chad Cabral, listing agent
DATE INSPECTED: 3-14-2018
BY: Dwight Pattison
Michael Pattison



POR. SHERMAN IS., T.2N., R.2E., M.D.B. & M.



COMPARABLE NO. 3

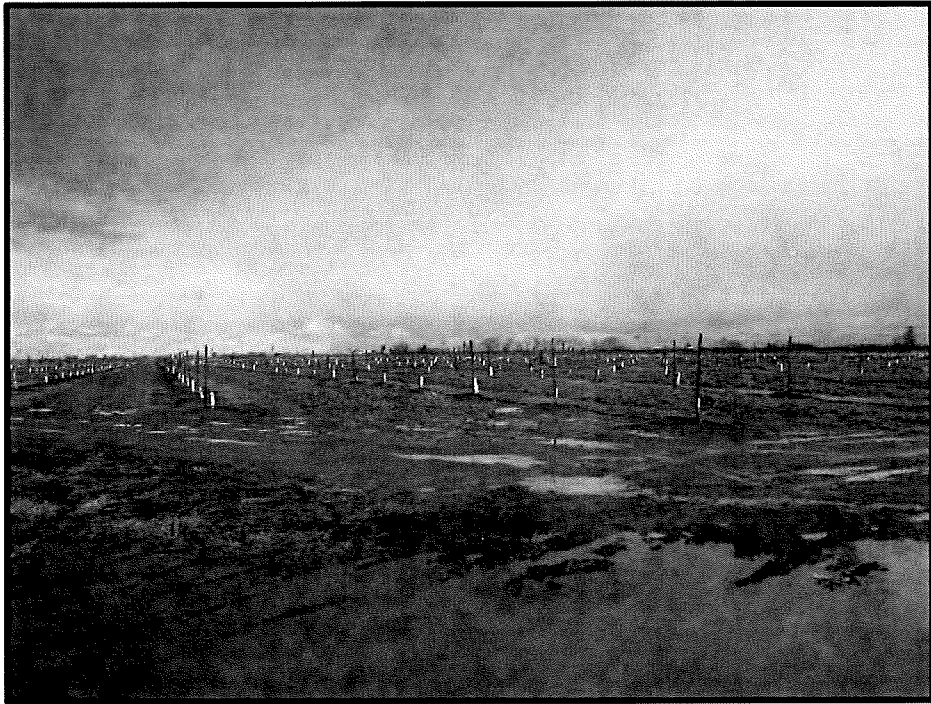
COUNTY: Sacramento
A.P.N.: 158-0070-052
GRANTOR: Edward D'Chairo; Amy Chandler
GRANTEE: Javier Vasquez; Veronica Gasper
LOCATION: W/S East Sherman Island Cross Road @ Sherman Is. Levee Rd
DATE OF SALE: 9-6-2017
RECORDING DATE: 12-27-2017 (#0037)
SELLING PRICE: \$170,000
1st MORTGAGE: --
2nd MORTGAGE: --
DOWN PAYMENT: Not Disclosed
PARCEL SIZE: 11.75 Acres
ZONING: AG-20
PRICE/AC: \$14,468
UTILITIES: Electricity, telephone
TOPOGRAPHY: Level
ACCESS: Sherman Island Cross Road; Sherman Island Levee Road
VEGETATIVE COVER: Native vegetation
COMMENTS: Property had no improvements at time of sale. Advertised as a rural home site with river frontage as it fronts on the levee of the San Joaquin River. Listing lowered to \$199,000 and sold after approximately one year on the market. This is located just east of the Antioch Bridge.

VERIFIED: Rebecca Cabal, listing agent; County Records
DATE INSPECTED: 3-14-2018
BY: Dwight Pattison
Michael Pattison

