

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:

February 20, 2018

Isleton Elementary School • 412 Union Street, Isleton, 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 agendized 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)
 - 9.2 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
 - 9.2.2 Monthly Financial Report - Elizabeth Keema-Aston
 - 9.2.3 Summary of the Governor's Budget Report
 - 9.2.4 Maintenance, Operations & Transportation Update - Craig Hamblin
 - 9.3 Other – Educational Services' Reports and/or Presentation(s) – Kathy Wright, Director of Educational Services
 - 9.3.1 Educational Services and Special Education Updates – Kathy Wright
 - 9.3.2 Delta High School's FFA Presentation
 - 9.4 River Delta Unified Teacher's Association (RDUTA) Update:
 - 9.5 California State Employee's Association (CSEA) Chapter #319 Update:
10. **Consent Calendar**
 - 10.1 Approve Board Minutes
Regular Meeting of the Board, January 9, 2018
 - 10.2 Receive and Approve Monthly Personnel Reports
As of February 20, 2018 – None to report

- 10.3 District's Monthly Expenditure Report
January 2018
- 10.4 Request to declare as surplus Bates Elementary School's non-operable technology equipment from inventory and deem its value as zero – Maria Elena Becerra
- 10.5 Request to approve the Independent Contract for Services with Sacramento Theatre Company, to provide theatre arts integration instruction aligned with the ELA standards 4-6 grade students for the 2017-2018 school year, zero cost to the district paid by the Sacramento Theatre Company Arts Grant at a cost not to exceed \$1,950 – Antonia Slagle
- 10.6 Request to approve the Independent Contract for Services Agreement with Elaine H. Talley, M.Ed., J.D. to mediate and/or facilitate IEP meetings for the 2017-2018 school year at a cost not to exceed \$2,000 – Special Educational Funds – Kathy Wright
- 10.7 Request to approve the Independent Contract for Services Agreement with Maxim Staffing Solutions for the 2017-2018 school year at a cost not to exceed \$20,000 – Special Educational Funds – Kathy Wright
- 10.8 Request to approve the out of state travel for Kathy Wright to travel to Phoenix, Arizona to attend the AVID ADL5 conference February 21, 2018 through February 23, 2018 at a cost not to exceed \$1,000 Educational Services – Kathy Wright
- 10.9 Request to approve the Independent Contract for Services Agreement with ProCare Therapy for the 2017-2018 school year at a cost not to exceed \$25,000 – Special Educational Funds – Kathy Wright
- 10.10 Request to approve the Independent Contract for Services Agreement with ClearVue Vision Therapy for the 2017-2018 school year at a cost not to exceed \$5,100 – Special Educational Funds – Kathy Wright
- 10.11 Request to declare as surplus non-operable technology equipment from inventory at Delta High School and Clarksburg Middle School and deem its value to be zero – Laura Uslan
- 10.12 Request to approve Delta High School, Senior Class of 2018 student trip "Grad Bash" at Universal Studios in Hollywood, California, on May18-19, 2018 – Laura Uslan
- 10.13 Request to apply for the "First 5 Solano" Pre-Kindergarten Academy Services Three Year Grant for D.H. White Elementary School – Nick Casey
- 10.14 Request to approve the out of state travel for Rio Vista High students to attend the Oregon Shakespeare Festival in Ashland, Oregon from March 9-11, 2018, No cost to the district – Vicky Turk
- 10.15 Request to declare as surplus non-operable technology equipment from inventory at Isleton Elementary School and deem its value as zero – Antonia Slagle
- 10.16 Request to declare as surplus non-operable technology equipment from inventory at the District Office and deem its value as zero – Elizabeth Keema-Aston
- 10.17 Donations to Receive and Acknowledge:
 - Rio Vista High School – In memory of Alberto Guidi and Joe Maria**
Islands Incorporated (RVHS Language, Art and Agriculture Departments)
 - Rio Vista High School – In memory of Alberto Guidi** (RVHS Language and Art Departments)
John and Jill "Happy" Callis
Kathy Guidi
Osvaldo and Lea Dell'Angelica
Jim and Shirley Lira
Craig Nakahara
Susan Whitesell
James and Patsy Hill
 - Rio Vista High School – Basketball Program**
Rio Vista Rams Athletic Booster
 - Clarksburg Middle School – Ag Exploratory**
The Binns Family (\$40 - Tape measurers)

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

Action Items -- Individual speakers shall be allowed three minutes to address the Board on any agenda 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 first reading of the updated or new Board Policies, Administrative Regulation and Exhibits due to new legislation or mandated language and citation revisions as of December 2017 – Don Beno

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

- 12. Request the Board to take whatever action they deem necessary to respond to the California School Boards Association (CSBA) Delegate Assembly Elections: Official 2018 Delegate Assembly Ballot for Sub-Region 6-B (Postmarked by March 15, 2018; results to be released by April 1, 2018) – Don Beno

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

13. Request to approve the contract agreement with Creative Recreational Systems to install a playground structure designed for 2-12 year old students at Isleton Elementary School (CA State Preschool Program), not to exceed \$48,000 – Antonia Slagle
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
14. Request to approve the Agreement for Professional Services with Willdan Financial Services to perform the CFD Annual Administration to be paid annually with developer fees \$5,100 – Elizabeth Keema-Aston
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
15. Re-Adjourn to continue Closed Session, if needed
16. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) – Board President Fernandez
17. Adjournment
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Abstentions: _____ Time: _____

A copy of the full agenda is available for public review at each school site. A copy of the full agenda is available for public review at the District Office (with backup documents but without confidential closed session items), 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>.

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, February 16, 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:

February 20, 2018

Isleton Elementary School • 412 Union Street, Isleton, 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 February 20, 2018, at the Isleton Elementary School, Isleton, 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
4.3.4 Complaint, Discipline, Dismissal, Non-Reelects, & Releases
4.3.4.1 Resolution #741 Release and Non-Reelect of certificated employees hired under temporary contracts for the 2017-2018 school year – Don Beno

Roll Call Vote:

Member Fernandez ___; Member Olson ___; Member Riley ___; Member Donnelly ___; Member Elliott ___; Member Maghoney ___; Member Bettencourt ___

4.3.4.2 Resolution #742 non-re-employment for the 2018-2019 school year for Probationary 0, I & II Certificated Staff – Don Beno

Roll Call Vote:

Member Fernandez ___; Member Olson ___; Member Riley ___; Member Donnelly ___; Member Elliott ___; Member Maghoney ___; Member Bettencourt ___

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

- 4.3.5.1 Administration
4.3.5.2 Confidential
4.3.5.3 RDUTA
4.3.5.4 CSEA

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: _____ Time: _____

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



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018 Attachments: X
From: Elizabeth Keema-Aston, Chief Business Officer Item No.: 9.2.1

SUBJECT: Monthly Enrollment and ADA Report (**January Month 6**) Action Item: _____
Consent Action: _____
Information Only: x

Background: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment and ADA for *2016-2017 and 2017-2018*. 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 ***decreased by 9 students*** compared to the same month last year, decreasing from 1,902 to 1,893. (Does not include Adult Ed)

District-wide enrollment ***decreased by 2 students*** compared to last month (*December*), from 1,895 to 1,893. (Does not include Adult Ed)

District-wide attendance ***decreased 37 ADA*** compared to last month (*December*), 1,799 to 1,762. (Does not include Adult Ed)

Prepared by: Elvia Navarro, Accounting Specialist

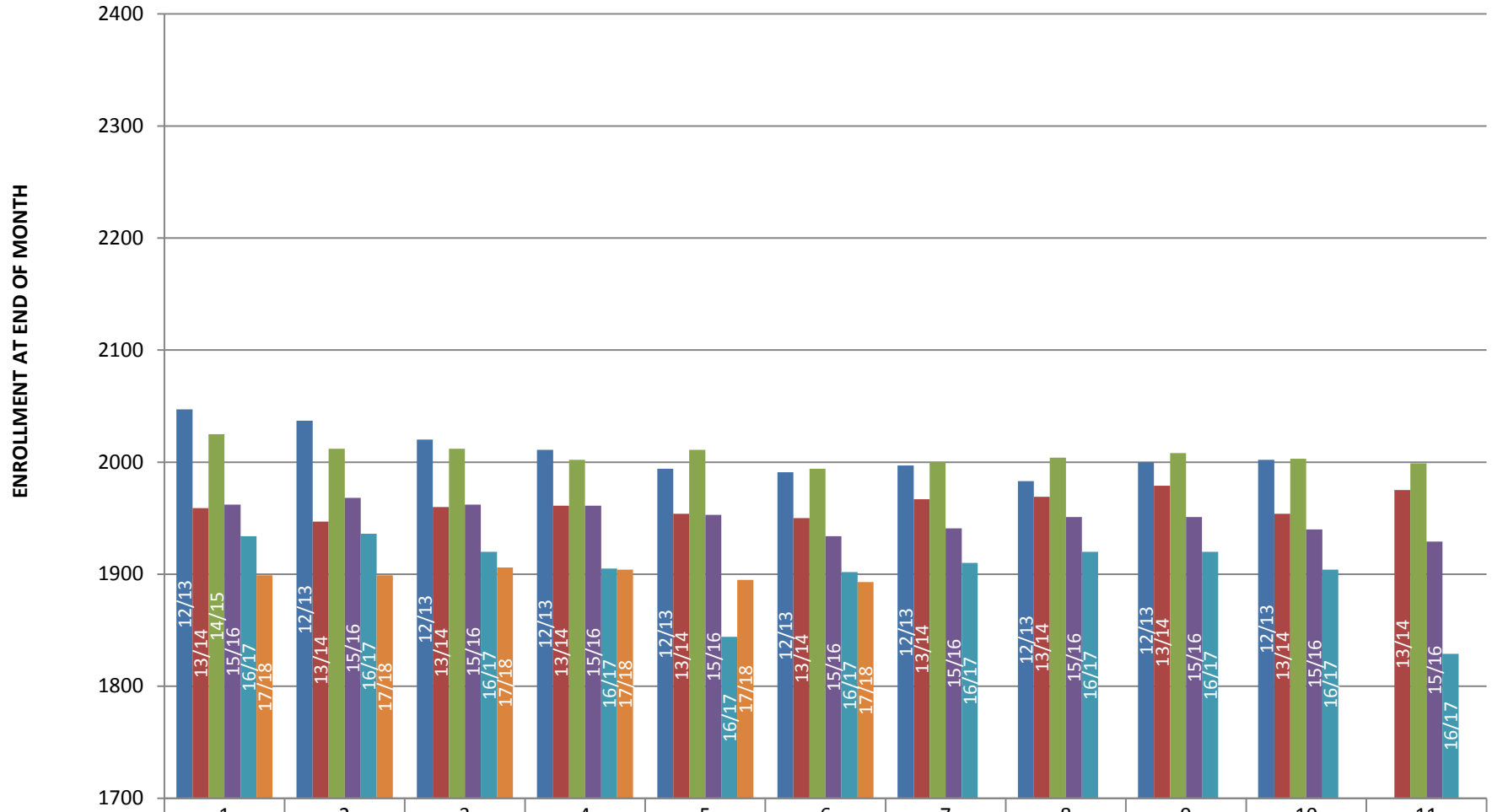
Presenter: Elizabeth Keema-Aston, Chief Business Officer

Recommendation:

That the Board receives the information presented.