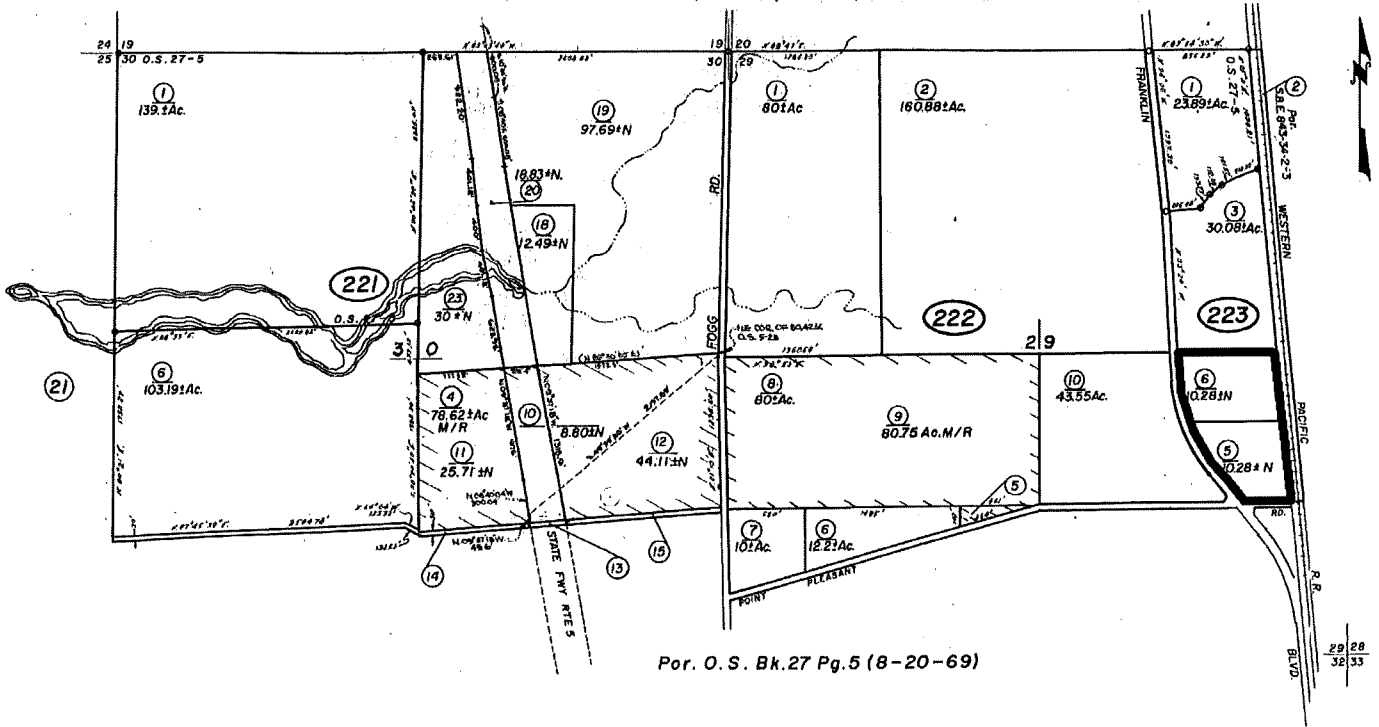
COMPARABLE NO. 4

COUNTY: Sacramento
A.P.N.: 157-0100-069, 070, 071
GRANTOR: Seyed Mohaddress
GRANTEE: Michael Comfort
LOCATION: S/S Jackson Blvd, S/P Terminous Road, Isleton
DATE OF SALE: 8-10-2017
RECORDING DATE: 8-23-2017 (#1333)
SELLING PRICE: \$135,000
1st MORTGAGE: --
2nd MORTGAGE: --
DOWN PAYMENT: Not Disclosed
PARCEL SIZE: 13.73 Acres
ZONING: MH
PRICE/AC: \$9,836
UTILITIES: Electricity, telephone
TOPOGRAPHY: Level to rolling
ACCESS: Jackson Blvd
VEGETATIVE COVER: Native vegetation
COMMENTS: Property had no improvements at time of sale. A trailer park has been proposed for this property. Would allow 109 spaces according to broker.

VERIFIED: Valarie Van Horn; County Records
DATE INSPECTED: 3-14-2018
BY: Dwight Pattison
Michael Pattison



POR. SECS. 29 & 30, T.6N., R.5E., M. D.B. & M.



Por. O. S. Bk. 27 Pg. 5 (8-20-69)

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| 29 | 28 |
| 32 | 33 |

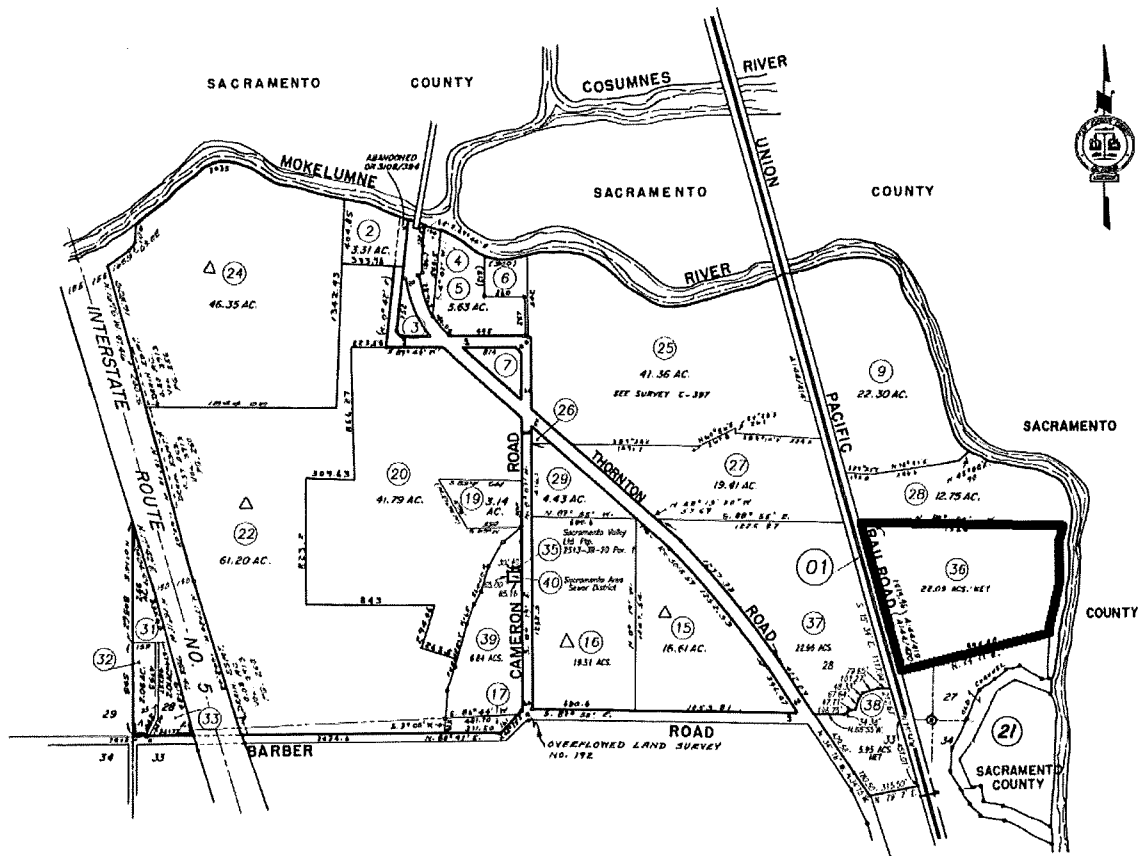
COMPARABLE NO. 5

COUNTY: Sacramento
A.P.N.: 132-0223-005, 006
GRANTOR: Henry & May Lai
GRANTEE: Crocker Acana, LLC
LOCATION: E/S Franklin Road, N/O Point Pleasant Road
DATE OF SALE: 8-5-2016
RECORDING DATE: 10-31-2016 (#1118)
SELLING PRICE: \$420,000
1st MORTGAGE: --
2nd MORTGAGE: --
DOWN PAYMENT: Not Disclosed
PARCEL SIZE: 21.74 Acres
ZONING: AG - 20
PRICE/AC: \$19,319
UTILITIES: Electricity, telephone
TOPOGRAPHY: Level
ACCESS: Franklin Road, Point Pleasant Road
VEGETATIVE COVER: Native vegetation (Pasture) at time of sale
COMMENTS: Property had no improvements at time of sale. Parcel has subsequently been planted with an almond orchard. Buyer was owner of property to the west across Franklin Road.

VERIFIED: Larry Lawrence, listing agent; County Records
DATE INSPECTED: 3-14-2018
BY: Dwight Pattison
Michael Pattison



POR. SEC. 27,28,33, & 34, T.5N. R.5E., M.D.B.&M.



COMPARABLE NO. 6

COUNTY: San Joaquin
A.P.N.: 001-110-36
GRANTOR: John Carl Bender Trust
GRANTEE: Fifteenplex Mills Street, LLC
LOCATION: E/O Thornton Road, N/O Barber Road, Thornton
DATE OF SALE: 1-21-2015
RECORDING DATE: 2-6-2015 (#013846)
SELLING PRICE: \$445,000
1st MORTGAGE: --
2nd MORTGAGE: --
DOWN PAYMENT: Not Disclosed
PARCEL SIZE: 22.09 Acres
ZONING: AG-40
PRICE/AC: \$20,145
UTILITIES: Electricity, telephone
TOPOGRAPHY: Level
ACCESS: Easement from extension of Barber Road
VEGETATIVE COVER: Native vegetation (Pasture) at time of sale
COMMENTS: Property had no improvements at time of sale. Parcel has subsequently been planted with an almond orchard. Barber Road has a railroad crossing that provides access to the property.