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr From Pr Month	% of ADA	OCT	OCT	Incr/Decr From Pr Month	% of ADA	NOV	NOV	Incr/Decr From Pr Month	% of ADA	DEC	DEC	Incr/Decr From Pr Month	% of ADA	JAN	JAN	Incr/Decr From Pr Month	% of ADA
		16-17	17-18			16-17	17-18			16-17	17-18			16-17	17-18			16-17	17-18			16-17	17-18		
BATES	ENR	151	136	97.8%		153	132	-4	100.0%	148	137	5	94.9%	149	137	0	97.8%	137	129	-8	102.3%	148	136	7	97.8%
	ADA	149	133			147	132			146	130			143	134			146	132						
CLARKSBURG (7th & 8th Gr)	ENR	177	197	98.0%		176	197	0	97.5%	172	197	0	97.0%	171	194	-3	98.5%	165	197	3	94.9%	172	196	-1	94.4%
	ADA	171	193			171	192			168	191			165	191			165	187			160	185		
ISLETON	ENR	173	159	96.2%		176	158	-1	95.6%	173	162	4	95.7%	172	161	-1	96.3%	170	162	1	93.8%	171	164	2	90.2%
	ADA	166	153			167	151			166	155			165	155			162	152			159	148		
RIVERVIEW	ENR	244	231	97.8%		245	230	-1	96.1%	244	231	1	94.4%	242	231	0	95.7%	242	230	-1	95.7%	243	230	0	93.0%
	ADA	236	226			237	221			232	218			232	221			231	220			221	214		
WALNUT GROVE	ENR	168	163	96.9%		170	164	1	96.3%	170	166	2	95.8%	168	165	-1	95.8%	167	162	-3	96.3%	170	167	5	95.2%
	ADA	165	158			162	158			161	159			164	158			160	156			151	159		
D.H. WHITE	ENR	363	352	94.0%		359	353	1	95.5%	354	349	-4	95.1%	352	356	7	93.8%	338	335	-21	98.8%	345	349	14	92.8%
	ADA	345	331			340	337			339	332			338	334			328	331			317	324		
ELEMENTARY SUB TOTAL	ENR	1,276	1,238			1,279	1,234	-4		1,261	1,242	8		1,254	1,244	2		1,219	1,215	-29		1,249	1,242	27	
	ADA	1,232	1,194			1,224	1,191			1,212	1,185			1,207	1,193			1,192	1,178			1,147	1,163		
CLARKSBURG (9th Grade)	ENR	58	80	98.8%		58	80	0	97.5%	58	79	-1	98.7%	58	79	0	93.7%	55	81	2	95.1%	57	80	-1	85.0%
	ADA	57	79			56	78			57	78			56	74			56	77			51	68		
DELTA HIGH	ENR	190	162	98.8%		190	164	2	95.7%	189	165	1	95.2%	188	164	-1	96.3%	177	166	2	94.0%	189	161	-5	92.5%
	ADA	185	160			182	157			181	157			180	158			179	156			174	149		
RIO VISTA HIGH	ENR	377	386	96.4%		373	385	-1	95.6%	381	387	2	94.8%	370	381	-6	96.1%	363	371	-10	98.1%	373	376	5	94.7%
	ADA	365	372			360	368			361	367			357	366			357	364			345	356		
HIGH SCHOOL SUB TOTAL	ENR	625	628			621	629	1		628	631	2		616	624	-7		595	618	-6		619	617	-1	
	ADA	607	611			598	603			599	602			593	598			592	597			570	573		
Mokolumne High (Continuation)	ENR	18	15			17	14	-1		12	12	-2		13	14	2		9	12	-2		11	14	2	
	ADA	15	12			13	12			9	10			11	12			10	12			7	11		
River Delta High/Elem (Alternative)	ENR	10	14			15	18	4		14	17	-1		16	18	1		16	17	-1		17	17	0	
	ADA	9	11			10	11			9	13			10	14			12	16			11	13		
Community Day	ENR	5	4			4	4	0		5	4	0		6	4	0		5	3	-1		6	3	0	
	ADA	4	3			4	4			4	4			5	4			5	4			5	2		
TOTAL K-12 LCFF Funded	ENR	1,934	1,899			1,936	1,899	0		1,920	1,906	7		1,905	1,904	-2		1,844	1,865	-39		1,902	1,893	28	
	ADA	1,867	1,831			1,849	1,821			1,833	1,814			1,826	1,821			1,811	1,807			1,740	1,762		
Wind River- Adult Ed	ENR	13	0			19	40	40		30	48	8		31	53	5		25	53	0		27	55	2	
TOTAL DISTRICT	ENR	1,947	1,899			1,955	1,939	40		1,950	1,954	15		1,936	1,957	3		1,869	1,918	-39		1,929	1,948	30	

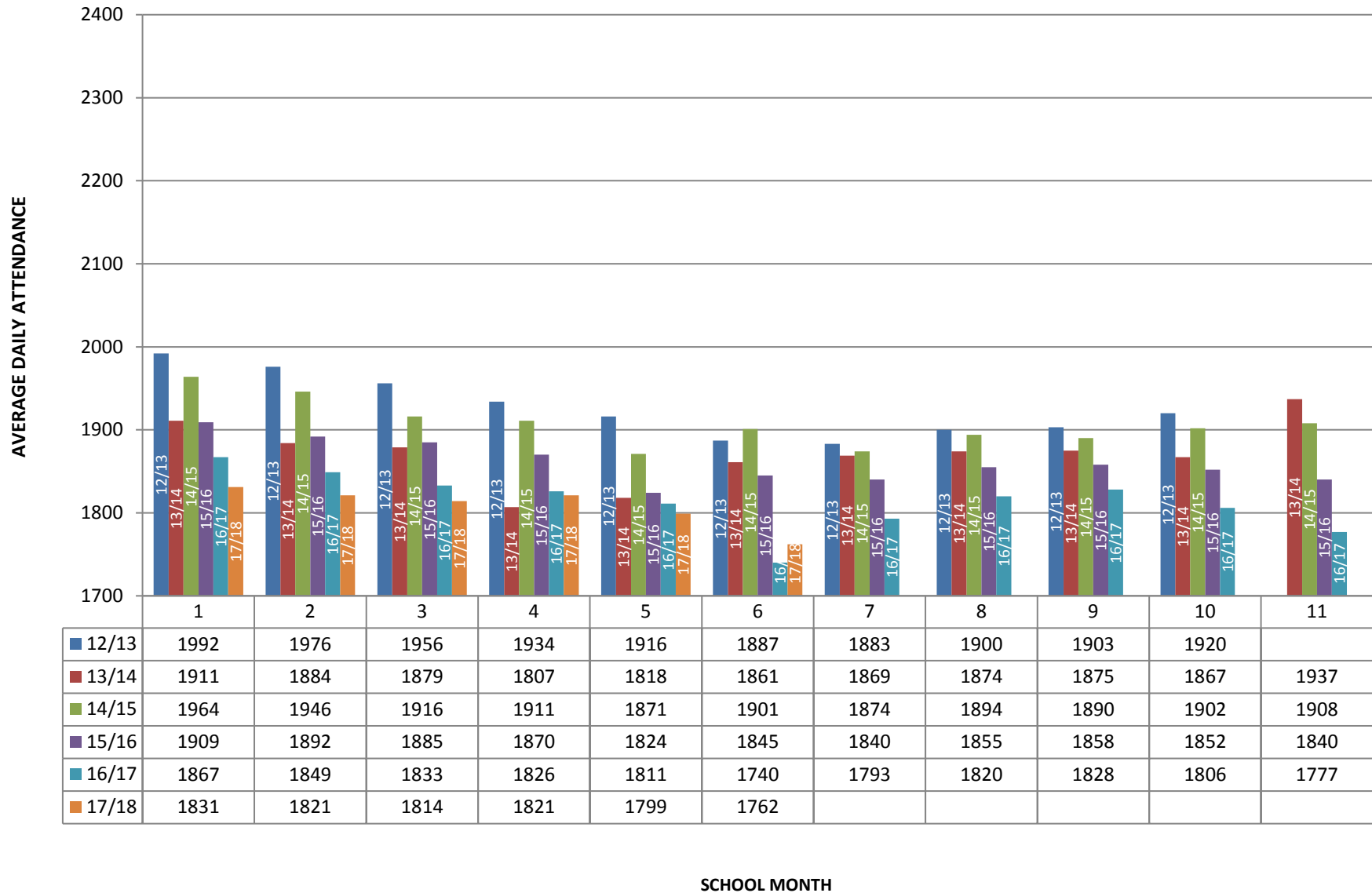
ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
12/13	2047	2037	2020	2011	1994	1991	1997	1983	2000	2002	
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					