VERIFIED: Tiffany Oreglia, listing agent; County Records
DATE INSPECTED: 3-14-2018
BY: Dwight Pattison
Michael Pattison

EXHIBIT "A"
SANITARY SEWER EASEMENT
LEGAL DESCRIPTION

All that real property situate in the County of Sacramento, State of California, being a portion of Section 35, Township 5 North, Range 4 East, Mount Diablo Meridian, being described as follows:

A strip of land the uniform width of 5.00 feet, measured at right angles, lying northeasterly of and contiguous to that certain sanitary sewer easement being 15.00 feet wide as described in that certain grant of easement recorded in Book 660928, at Page 463, Official Records of Sacramento County, the southwesterly line of said strip being more particularly described as follows;

COMMENCING at the most westerly corner of that certain tract of land designated "Parcel No. 17," as shown on that certain Document entitled "Map Showing Survey Control and Proposed Pipeline Easements for Walnut Grove Sewer Assessment District", Recorded in Book 5183, page 395, Sacramento County Official Records, thence along the southwesterly line of said Parcel No. 17 and said sanitary sewer easement, South 62°55'51" East 367.46 feet; thence leaving and perpendicular to last said line, North 27°04'09" East 15.00 feet to a point on the northeasterly line of said sanitary sewer easement, said point also being the **POINT OF BEGINNING**, thence South 62°55'51" East 552.69 feet terminating at the southeasterly line of the lands described in that certain deed recorded in Book 20001229, Page 1957, Official Records of Sacramento County and the **POINT OF TERMINATION**.

The sidelines of said strip shall be lengthened or shortened to terminate at last said southeasterly line.

EXCEPTING THEREFROM; that portion of said 5.00 wide strip lying within the lands of the Sacramento Area Sewer District as described in that certain grant deed recorded in Book 201000416, at Page 0796, Sacramento County Official Records.

Containing 2,623 square feet (0.06 acres), more or less.

The basis of bearings for this description is NAD 83, California Coordinate System (CCS83), Zone 2 (2011 epoch). All distances cited herein are ground values, which are the basis for the areas shown hereon. To obtain grid values multiply the distances by 0.99998206.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

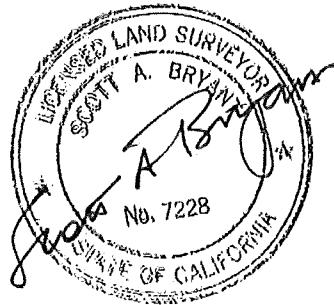


EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

All that real property situate in the County of Sacramento, State of California, being a portion of Section 35, Township 5 North, Range 4 East, Mount Diablo Meridian, also being a portion of that certain tract of land designated "Parcel No. 17" as shown on that certain document entitled "Map Showing Survey Control and Proposed Pipeline Easements for Walnut Grove Sewer Assessment District", recorded in Book 5183, Page 395, Official Records of Sacramento County, described as follows;

COMMENCING at the most westerly corner of that certain tract of land designated "Parcel No. 17," as shown on said document(5183 O.R. 395), thence along the southwesterly line thereof South $62^{\circ}55'51''$ East 367.46 feet; thence leaving and perpendicular to last said line North $27^{\circ}04'09''$ East 15.00 feet to a point on the northeasterly line of that certain sanitary sewer easement being 15.00 feet wide as described in that certain grant of easement recorded in Book 660928, at Page 462, Official Records of Sacramento County, said point also being the **POINT OF BEGINNING**; thence along said northeasterly line North $62^{\circ}55'51''$ West 20.00 feet; thence leaving and perpendicular to last said line North $27^{\circ}04'09''$ East 25.00 feet; thence South $62^{\circ}55'51''$ East 571.96 feet to the southeasterly line of the lands described in that certain grant deed recorded in Book 20001229, at Page 1957, Official Records of Sacramento County; thence along said southeasterly line South $25^{\circ}23'09''$ West 20.01 feet; thence leaving last said line North $62^{\circ}55'51''$ West 552.54 feet; thence South $27^{\circ}04'09''$ West 5.00 feet to the **POINT OF BEGINNING**.

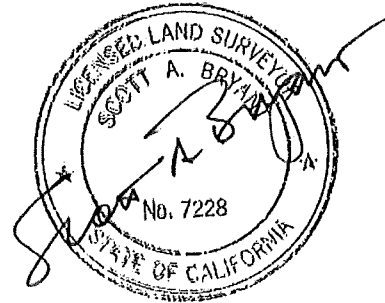
EXCEPTING THEREFROM; that portion of the above described land lying within the lands of the Sacramento Area Sewer District as described in that certain grant deed recorded in Book 2010-0416, at Page 0796, Sacramento County Official Records.

Containing 11,433 square feet (0.26 acres), more or less.

The basis of bearings for this description is NAD 83, California Coordinate System (CCS83), Zone 2 (2011 epoch). All distances cited herein are ground values, which are the basis for the areas shown hereon. To obtain grid values multiply the distances by 0.99998206.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description



Department of General Services

Michael M. Morse, Director



Divisions

Administrative and Business Services
Construction Management and Inspection
Contract and Purchasing Services
Facility and Property Services
Fleet Services

County of Sacramento

March 6, 2018

River Delta Unified School District
14193 Grove Street
Walnut Grove, CA 95690

River Delta Unified School District
445 Montezuma St
Rio Vista, CA 94571

Re: Walnut Grove Pump Station Abandonment Project

Dear Property Owner,

The Sacramento Area Sewer District (SASD) is proposing to abandon Pump Station S064 in Walnut Grove due to the deterioration of civil, mechanical, electrical and structural components. This project will also include the abandonment of 2,000 linear feet of force main pipeline and the installation of 2,000 of gravity pipeline.

Your property, located at 14181 Grove Street and Warehouse Street, Walnut Grove, CA 95690, APNs 146-0170-059 and 146-0190-031 is within the project area. The project requires approximately 2,623 square feet for a permanent sanitary sewer easement, as well as approximately 11,433 square feet for a temporary construction easement.

The County of Sacramento Real Estate Division (working on behalf of SASD) has contracted with an independent appraiser to perform an appraisal of the required real property interests needed for this project. As part of the appraisal process, it will be necessary for the appraiser to conduct an inspection of your property to aid in the determination of just compensation. You or your representative may accompany the appraiser on this inspection if you wish to do so. Under the law you are entitled to meet with the appraiser at the time of the property inspection. You may have information that will be valuable to the appraiser. At the same time, the appraiser can answer questions you may have about the project and the appraisal process. Please contact the appraiser as soon as possible so that an on-site inspection of your property can be arranged.

Appraiser contact information is:

Pattison & Associates, Inc.
2378 Maritime Drive, Suite 110
Elk Grove, CA 95758
Attn: Dwight or Mike Pattison
(916) 714-3010

I have enclosed an informational pamphlet titled "INFORMATION GUIDE FOR PROPERTY OWNERS" which will provide you with information concerning land acquisition procedures. Also enclosed for your information is a copy of "COUNTY OF SACRAMENTO TITLE VI POLICY STATEMENT" with attached "RIGHT OF WAY TITLE VI DISCRIMINATION COMPLAINT" form.

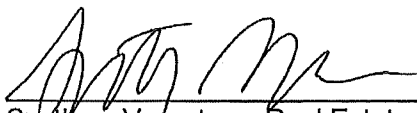
All services and/or benefits to be derived from any right of way activity will be administered without regard to race, color, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d, et seq.) and Section 162(a) of the Federal Highway Act of 1973 (23 U.S.C. 324).

If the acquisition of a portion of your property will leave you with a remnant of land having little market value, SASD will offer to purchase it from you.

This notice does not constitute an offer to purchase your property, nor does it establish eligibility of the owner and/or any other occupant for relocation assistance or relocation payments. Only those in occupancy at the time of the first written offer to purchase the property may be eligible for relocation payments.

Upon completion of the appraisal, a County of Sacramento Real Estate Division representative will contact you for an appointment to discuss the acquisition in detail.

Very truly yours,



Svetlana Vorontsov, Real Estate Officer II

Phone: 916-876-6220

Email: vorontsovs@saccounty.net

Enclosures

Cc: Hilary Masters



Fidelity National Title Company
 2150 John Glenn Dr, Suite 400, Concord, CA 94520
 Phone: (925) 288-8000 • Fax:

Issuing Policies of Fidelity National Title Insurance Company

Order No.: 01002182-010-PA-CDT

Title Officer: Craig Donner

TO:

Escrow Officer: Paul Avila
 1375 Exposition Blvd., Suite 240
 Sacramento, CA 95815
 (916) 646-6018
 (916) 646-6043

County of Sacramento
 3711 Branch Center Road
 Sacramento, CA 95827

ATTN: **Robin Lebell**
 YOUR REFERENCE: **CA 81259378**

PROPERTY ADDRESS: Warehouse Street, 14181 Grove Street, Unincorporated, CA

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a Nebraska Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned by:

Authorized Signature



By:
 Randy Quirk, President
 Attest:
 Michael Gravelle, Secretary



Fidelity National Title Company

2150 John Glenn Dr, Suite 400, Concord, CA 94520
Phone: (925) 288-8000 • Fax:

PRELIMINARY REPORT

EFFECTIVE DATE: February 8, 2018 at 7:30 a.m.

ORDER NO.: 01002182-010-PA-CDT

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee and Easement Estate

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

River Delta Unified School District, as to Parcel 1

River Delta Unified School District of Sacramento, Solano and Yolo Counties, California, as to Parcels 2 and 3

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF UNINCORPORATED, IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

All that real property situate in the County of Sacramento, State of California, described as follows:

All that portion of Swamp Land Survey 795 in Section 35, Township 5 North, Range 4 East, M. D. B. & M., situate in Walnut Grove California, described as follows:

Beginning at the Northeast corner of the Walnut Grove School as shown on that certain "Map Showing Survey Control and Proposed Pipeline Easements For Walnut Grove Sewer Assessment District" recorded in Book 5183 Official Records at Page 395, (also being a Portion of Parcel 17 as shown on said Map), thence from the True Point Of Beginning South 60°15'00" East 250.66 feet; thence South 25°56'00" West 518.85 feet; thence North 62°23'00" West 250.21 feet to the Southeast corner of the Walnut Grove School Property as shown on said Map recorded in Book 5183, Page 395, thence along the Easterly line of said Walnut Grove School Property North 25°56'00" East 527.18 feet to the point of beginning.

EXCEPTING THEREFROM all oil, gas, asphaltum, other hydrocarbons, chemical gas and minerals now or hereafter found situated or located in all or any part or portion of the lands herein described lying more than five hundred feet (500') below the surface thereof, which have not previously been reserved here from, together with the right to slant drill for and remove all or any of said oil, gas, asphaltum and other hydrocarbons and chemical gas lying below a depth of more than five hundred feet (500') below the surface thereof, but without any right whatsoever to enter upon the surface of said land or upon any part of said lands within five hundred feet (500') vertical distance below the surface thereof, as previously reserved of record.

APN: 146-0190-031

Parcel No. 2:

All that portion of Swamp Land Survey 795 in Section 35, Township 5 North, Range 4 East., M .D. B. M., situate in the County of Sacramento, State of California, described as follows:

Beginning at a point on the Easterly right of way line of the Southern Pacific Railroad, formerly the Sacramento Southern Railroad, from which the Northwest corner of Swamp Land Survey 795 bears North 60°20'00" West 50.11 feet to the centerline of the main track of said Southern Pacific Railroad; thence, along said centerline North 25°56'00" East 437.20 feet to its intersection with the North line of said Swamp Land Survey No. 795; thence, along said North line North 59°55'00" West 500.00 feet to said Northwest corner of Swamp Land Survey No. 795 ; thence, from said point of beginning South 60°20'00" East 20.04 feet to the Northwest corner of that certain five (5.00) acre parcel of land granted to the Walnut Grove School District in Book 604 of Official Records at Page 4; thence along the West and South lines of said five (5.00) acre parcel the following two (2) courses and distances; (1) South 25°56'00" West 325.00 feet and (2) South 60°20'00" East 671.58 feet to the Southeast corner of said five (5.00) acre parcel; thence South 25°56'00" West 175.05 feet to a point on the North line of that certain 118.512 acre parcel formerly owned by Clara B. Salisbury; thence, along the North line of ____ Clara B. Salisbury parcel and along the North line of that certain 10.212 acre parcel now or formerly owned by the Central Pacific Railway Company, North 62°23'00" West 690.46 feet to a point on the Easterly right-of-way line of the Southern Pacific Railroad; thence, along said Easterly right of way line, North 25°56'00" East 524.81 feet to the point of beginning and containing 3.12 acres, more or less.

EXCEPTING THEREFROM:

All that portion of that certain tract of land designated "Parcel No. 17" as shown on that certain document entitled "Map Showing Survey Control and Proposed Pipeline Easements for Walnut Grove Sewer Assessment District", recorded in Book 5183, Page 395, Sacramento County Official Records, described as follows:

**EXHIBIT A
(Continued)**

Beginning at a point located on the Southwesterly line of said Parcel No. 17 from which a one and one-half inch iron pipe monument tagged "L.S. 2651" marking the Southwest corner of said Parcel No. 17 bears North 62° 23' 00" West 406.38 feet; thence from said point of beginning South 62° 23' 00" East 20.00 feet; thence North 27° 37' 00" East 24.00 feet; thence North 62° 23' 00" West 28.00 feet; thence South 27° 37' 00" West 24.00 feet to the point of beginning; Containing 672 square feet, more or less.