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: February 20, 2018	Attachments: <input checked="" type="checkbox"/> X
From: Elizabeth Keema-Aston, Chief Business Officer	Item Number: <u>9.2.2</u>
<u>SUBJECT</u> Monthly Financial Report	Action: _____
	Consent Action: _____
	Information Only: <input checked="" type="checkbox"/> 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
 2017-18 Working Budget vs. Actuals Report
 January 31, 2018

Working Budget						Actuals thru: 1/31/2018					
	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	4,726,917	15,512,867	16,307,116	3,932,668	7,578,136	(994,488)	8,572,624	55.26%	8,603,167	52.76%	
Restricted	1,017,689	7,492,217	8,401,704	108,202	1,606,825		1,606,825	21.45%	3,275,551	38.99%	
Combined	5,744,606	23,005,084	24,708,820	4,040,870	9,184,961	(994,488)	10,179,449	44.25%	11,878,718	48.07%	
<i>Dry Period Financing</i>					-		-				
General Fund - Fund Balance % 16.35% <i>Represents Ending Balances divided by Budget Expenses (D/C)</i>											
Other Funds											
Adult Ed. (11)	20,229	78,269	98,497	1	45,408		45,408	58.02%	40,627	41.25%	
Child Development (12)	-	246,055	246,055	-	57,337		57,337	23.30%	70,578	28.68%	
Cafeteria (13)	103,719	993,835	986,836	110,718	256,559		256,559	25.82%	439,041	44.49%	
Sp. Res-Other than Cap. Outlay (17)	68,125	300	-	68,425	210		210	70.00%	-	0.00%	
Bond Fund (21)	844,308	25,500	25,500	844,308	19,411		19,411	76.12%	-	0.00%	
Bond Fund- SFID #1 South (22)	118,117	600	23,600	95,117	342		342	57.00%	11,875	50.32%	
Bond Fund - SFID #2 North (23)	55,831	200	23,200	32,831	152		152	76.00%	12,743	54.92%	
Developer Fees (25)	40,933	251,179	241,179	50,933	62,233		62,233	24.78%	232,021	96.20%	
County School Facilities (35)	3,197	(6)	-	3,191	-		-	0.00%	-	0.00%	
Capital Projects (49)	32,289	100	5,000	27,389	98		98	98.00%	800	16.00%	

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date:	February 20, 2018	Attachments: <input checked="" type="checkbox"/> X
From:	Elizabeth Keema-Aston, Chief Business Officer	Item Number: <u>9.2.3.</u>
<u>SUBJECT</u>	A Summary Analysis of the Governor's Proposed 2018-19 State Budget for California's Schools	Action: _____ Consent Action: _____ Information Only: <input checked="" type="checkbox"/> X

Background:

Every year in January, Schools Services of California holds a meeting to explain the implications of the Governor's Budget Act to California's public schools. This is schools first glimpse into the projections of funding for the coming year. We use these projections as the basis for the Proposed Budget in June.

Status:

Attached is a summary of the key items in the Governor's proposed budget. I will provide more detail with the second interim report at the Board meeting on March 13, 2018.

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 information.

Time: 2 mins.

The 2018-19 State Budget Proposal

On Wednesday, January 10, 2018, Governor Jerry Brown unveiled his final proposed State Budget for the upcoming 2018-19 fiscal year. During his tenure, aided by improving national and state economic conditions, California’s recovery has allowed the Governor to reshape major state institutions, including restructuring of the entire public education delivery model. Ahead of schedule, the Governor caps off his legacy by proposing to fully fund the Local Control Funding Formula (LCFF).

Proposition 98

Over the last several years, Proposition 98 has provided significant gains to schools as funding cuts endured through the Great Recession have been restored.

For the current year, the Proposition 98 guarantee is now estimated at \$75.2 billion, up approximately \$700 million from the enacted level.

For 2018-19, the Governor’s State Budget proposes a Proposition 98 guarantee of \$78.3 billion, an increase of \$3.1 billion year over year.

The guarantee is based on Test 3, the change in per-capita General Fund revenues, plus 0.5%, and the change in K-12 average daily attendance (ADA).

The Governor’s State Budget proposal notes that an additional \$92 million in Maintenance Factor will be created—due to it being a Test 3 year—totaling just over \$320 million at the end of 2018-19.

Cost-of-Living Adjustments

The estimated statutory cost-of-living adjustment (COLA) for K-12 education programs in 2018-19 is

2.51%, and is applied to the LCFF base grant targets, as well as other education programs that are funded outside of the LCFF. Those programs include Special Education, Child Nutrition, Foster Youth, Preschool, American Indian Education Centers, and American Indian Early Childhood Education, all of which are proposed to receive the statutory COLA.

Statewide, ADA is expected to decrease in 2018-19 by 17,163 ADA from 2017-18 levels to an estimated ADA of 5,944,090.

Local Control Funding Formula

The Governor’s 2018-19 State Budget proposal fully implements the LCFF two years earlier than originally projected with an infusion of nearly \$3 billion.

The LCFF provides funding to transition all local educational agencies (LEAs) to target funding levels, and provides supplemental revenues through percentage weighting factors to increase or improve services for students who are not English language proficient, who are eligible for free or reduced-price meals, or who are in foster care.

LCFF Target Base Grant for School Districts and Charter Schools

The target base grants by grade span for 2018-19 are increased over 2017-18 by 2.51% to reflect the estimated statutory COLA:

Grade Span	2017-18 Target Base Grant per ADA	2.51% COLA	2018-19 Target Base Grant per ADA
TK-3	\$7,193	\$181	\$7,374
4-6	\$7,301	\$183	\$7,484
7-8	\$7,518	\$189	\$7,707
9-12	\$8,712	\$219	\$8,931

In addition, the 2018-19 Transitional Kindergarten (TK)-3 grade span adjustment (GSA) is \$767 per ADA, and the grades 9-12 GSA per ADA is increased to \$232 in recognition of the need for Career Technical Education (CTE) courses provided to students in the secondary grades.

LCFF Gap Closure

The difference between an LEA’s current funding and its target entitlement is called the LCFF gap, and it is this gap that is funded with the additional dollars dedicated each year for implementation of the LCFF.

For 2018-19, the Governor’s Budget proposes to spend almost \$3 billion to fully close the LCFF funding gap. The table below shows the Department of Finance’s (DOF’s) LCFF gap percentages over the past three years:

District and Charter School LCFF Funding and Gap Closure (Dollars in Millions)			
	2016-17	2017-18	2018-19
LCFF Funding	\$2,942	\$1,362	\$2,883
Gap Closure %	56.08%	44.97%	100%
COLA	0.00%	1.56%	2.51%

Pupil Transportation and Targeted Instructional Improvement Grants continue as separate add-ons to the LCFF allocations and do not receive a COLA.

Fiscal Transparency

Citing concerns about the direct services being provided to the students who generate LCFF dollars, the Governor’s Budget proposes requiring LEAs to show how their budget expenditures align with the strategies detailed in their Local Control and Accountability Plans (LCAPs) for serving students who generate supplemental and concentration grants.

The Governor also proposes calculating and reporting on a single website the total amount of supplemental and concentration funding provided to each LEA under the LCFF.

Discretionary Funding

The Governor’s Budget proposes \$1.8 billion in one-time Proposition 98 funds for school districts, charter schools, and county offices of education (COEs) to use at the discretion of local governing boards, estimated at \$295 per ADA. These funds, like prior years, would be counted by the state as offsetting prior-year mandate reimbursement claims on a dollar-for-dollar basis.

County Offices of Education

As of 2014-15, the LCFF for COEs is fully implemented and, therefore, LCFF increases for COEs in 2018-19 are provided through the estimated 2.51% COLA. COEs that are more than 2.51% above their LCFF target will receive no additional funding through the formula in the budget year.

COE funding for 2018-19 is increased under the Governor’s Budget proposal by a net of \$6.2 million to account for a COLA on LCFF entitlements and changes in ADA.

Systems of Support

The Governor’s proposed Budget invests \$55.2 million in ongoing funding for COEs to work with districts identified for differentiated assistance, and provides \$4 million in ongoing funds for a competitive grant for eight COEs to serve as leads to provide training, resources, and support for other COEs to do the work to support their districts.

An additional \$6.5 million of ongoing funding is provided to the California Collaborative for Education Excellence to work with COEs to provide

assistance to school districts as part of the state systems of support.

Community-Funded School Districts

School districts with property tax revenues that exceed the formula funding levels will continue to retain their local tax growth, and will receive a minimum state aid allocation that is reduced by the cuts incurred during the recession which, under the LCFF, are carried forward into future years for these districts.

Special Education

In addition to providing a 2.51% COLA for special education programs, the Governor proposes \$100 million in one-time funding for programs to increase and retain special education teachers and \$10 million in ongoing funding for Special Education Local Plan Areas (SELPAs) to work with COEs to provide technical assistance to LEAs to improve student outcomes as part of the statewide system of support.

The Governor also proposes \$167 million, of which \$125 million is ongoing, to establish an “Inclusive Education Expansion Program” to increase availability of school readiness programs for children age 0 to 5, to improve long-term academic outcomes for low-income children and children with exceptional needs.

The Governor also proposes revisions to special education budget transparency and accountability.

Career Technical Education

The Governor proposes \$200 million ongoing to establish a K-12 specific component of the community college-administered Strong Workforce Program.

The funding is aimed at encouraging “the establishment and support of K-12 CTE programs

that are aligned with needed industry skills.” The Governor proposes an ongoing increase of \$12 million to fund local industry experts who will provide technical support to LEAs operating, or proposing to operate, CTE programs.

Preschool and Child Care

The Governor maintains the three-year agreement to increase funding for child care and preschool by providing increased funding for reimbursement rates and increased state preschool slots. Specifically, his proposal includes:

- Increasing the Standard Reimbursement Rate by 2.8%, for a total General Fund and Proposition 98 investment of \$47.7 million—\$16.1 million and \$31.6 million, respectively
- Providing an ongoing \$34.2 million to convert the temporary Regional Market Rate (RMR) “hold harmless” provision to a permanent provision, beginning in 2019-20

The Budget proposal also provides an additional 2,959 full-day State Preschool slots, beginning in April 2018; fulfills the fiscal year 2017-18 increase to the RMR to the 75th percentile of the 2016 RMR survey, beginning January 1, 2018; and makes a modest adjustment to California Work Opportunity and Responsibility to Kids Stage 2 and Stage 3 to reflect caseload and estimated costs of care.

School Facilities

The 2018-19 State Budget proposes to authorize a total of \$640 million in Proposition 51 bond authority.

The proposed Budget includes an ongoing appropriation of \$28.3 million to the Charter School Facility Grant Program, to reflect anticipated program participation.

There is no proposed additional investment in the Clean Energy Jobs Creation Fund (Proposition 39), as fiscal year 2017-18 was the final year of the five-year program approved by the voters in 2012.

Federal Programs

There is continued uncertainty regarding federal appropriations for public education programs. In December 2017, Congress passed a Continuing Resolution (CR) that funds all discretionary funding at current levels until January 19, 2018. There are rumors that the CR will be extended through mid-February to allow Congress to work out deals on immigration and health care issues.

Dartboard Factors

The SSC Financial Projection Dartboard factors presented below are developed by SSC with input from independent state agencies and private economic consulting firms based on the latest information available. These factors are provided to assist school agencies in preparing their upcoming budgets and multiyear projections.

Factor	2017-18	2018-19	2019-20	2020-21	
LCFF Planning Factors	44.97%	100%	—	—	
Statutory COLA	1.56%	2.51%	2.80%	2.90%	
Ten-Year Treasuries	2.52%	2.90%	3.05%	3.20%	
California Consumer Price Index	3.18%	3.22%	3.04%	2.94%	
Lottery	Base	\$146	\$146	\$146	\$146
	Prop. 20	\$48	\$48	\$48	\$48

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POCKET BUDGET 2018-19

A Summary Analysis of the Governor’s Proposed 2018-19 State Budget for California’s Schools

Prepared by:



An Employee-Owned Company

January 2018

Public Education’s Point of Reference
for Making Educated Decisions

SCHOOL SERVICES OF CALIFORNIA, INC.

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

BOARD AGENDA BRIEFING

Meeting Date: 2-20-18
From: Craig Hamblin, Director of MOT

Attachments: X

Item Number: 9.2.4

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 January 2018

Presenter

Craig Hamblin

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
February 20, 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:

- **Delta High School**
 - Repaired exterior lights on Ag barn - \$134.80
 - Installed timer for exterior lights - \$130.35

- **D.H. White Elementary School**
 - Changed filters in HVAC units - \$314.51
 - Repaired heater in Room 15 - \$623.66

- **Isleton Elementary**
 - Changed filters in HVAC units - \$175.78
 - Repaired/cleaned out sewer lines in boys and girls restroom - \$1,341.68

- **Rio Vista High School**
 - Changed filters in HVAC units - \$350.85
 - Removed floor vents from old boiler room and filled slots with concrete for new carpeting - \$447.97
 - Repaired/cleaned out sewer lines between catch basin and tanks - \$317.34
 - Lined field for soccer - \$110.07
 - Lined football field for soccer - \$164.64
 - Waxed small office floors in Library - \$146.60

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

BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: none

From: Shanan Spears, Delta High School Agriculture Teacher

Item Number: 9.3.2

SUBJECT

Inform the board about the FFA Delta Chapter events going on this year at Delta High School and Clarksburg Middle School.