Parcel No. 3:

All that portion of Swamp Land Survey No. 795 in Section 35, Township 5 North, Range 4 East, M. D. B M., situate in the County of Sacramento, State of California, described as follows:

Beginning at a point on the Easterly right of way line of the Southern Pacific Railroad, formerly the Sacramento Southern Railroad, from which the Northwest corner of Swamp Land Survey No. 795 bears North 60°20'00" West 50.11 feet to the centerline of the main track of said Southern Pacific Railroad; thence, along said centerline North 25°56'00" East 437.20 feet to its intersection with the North line of said Swamp Land Survey No. 795; thence, along said North line, North 59°55'00" West 500.00 feet to said Northwest corner of Swamp Land Survey No. 795; thence, from said point of beginning, along the Easterly right-of-way line of the Southern Pacific Railroad, North 25°56'00" East 24.33 feet to a point on the South line of that 17.411 acre parcel now or formerly owned by Sperry Dye; thence, along the South line of said Sperry Dye parcel, South 60°15'00" East 691.69 feet; thence, leaving said South line South 25°56'00" West 23.32 feet to the Northeast corner of that certain five (5.00) acre parcel of land granted to the Walnut Grove School District in Book 604 of Official Records at Page 4; thence, along the North line of said five (5.00) acre parcel, North 60°20'00" West 691.62 feet to the point of beginning, and containing 0.38 acres, more or less.

APN: 146-0170-059

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2018-2019.

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- 2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

- 3. Any unpaid amounts now owing, for delinquent utilities, of record or not. Amounts can be ascertained by contacting the following:

County of Sacramento at (916) 875-5555, and/or including :
 City of Sacramento at (916) 808-5454.
 City of Folsom at (916) 355-7200.
 City of Galt at (209) 366-7150.
 City of Elk Grove at (916) 478-3642.
 City of Rancho Cordova at (916) 638-9000.
 City of Isleton at (916) 777-7770.
 City of Citrus Heights at (916) 725-2448, and for waste charges - Allied Waste at (916) 725-9060, and as required, fax request to (916) 463-0297.
 Sacramento Suburban Water District at (916) 972-7171.

- 4. Said land is located within the boundaries of the Energy Independence Program Assessment District in accordance with Section 5898.22 of Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, as shown on a map recorded

District: Community Facilities District No. 2012-1 (Clean Energy)
 Recording Date: October 30, 2012
 Recording No.: Book 20121030 Page 0369, of Official Records

- 5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Sacramento
 Purpose: Public Road or Highway
 Recording Date: March 3, 1966
 Recording No: Book 660303, Page 479, of Official Records

- 6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Sacramento
 Purpose: Public Road or Highway
 Recording Date: May 20, 1966
 Recording No: Book 660520, Page 531, of Official Records

**EXCEPTIONS
(Continued)**

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Sacramento
Purpose: Sewer
Recording Date: July 20, 1966
Recording No: Book 660720, Page 226, of Official Records

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Sacramento
Purpose: Sewer
Recording Date: September 28, 1966
Recording No: Book 660928, Page 463, of Official Records

9. Matters contained in that certain document

Entitled: Joint Use Agreement
Dated: April 8, 2008
Executed by: Reclamation District 551 and Sacramento and San Joaquin Drainage District
Recording Date: June 9, 2008
Recording No: Book 20080609, Page 706, of Official Records

Reference is hereby made to said document for full particulars.

10. Matters contained in that certain document

Entitled: Joint Use Agreement
Dated: August 31, 2009
Executed by: Reclamation District 755 and Sacramento and San Joaquin Drainage District
Recording Date: December 10, 2009
Recording No: Book 20091210, Page 820, of Official Records

Reference is hereby made to said document for full particulars.

11. Water rights, claims or title to water, whether or not disclosed by the public records.

12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

13. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

**EXCEPTIONS
(Continued)**

14. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
15. Rights of the public and/or Reclamation District in and to highways, roads, ditches, canals and levees embraced within the boundaries of the described land herein.
16. Any adverse claim based upon the assertion that said Land or any part thereof is now or at any time has been included within a navigable river, slough, or other navigable body of water.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Commercial / Industrial properties, known as Warehouse Street, 14181 Grove Street, located within the city of Unincorporated, California, , to an Extended Coverage Loan Policy.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
6. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: 146-0170-059-0000
 Fiscal Year: 2017-2018
 1st Installment: \$1,302.06
 2nd Installment: \$1,302.06
 Exemption: \$0
 Land: \$0
 Improvements: \$0
 Personal Property: \$0
 Code Area: 56021
 Bill No.: 17383474

7. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: 146-0190-031-0000
 Fiscal Year: 2017-2018
 1st Installment: \$141.90
 2nd Installment: \$141.90
 Exemption: \$0
 Land: \$0
 Improvements: \$ 0
 Personal Property: \$0
 Code Area: 56052
 Bill No.: 17383513