Action: _____
Consent Action: _____
Information Only: X

Background:

The Delta High School Agricultural Leadership students and teacher Shanan Spears would like to make their annual report to the Board about activities and successes of the chapter this school year.

Status:

There is no cost for the presentation; the DHS Floral Department will be providing a floral gift. The chapter officers will give an oral presentation.

Presenters: Agriculture teacher Shanan Spears

Other People Who Might Be Present: Laura Uslan, Principal at Delta High School

Cost &/or Funding Sources

No cost

Recommendation:

That the Board receives the information and presentation

Time: 5 mins.

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: February 20, 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 January 9, 2018

Action: _____
Consent Action: x____
Information Only: _____

Background:

Attached are the minutes from the Board of Trustee's meeting held on:
January 9, 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

January 9, 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 5:30 p.m. on January 9, 2018 at Rio Vista High School, Rio Vista, California.
2. **Roll Call of Members:**
 - Alicia Fernandez, President
 - Don Olson, Vice President
 - Marilyn Riley, Clerk
 - Sarah Donnelly, Member
 - Chris Elliott, Member
 - Katy Maghoney, Member
 - David Bettencourt, Member (Absent)

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 adjourn the meeting to Closed Session @ 5:34 pm
Member Olson moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)
5. **Open Session was reconvened at 6:35 pm**
 - 5.1 Roll was retaken, Member Bettencourt was 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 Vicky Turk, Principal of Rio Vista High School
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.
7. **Review and Approve the Open Session Agenda**
Board President Fernandez asked for a motion to approve the Open Session Agenda.
Member Olson moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)
8. **Public Comment:** Mr. Gordon Whiting read a letter to the Board of Trustees that he had written in regards to Radio Rio KRVH at Rio Vista High School. The letter was previously email to the Board of Trustees and Superintendent Beno. Mr. Whiting left a copy with the recorder, Jennifer Gaston.
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 attended Isleton Elementary School Winter Holiday Party. She stated that it was nice to see so many of her favorite people and thanked the staff for inviting her. Mr. Olson was unable to attend due to illness.
 - 9.1.2 Committee Report(s): None to Report
 - 9.1.3 Superintendent Beno's report(s) – Mr. Beno reported that he attended many of the holiday festivities and performances. He stated all were very nice and that Isleton Elementary School's performance was heavily attended. He wished everyone a Happy New Year and is looking forward to an exciting and productive 2018.
 - 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 the difference in enrollment from the beginning of the 2017-18 school year and December 2017 at the elementary and middle school level had an increase of five students. There was a decrease of eleven students at the high school level.
 - 9.2.2 Monthly Financial Report - Elizabeth Keema-Aston reported as submitted.
 - 9.2.2.1 Timeline for preparation of the 2018-2019 District Budget and LCAP. Ms. Keema-Aston reported that the timeline for the 2018-19 Budget and LCAP preparation starts with the evenings meeting and go through the June 27, 2018 Board meeting hitting on the highlights and estimated dates for having task completed in preparation of the adoptions.
 - 9.2.3 Maintenance, Operations & Transportation Update - Craig Hamblin reported that a few leaks had been discovered after the current rain storms, but noted that overall with district was doing well. Member

Maghoney inquired on the open bus driver positions. Mr. Hamblin mentioned that not only does the district have unfilled bus driving positions, but, there are two drivers out due to illness or injury. The lack of drivers has forced the district to cancel bus service to some areas. Notification has been sent out to families by the district notification system of the cancelled routes. It has been a hardship on the transportation department. Mr. Hamblin is doing research on the possibility on using a third party to fill these open positions. However, he feels it will be very costly. Once he has obtained the details he will forward the information to the Board.

9.2.4 Review the Annual Developer Fee Report – Elizabeth Keema-Aston reported that the District’s developer fee report was submitted for review at the December 12th Board meeting, meeting the 180 day deadline. Ms. Keema-Aston announced that the report is now open for discussion, and stating that although the report is open for discussion the Board isn’t required to accept or approve the submitted report.

9.2.5 Delta Elementary Charter School’s Material Revision Update - Elizabeth Keema-Aston reported that Delta Elementary Charter School (DECS) has made the required changes to their material revision per the River Delta Unified School District’s Board request on November 14th.

9.3 Other – Educational Services’ Reports and/or Presentation(s) – Kathy Wright, Director of Educational Services and Special Education reported that over the winter break, Danielle Tharp and she had worked on the special education performance indicator review report and improvement plan that is due to the state by January 30th. Three areas didn’t meeting the criteria out of the fourteen categories. The improvement plan was developed from the input of the study group session. Mrs. Wright also stated that information was received on the Special Education comprehensive full file review that will be upcoming. Systems will be setup and in place so the review will go smoothly.

Mrs. Wright reported that the textbook adoption for History and Social Science is underway and samples have been sent to sites for review, a few publishers will be chosen to pilot during the spring and a recommendation will be made for an adoption in June.

Grade level collaboration meetings have been planned to review the current report cards to determine if the standards are represented and to align the assessments with the new curriculum and standards that the student’s grades are based on.

9.3.1 Williams’ Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials – Fourth Quarter (October – December 2017) – Kathy Wright noted that the district hasn’t received any insufficiencies during the fourth quarter.

9.4 A Representative from Crowe Horwath LLP to present River Delta Unified School District’s 2016- 2017 Audit Reports: Jennifer Aras, Representative of Crowe Horwath, LLP made a presentation of the audit outcomes for River Delta Unified School District’s 2016-2017 general and Bond Audits. Both the General and Bond audits ranked or were found to have a clean audit without findings.

9.5 River Delta Unified Teacher’s Association (RDUTA) Update: Paul Delgado, President of RDUTA thanked Mr. Beno for adding the RDUTA update to the Board agenda. Mr. Delgado extended an invitation to the Board members to visit each classroom when they are on site visits and encouraged them to visit both the middle and high school classrooms in particular.

9.6 California State Employee’s Association (CSEA) Chapter #319 Update: None to report

9.7 Delta High School report on upcoming WASC visitation – Laura Uslan presented the WASC Self Study Report that will be submitted to the WASC committee. Ms. Uslan informed the Board that the WASC accreditation team will be on campus for the review on February 5-7, 2018. Mr. Beno thanked Ms. Uslan and her staff for their efforts.

10. **Consent Calendar**

10.1 Approve Board Minutes

Regular Meeting of the Board, December 12, 2017

10.2 Receive and Approve Monthly Personnel Reports

As of January 9, 2018 – None to report

10.3 District’s Monthly Expenditure Report

December 2017

10.4 Request to declare as surplus Bates Elementary School’s non-operable technology equipment from inventory and deem its value as zero – Maria Elena Becerra

10.5 Request the Rio Vista High School FFA to travel and attend the Annual California State FFA Convention in Anaheim, CA from April 22-25, 2018 – Funding by Ag Boosters, Ag Incentive Funding and fundraising – Vicky Turk, Maureen Reis & Holly Chesnut

10.6 Request to declare as surplus District Office non-operable technology equipment from inventory and deem its value as zero – Elizabeth Keema-Aston

10.7 Donations to Receive and Acknowledge:

Rio Vista High School – In memory of Alberto Guidi

Darrell F. Corti

Dwight & Raylene Williams

Joseph Bruno & Maryella Allred

Anthony & Norine Puccio

Edwina Hansen

Paul & Anna Turner – Franca Guidi

Beckman Family Trust

Verla Chaddick

Don & Sharon Emigh

Jerry & Nadine Penick

Rio Vista High School – Joseph Turk Memorial Scholarship

Kyle Turk & Kearsten Shepherd

Rio Vista High School – Girl's Golf Program

Rio Vista Women's 9 Holvers

Isleton Elementary School – 6th Grade Sly Park Educational Fieldtrip

Bank of Rio Vista - \$235

Isleton Elementary School – Pay It Forward - Cafeteria

Anonymous - \$350

Riverview Middle School – General Donations

Elizabeth Brockhouse (PG&E) - \$153.84

Bates Elementary School – General Donations

PG&E - \$480

Member Donnelly moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)

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

11. Request to accept and approve the Audit Report of Crowe Horwath LLP, Independent Auditor, for Fiscal Year 2016-2017 - Elizabeth Keema-Aston and a representative from Crowe Horwath LLP.

Member Donnelly moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)

12. Request to accept and approve the Audit reports of Crowe Horwath LLP, Independent Auditor, for Fiscal Year 2016-2017 for SFID#1 and SFID#2 – Elizabeth Keema-Aston and a representative from Crowe Horwath LLP.

Member Riley moved to approve, Member Olson seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)

13. Request to approve the second and final reading of the updated or new Board Policies, Administrative Regulations and or Exhibits due to new legislations or mandated language and citation revisions as of October 2017 – Don Beno

Member Olson moved to approve, Member Elliott seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)

14. Request of approve Resolution No. 740 – Authorizing Emergency Contract without bid for Rio Vista High School Asbestos Abatement and submit request to Superintendent of Schools, Sacramento County Office of Education for approval of Resolution – Don Beno

Member Olson moved to approve, Member Elliott seconded. Motion carried by roll call vote 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)

15. Request to approve the emergency repair work at Rio Vista High School pending Board approval of Resolution 740 and approval by the County Superintendent of Schools, Sacramento County Office of Education, contract with West Coast Environmental - not to exceed \$26,500 -- ERP Funding – Craig Hamblin

Member Olson moved to approve, Member Elliott seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)

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

17. 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.

Member Maghoney moved to approve, Member Elliott seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)

18. The meeting was adjourned at 7:22 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

Meeting Date: February 20, 2018

Attachments: X

Item no. 10.2

From: Bonnie Kauzlarich, Dir. of Personnel

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 mins. _____

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



BOARD AGENDA BRIEFING

Meeting Date: February 20, 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: Mon, Feb 05, 2018, 10:56 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696 (707) 374-6317 N	168.40	TRANS SMOG TESTS	01/18/2018	18384181 PO-180194	168.40	N
000323 ACADEMIC THERAPY PUBLICATIONS HIGH NOON BOOKS/ANN ARBOR PUB 20 LEVERONI COURT NOVATO, CA 94949-5746 (0) - 0 N	94.50	231994 SP ED SUPPLIES	01/11/2018	18383201 PO-180773	94.50	N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010 (800) 608-2272 N	755.46	12551 THARP ACSA REGISTR DECEMBER 2017 ACSA DUES	01/16/2018 01/16/2018	18383506 PO-180811 18383533 PV-180342	425.00 330.46	N N
012419 ACSA'S FOUNDATION 1517 L STREET SACRAMENTO, CA 95814 () - N	425.00	DHW N. CASEY EVERY CHLD CNTS	01/09/2018	18382632 PO-180796	425.00	N
002739 ALL WEST COACHLINES INC 7701 WILBUR WAY SACRAMENTO, CA 95828 (916) 423-4000 N	1,161.90	65350 DHS SPORTS TRANS	01/18/2018	18384182 PO-180553	1,161.90	N
012892 APPERSON EDUCATION PRODUCTS 851 SW 34TH STREET BLDG B RENTON, WA 98057 () - N	472.36	47814 CMS SUPPLIES	01/23/2018	18384782 PO-180816	472.36	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014572 ARREOLA, JOANA 7149 SNOWY BIRCH WAY SACRAMENTO, CA 95823	15.64	ASP SUPPLIES	01/16/2018	18383516 PO-180661	15.64	N
(0) - 0						N
012964 ASSOCIATED VALUATION SERVICES 1501 COFFEE ROAD SUITE N MODESTO, CA 95355	1,107.14	5738 WITHS INVENTORY	01/23/2018	18384796 PO-180122	1,107.14	N
(209) 543-8245						N
000757 BAGBY, RICHARD PO BOX 97 CLARKSBURG, CA 95612	164.50	MAINT LOCKSMITH SERVICES	01/16/2018	18383534 PV-180343	164.50	7
(916) 744-1617						Y
014367 BANK OF AMERICA PO BOX 15710 WILMINGTON, DE 19886-5710	15.00	DO EXPEDITED CARD FEE	01/18/2018	18384196 PV-180363	15.00	N
(0) - 0						N
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	7,258.54	ISLE ALARM	01/16/2018	18383517 PO-180108	93.72	N
		DHS ALARM	01/16/2018	18383517 PO-180582	313.68	N
		DO ALARM	01/16/2018	18383535 PV-180344	274.41	N
		DO ALARM	01/16/2018	18383535 PV-180344	754.36	N
(209) 465-1986		N BALCO HOLDINGS BATES ALARM	01/16/2018	18383535 PV-180344	260.37	N
		RVHS ALARM	01/16/2018	18383535 PV-180344	409.50	N
		RVHS ALARM	01/16/2018	18383535 PV-180344	113.97	N
		DO ALARM	01/16/2018	18383535 PV-180344	329.28	N
		RMS FIRE MONITORING	01/16/2018	18383535 PV-180344	4,709.25	N
011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615	35.31	BATES CONF REIMB	01/09/2018	18382657 TC-180160	35.31	N