**INFORMATIONAL NOTES
(Continued)**

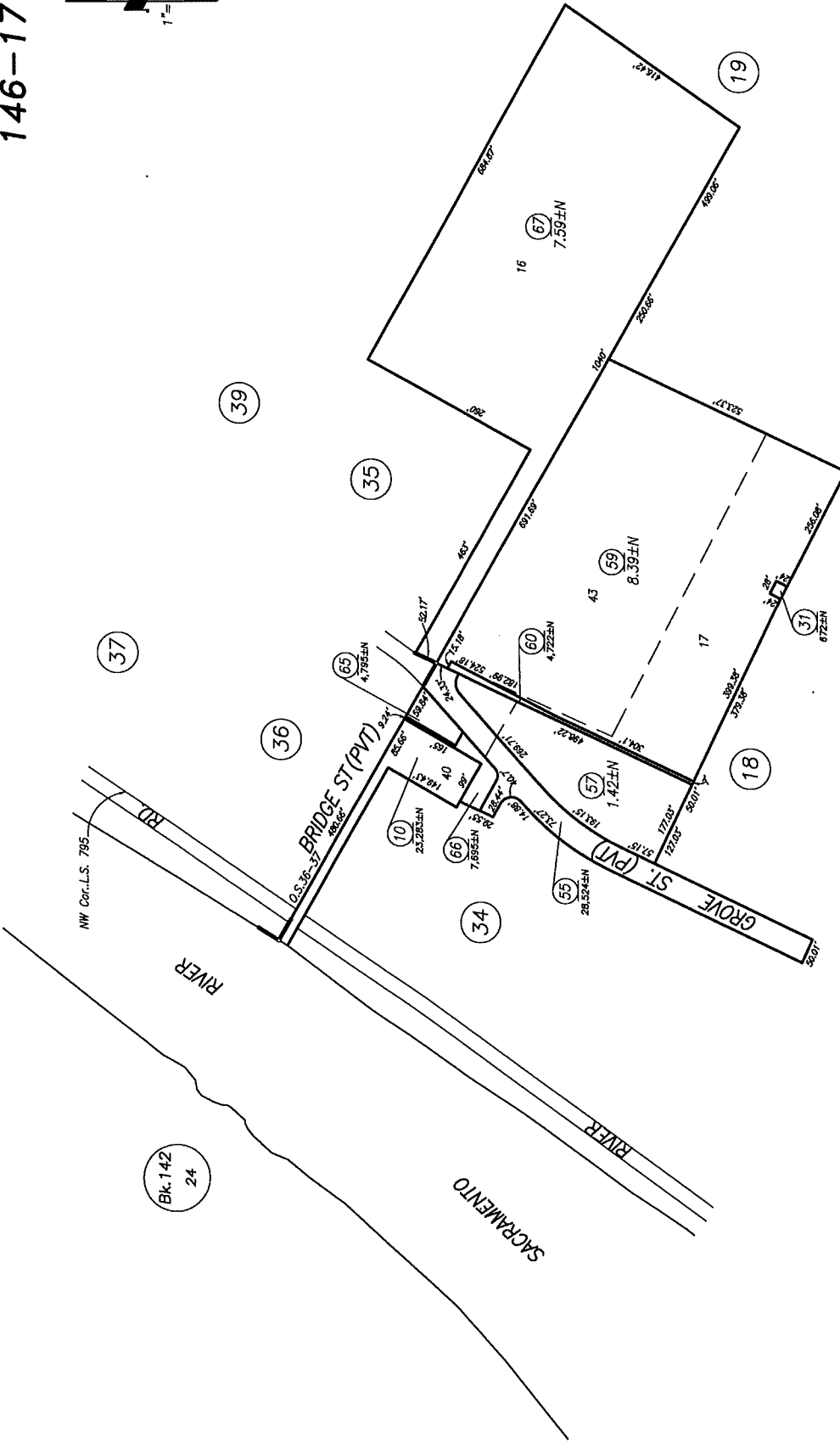
8. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
9. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: County of Sacramento

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
10. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
11. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
12. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
13. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

END OF INFORMATIONAL NOTES

Craig Donner/tp



Assessor's Map Bk. 146 Pg. 17
County of Sacramento, Calif.

O.S. Bk. 36, Pg. 37 (10-20-1981)
Assessors Unrecorded Map Reclamation District 554

QUALIFICATIONS

Pattison & Associates, Inc. is an appraisal firm, consisting of Dwight and Michael Pattison, which provides appraisal reports on a wide variety of properties, including residential, commercial, industrial, agricultural, recreational and special purpose uses. We also are experienced in the appraisal of rights of way for roads, utilities, erosion projects, redevelopment projects and other purposes.

Dwight Pattison began his appraisal career in 1966 with the California Division of Highways, now Caltrans (District 3 office) and also worked for the Real Estate division of the State Department of General Services. Dwight is a 1966 graduate of Chico State University with a bachelor's degree in Business Administration. He obtained a certificate in real estate from UCLA in 1971. He left the State in 1984 to open his own appraisal firm, then joined Duncan, Duncan & Associates, Inc., as a partner in 1987 and remained through 1991. Dwight is a senior member of the International Right of Way Association and past president of the Sacramento Chapter. He has been a member of the International Executive Committee, serving as International President from 1999 to 2000. He has been chosen "Professional of the Year" four times, in 1980, 1990, 1991 and 2000. Dwight has been published in *Right of Way Magazine* on "The Valuation of Easements". He is also a designated senior member of the National Association of Independent Fee Appraisers (NAIFA). Dwight received his appraisal certification from the State of California, Office of Real Estate Appraisers, as a Certified General Appraiser. He is certified through September 11, 2018. He is a qualified expert witness in San Joaquin, Sacramento, Yolo, Mendocino, Santa Cruz, El Dorado, Placer and Contra Costa Counties.

Michael Pattison is a graduate of the University of California, Santa Barbara with a degree in Business Economics. He started his appraisal experience working as an assistant in 1984. Since then he has experience working in appraisals of single-family residences, commercial and other types of properties plus both easements and fee acquisition appraisals for rights of way and other public projects. He is a senior member of the Sacramento Chapter of the International Right of Way Association and is a Past President. He received his SR/WA designation in November 1997 and was voted "Member of the Year" in 1998 and "Professional of the Year" in 2002 and 2003. He also received the Frank C. Balfour "Professional of the Year" Award from the IR/WA in 2004. He is also an Associate Member of the Sacramento Sierra Chapter of the Appraisal Institute. Michael received his appraisal certification from the State of California, Office of Real Estate Appraisers, as a Certified General Appraiser. He is certified through May 10, 2020.

Pattison & Associates, Inc. Clients include:

United States Government

Federal Highway Administration
U.S. Army Corps of Engineers

Natural Resource Conservation Service

State of California

California Tahoe Conservancy
Department of General Services
University of California

Caltrans
Department of Water Resources
Wildlife Conservation Board

State of Nevada

Department of Transportation

Local Governments

Alpine County
Colusa County
Placer County
Sacramento County
Yolo County
Nevada County Trans. Commission
City of Citrus Heights
City of Davis
City of Elk Grove
City of Galt
City of Lathrop
City of Placerville
City of Rancho Cordova
City of Roseville
City of Stockton
City of Vacaville
City of Woodland
Town of Loomis
Town of Truckee

Amador County Trans. Commission
El Dorado County
Plumas County
San Joaquin County
Yuba County
San Joaquin Council of Governments
City of Colfax
City of El Cerrito
City of Folsom
City of Jackson
City of Lodi
City of Plymouth
City of Richmond
City of Sacramento
City of San Mateo
City of West Sacramento
City of Yuba City
Town of Paradise

Districts

Amador Water Agency
Central Contra Costa Sanitary District
Citrus Heights Water District
El Dorado Union High School District
Pescadero Reclamation District
Rescue Union School District
Sacramento Area Sewer District
Sacramento Regional Transit District
Sacramento Transit Dev. Agency
Tahoe City Public Utility District
West Contra Costa Wastewater District

Buckeye Union School District
Cosumnes Community Services District
Dry Creek Community Services District
Elk Grove Water District
Reclamation District 1601
Sacramento Area Flood Control Agency
Sacramento Regional Co. Sanitation Dist.
Sacramento Suburban Water District
Santa Clara Valley Water District
Tahoe Truckee Unified School District
Yuba County Water Agency

Utilities

American Telephone & Telegraph
Pacific Gas & Electric Company
Western Hub Properties

Golden State Water Company
Sacramento Municipal Utility District

Legal Firms

DeMetrion, Del Guercio, Springer & Moyer
Freeman, D'Aiuto, Pierce, Gurev, Keeling & Wolf
Hyde, Miller & Owen
Law Offices of William Wright

Doyle & Associates
Herman Fitzgerald & Associates
Oliver, Vose, Sandifer, Murphy & Lee

Corporations

3M Corporation
American Land Conservancy
California Conservation Fund
California Natural Products
California Waterfowl Association
The Fremont Group
Holman Investors
Los Rios Farms
Overland, Pacific & Cutler
Paragon Partners, Ltd.
R.C. Collett, Inc.
Sacramento Sunset Ltd.
Shell Oil Company/Equillon Corp.
Universal Field Services
Wickland Pipelines, LLC.
Winn Communities

Aerie Construction
American River Conservancy
California FFA Corporation
California Prune Packing Company
Capitol Avenue Development, LLC
Hamner, Jewell & Associates
K. Hovnanian Homes
Nature Conservancy
Paine Webber Acquisitions
Placer Land Trust
Richards Land & Cattle
Sacramento Valley Conservancy
Trust for Public Land
USA Properties Fund, LLC.
Wildlands, Inc.
Yolo Land Trust

Engineering Firms

Andregg Geomatics
Dokken Engineering
Gene Thorne & Associates
KASL Engineering
Martin, Rivett & Olson
Sauers Engineering

Boyle Engineering
Domenichelli & Associates
HDR Engineering
Mark Thomas & Co. Engineering
Psomas and Associates

Assignments Include:

Twitchell and Bradford Island
Sherman Island Project
Los Banos Grandes Reservoir Project
Richmond Parkway Project
Calvine Road, SR 99 Interchange Project
Foresthill Road Widening Project
Elk Grove Blvd, SR 99 Interchange Project
Tahoe City Improvement Project
Greenback Lane Widening Project
Elkhorn Boulevard/I-80 Interchange Project
Magpie Creek Improvement Project
Plumas Ave Extension, Yuba City
Sylvan Corners Intersection Project
Hwy 99-Fremont to Cherokee Project
Hwy 99/Hammer Lane Interchange Project
Sacramento Airport Jet Fuel Pipeline Project
Bradshaw 6A, 6B, 7B Interceptor Projects
Jefferson Boulevard Widening Project
Amador Water Transmission Line Project
Bond Road Widening Project
Main Avenue Bridge Replacement Project
Fulton Avenue Beautification Project
Sheldon Road Widening Project
Hwy 99/Grant Line Road Interchange Project
Two Rivers Trail Project
Tahoe Pines Erosion Control Project
Railroad Avenue Realignment (Suisun)
Franklin Blvd Widening Project
Florin Road Beautification Project
South Watt Avenue Widening Project
W. El Camino Bridge Replacement Project
Barton Road Bridge Replacement Project
Lake Forest Erosion Control Project
Plymouth Water Transmission Line Project
East Street/Lemen Avenue Intersection Project
Wheatland Canal Project
CR 102/I-5 Interchange Project
Bradshaw Road Widening Project
El Dorado Street Widening Project (Stockton)
Bird Road/SR 132 Interchange Project
Hazel Avenue Widening Project
French Camp Road/Interstate 5 Interchange Proj.
Waterman Road Improvement Project
Sacramento County Sidewalk Continuity Project
Sunset Blvd./Highway 65 Interchange Project
Walnut Grove Sewer Interceptor Project
Thornton Road Widening Project (Stockton)
PG&E Lines 406/407 Pipeline Projects
North Stockton Grade Separations Project

Auburn Boulevard Widening Project
Folsom Boulevard Widening Project
Freedom Park Drive/Watt Avenue Project
Marconi Avenue Sidewalk Project
North Natomas Levee Project
South Watt Ave Soundwall Project
Highway 99/Elverta Road Interchange Project
Markham Ravine Bridge Replacement Project
White Rock Road Realignment Project
Arden Way Sidewalk Project
Sawmill Road Erosion Control Project
Christmas Valley Erosion Control Project
King Slough Bridge Replacement Project
El Camino Avenue Sidewalk Project
SASD Creek Crossings Project
West Capitol Avenue Improvement Project
Ulatis Creek Bicycle Path Project
U.S. 50/Watt Avenue Interchange Project
R.T. South Sacramento Corridor Project
Pearson Road Widening Project
Horseshoe Bar Road Widening Project
Deterding Safe Routes to School Project
Forni Rd/Hwy 50 Interchange Project
Hwy 49 Pole Line Relocation Project
Swetzer Road Sewer Line Project
Pinell Street Sidewalk Project
Upper Lake County Flood Control Project
Mono Way Widening Project
Kirchgater Safe Routes to School Project
Cold Springs Road Widening Project
Shepherd Tap Power Line Project
Beckwourth-Genesee Road Widening Project
Fair Oaks Boulevard Improvement Project
Amador Small Diameter Water Pipeline Project
Diamond Springs Parkway Phase 1A Project
Gerber Creek Channelization Project
Wise Road Bridge Replacement Project
Bassi Road Bridge Replacement Project
Fulton Avenue Overlay Project
Hazel Avenue Sidewalk Project
Gold Hill Road Realignment and Bridge Project
Old Florin Town Streetscape Project
Clear Creek Road Bridges Project
Newcastle Water Line Project
Greenstone Road Bridge Replacement Project
Oak Ridge Drive Bridge Replacement Project
Elk Grove-Florin Road Widening Project
Silver Springs Parkway Extension Project
Elk Grove-Florin Road Bridge Project

Dwight Pattison

2378 Maritime Drive, Suite 110
Elk Grove, CA 95758
(916) 714-3010
e-mail: dwight@pattisonappraisals.com

Certified General Appraiser
Real Estate Appraiser
Certificate #AG009699
Certified through 9-11-2018

Education

Bachelor of Science
Chico State, 1966

Work History

October 1991 - Present

Principal
Pattison & Associates, Inc.
Real Estate Appraisals
2378 Maritime Drive, Suite 110
Elk Grove, CA 95758

April 1987 - October 1991

Principal; Appraiser
Duncan, Duncan & Associates
P.O. Box 1066
Woodbridge, CA 95258

March 1984 - April 1987

Independent Fee Appraiser
Dwight Pattison Appraisals
2210 "K" Street, Suite A
Sacramento, CA 95816

January 1974 - March 1984

Staff Appraiser; Program Manager
State of California
Department of General Services
Real Estate Services Division
Sacramento, CA

February 1966 - January 1974

Right of Way Agent
California Division of Highways
Marysville, CA 1966-70
Bishop, CA 1970-72
Sacramento, CA 1973

Professional Education

Certificate in Real Estate - UCLA, December 1971

Attended Following Courses:

California Division of Highways Right of Way Academy
August 1966

Principles of Real Estate Appraisal
October 1966 - January 1987

Legal Aspects of Real Estate
February 1967 - May 1967

Advanced Real Estate Appraisal (Rural)
March 1968 - December 1968

Communication and the Acquisition Process - August 1968

Tax Planning for Real Estate Transactions
September 1968 - December 1968

Intermediate Real Estate Appraisals
September 1971 - December 1971

Advanced Appraisal - Urban Properties (MAI Course 2)
August 1972

Principles of Relocation Assistance
December 1974 - February 1975

Advanced Appraisal - Income Properties (MAI Course 1B)
August 1976

Interpersonal Relations in Real Estate Acquisition
December 1978

Environmental Considerations - June 1980

Non-Verbal Communication - May 1981

Report Writing - March 1982

Income Approach to Valuation - October 1984

Standards of Professional Practice - December 1987

Uniform Standards of Professional Appraisal Practice - August 1991

Capitalization Theory Part A - September 1992

Ethics and the Right of Way Profession - December 1992

Standards of Practice for the Right of Way Professional-April 1993

Legal Aspects of Easements - October 1993

Valuation of Contaminated Properties - May 1995

Skills of Expert Testimony - November 1996

Easement Valuation - November 1997
Federal and State Laws and Regulations - February 2000
Appraisal Review - June 2000
Review Appraising in Eminent Domain - October 2002
Uniform Standards of Professional Appraisal Practice
7 Hour Update Course – 4/96, 2/00, 8/03, 2/06, 4/08, 2/10, 3/12, 3/14, 4/16, 12/17
Appraisal of Partial Acquisitions - January 1995, October 2005, October 2017
ASFMRA Yellow Book Seminar - June 2006
Understanding Environmental Contamination in Real Estate - October 2006
Litigation Appraisal - December 2010
Understanding Highest and Best Use - March 2011
Eminent Domain Law Basics for Right of Way Professionals – September 2012
Valuation of Environmentally Contaminated Real Estate – February 2016

Professional Affiliations

Member of Sacramento Chapter 27, International Right of Way Association
President, 1978
International Director, 1979-80
Regional Vice Chairman (California, Arizona, Nevada, Hawaii), 1980-81 & 1981-82
Regional Chairman, 1982-83 & 1983-84
Member International Valuation (Appraisal) Committee
Vice Chairman, 1985-86
Chairman, 1986-87
Chairman, International Education Seminar, 1991
Member International Ethics Committee, 1991-92 & 1992-93
Member International Executive Committee, 1993-94 through 1999-2000
International President, 1999 through 2000
Received SR/WA designation on February 28, 1979
Professional of the Year, Sacramento Chapter, 1980, 1990, 1991, 2000
Nominated for International Professional of the Year, 1978, 1991, 1992
Member of Nor-Cal Chapter, National Association of Independent Fee Appraisers
Received IFAS designation on February 17, 1995
Recertified through September 11, 2018
Member of the Advisory Council of the Appraisal Foundation, 1995-1997
Member of the Appraisal Foundation Board of Trustees, 2000-2004

Michael Pattison

2378 Maritime Drive, Suite 110
Elk Grove, CA 95758
(916) 714-3010
e-mail: mike@pattisonappraisals.com

Certified General Appraiser
Real Estate Appraiser
Certificate #AG026061
Certified through 5-10-2020

Education

Bachelor of Arts Degree
Business Economics
University of California,
Santa Barbara, 1991

Work History

October 1991 - Present

Principal
Pattison & Associates, Inc.
Real Estate Appraisals
2378 Maritime Drive, Suite 110
Elk Grove, CA 95758

June 1991 - October 1991

Appraisal Research (Part-Time)
Duncan, Duncan & Associates
P.O. Box 1066
Woodbridge, CA 95258

September 1986 - June 1991

Full Time Student

June 1984 - September 1986

Appraisal Assistant
Dwight Pattison Appraisals
2210 "K" Street, Suite A
Sacramento, CA 95816

Professional Education

Attended Following Courses:

Principles of Real Estate Appraisals

Sacramento City College: September - December 1991

Principles of Right of Way Acquisition - International Right of Way Association

Course 101 (Appraisal, Law, Engineering, Acquisition, Relocation) - April 1992

Appraisal Procedures

Appraisal Institute Course I120 - May 1993

Legal Aspects of Easements - October 1993

Easement Valuation - October 1993

Uniform Standards of Professional Appraisal Practice

14 Hour Course - April 1994

Property Descriptions - September 1995

Interpersonal Relations of Real Estate Acquisition - February 1997
Introduction to the Income Approach to Valuation - April 1997
Basic Income Capitalization - June 1997
Communications in Real Estate Acquisition - October 1997
Advanced Applications
 Appraisal Institute Course II550 - October 1999
Federal and State Laws and Regulations - February 2000, January 2014
Review Appraising in Eminent Domain - October 2002
Uniform Standards of Professional Appraisal Practice (USPAP)
 7 Hour Update Course – 4/01, 12/03, 1/06, 3/08, 1/10, 3/12, 12/13, 12/15, 12/17
Appraisal of Partial Acquisitions - January 1995, October 2005
ASFMRA Yellow Book Seminar - October 2006
Understanding Environmental Contamination in Real Estate – October 2006
General Appraiser Market Analysis and Highest & Best Use
 Appraisal Institute Course 400G - May 2009
Business Practice and Ethics (Standards of Professional Practice)
 Appraisal Institute Course II420 - April 2001, September 2006, May 2010
Eminent Domain Law Basics for Right of Way Professionals – September 2012
Condemnation Appraising: Principles and Applications – September 2013
Uniform Act Executive Summary – March 2014
Valuation of Environmentally Contaminated Real Estate – February 2016

Professional Affiliation

Member, Sacramento Chapter 27, International Right of Way Association
 President, 2000
 International Director, 1998-2000
 Chairman, Valuation Committee, 1992-1995
 Chairman, Education Committee, 1995-1997
 Chairman, Professional Development Committee, 2001-Present
 Member International Professional Development Committee, 2002-2008
 Received SR/WA designation on November 15, 1997
 Recertified through November 15, 2022
 Member of the Year, Sacramento Chapter, 1998
 Professional of the Year, Sacramento Chapter, 2002 & 2003
 Frank C. Balfour Award Recipient, “Professional of the Year”, IR/WA, 2004

Trustee, Right of Way International Education Foundation, 2009 - Present

Practicing Affiliate Member, Sacramento-Sierra Chapter of the Appraisal Institute