(0) - 0 N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014080 BENO, DON 44438 N. EL MACERO DAVIS, CA 95618	93.09	SUPT REIMB SUPPLIES	01/09/2018	18382658 TC-180161	38.37	N
		SUPT REIMB SUPPLIES	01/09/2018	18382658 TC-180161	39.72	N
		SUPT CONF REIMB	01/30/2018	18385997 TC-180173	15.00	N
(503) 723-3892						N
012728 BENTON FENCE & DRILLING P.O. BOX 190 ACAMPO, CA 95220	1,850.00	6825 MAINT FENCE RVHS	01/23/2018	18384783 PO-180659	1,850.00	N
(209) 339-2303						N
013642 BLACK POINT ENVIRONMENTAL INC 930 SHILOH RD BLDG 40F WINDSOR, CA 95492	357.00	1898 PROJ #247 146 MAGNOLIA	01/18/2018	18384197 PV-180361	357.00	N
(707) 837-7407						N
014614 BUCKMASTER 623 W. STADIUM LANE SACRAMENTO, CA 95834	141.89	344550 DHS SERV CONTRACTS	01/09/2018	18382637 PO-180333	141.89	N
(916) 923-0500						N
014663 BURKE WILLIAMS & SORENSEN LLP 444 SOUTH FLOWER ST #2400 LOS ANGELES, CA 90071-2953	1,298.50	221654 LEGAL FEES	01/09/2018	18382645 PV-180324	1,298.50	Y
(213) 236-0600						Y
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745	2,080.18	TRANS PARTS	01/16/2018	18383507 PO-180196	415.84	N
		XA400000674 TRANS PARTS	01/23/2018	18384797 PO-180862	1,664.34	N
(209) 531-3928						N
010825 CABE 20888 AMAR ROAD	2,155.00	B21277 F5 CABE REGIST	01/11/2018	18383202 PO-180666	700.00	N
		B21318 BATES CABE REGIST	01/16/2018	18383508 PO-180729	175.00	N

WALNUT, CA 91789

A18107 CABE WRIGHT/NORRIS

01/18/2018 18384176 PO-180735

1,280.00 N

(626) 814-4441

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012938 CAEEA 4909 OVERLAND AVE CULVER CITY, CA 90230 (0) - 0 N	450.00	2789 WIND RIVER CASEY CONF	01/09/2018	18382636 PO-180701	450.00	N
003611 CALIFORNIA ACADEMIC DECATHLON 3420 BRISTOL ST SUITE 400 COSTA MESA, CA 92626 () - N	547.25	WG FIELD TRIP	01/23/2018	18384784 PO-180848	547.25	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333 N	569.86	ISLE WATER ISLE WATER ISLE WATER	01/18/2018 01/18/2018 01/18/2018	18384198 PV-180360 18384198 PV-180360 18384198 PV-180360	121.19 231.75 216.92	N N N
002324 CALIFORNIA CHAMBER OF COMMERCE BUSINESS SERVICES DIVISION PO BOX 398336 SAN FRANCISCO, CA 94139-8336 (0) - 0 N	731.69	11184945 2018 LABOR LAW POSTER	01/09/2018	18382646 PV-180325	731.69	N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690 (916) 776-1544 Y	384.50	ZRI007 RMS WATER ZWA010 WG WATER ZBA006 BATES WATER ZMOO02 MOKE WATER ZRI007 RMS WATER ZWA009 ASP DRINKING WATER	01/16/2018 01/18/2018 01/18/2018 01/18/2018 01/23/2018 01/23/2018	18383518 PO-180010 18384183 PO-180040 18384183 PO-180365 18384183 PO-180458 18384798 PO-180010 18384798 PO-180587	8.75 170.75 35.25 60.50 78.25 31.00	7 7 7 7 7 7
002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742 (0) - 0 N GLOBAL LABS IN	462.00	MAINT WATER TESTING MAINT WATER TESTING	01/09/2018 01/23/2018	18382638 PO-180127 18384799 PO-180127	112.00 350.00	N N

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011649 CALIFORNIA STATE UNIVERSITY SACRAMENTO 6000 J STREET SACRAMENTO, CA 95819-6010 () - N	300.00	EDUCATOR RECRUIT EXPO	01/16/2018	18383509 PO-180837	300.00	N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887 N	1,134.68	ISLE WASTE SERVICE	01/11/2018	18383226 PV-180337	1,134.68	N
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615 (0) - 0 N	72.76	WG MILEAGE	01/16/2018	18383544 TC-180169	72.76	N
014712 CARILLO, PATRICIA 7012 PRAZZO WAY ELK GROVE, CA 95757 (0) - 0 N	90.49	BATES SUPPLIES	01/09/2018	18382630 PO-180716	90.49	N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513 (0) - 0 N	31.90	DHW SUPPLIES	01/09/2018	18382639 PO-180119	31.90	N
002616 CDT INC 250 N GOLDEN CIRCLE DRIVE SUITE 210 SANTA ANA, CA 92705 (562) 986-4200 N	66.00	44373 DOT DRUG TESTING	01/09/2018	18382647 PV-180326	66.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014743 CENTER FOR LAND BASED LEARNING 5265 PUTAH CREEK ROAD WINTERS, CA 95691 (530) 795-1520 N	750.00	17/431 RVHS 3 SLEW FIELD DAYS	01/30/2018	18385988 PV-180379	750.00	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 N	2,165.40	WG GARBAGE MOKE GARBAGE TRANS GARBAGE BATES GARBAGE	01/16/2018 01/16/2018 01/16/2018 01/16/2018	18383536 PV-180345 18383536 PV-180345 18383536 PV-180345 18383536 PV-180345	844.50 74.17 123.64 1,123.09	N N N N
014130 CHARTER BROS PO BOX 505 PLEASANTON, CA 94566 (925) 497-2376 N	1,100.00	171201CA CTIEG RVHS CHARTER	01/23/2018	18384785 PO-180656	1,100.00	N
011425 CHESS AIR INC 178 OXBOW MARINA DRIVE ISLETON, CA 95641 (916) 777-7847 N	1,550.00	171212 MAINT HVAC REPAIR	01/09/2018	18382648 PV-180327	1,550.00	N
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039 (0) - 0 N	262.76	31295787 CMS XEROX LEASE	01/04/2018	18382068 PO-180626	262.76	N
014742 CITY OF ANTIOCH RECREATION DIV 4703 LONE TREE WAY ANTIOCH, CA 94531 (925) 776-3050 N	100.00	ISLE FIELD TRIP DEPOSIT	01/23/2018	18384786 PO-180880	100.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770	411.05	65340 ISLE SEWER	01/09/2018	18382640 PO-180112	411.05	N
000077 CITY OF RIO VISTA P.O. BOX 745 ONE MAIN STREET RIO VISTA, CA 94571 (0) - 0	3,151.69	DO SEWER RMS SEWER DHW SEWER DO WATER RMS WATER DHW WATER RVHS SEWER RVHS WATER	01/23/2018 01/23/2018 01/23/2018 01/23/2018 01/23/2018 01/23/2018 01/23/2018 01/23/2018	18384815 PV-180366 18384815 PV-180366 18384815 PV-180366 18384815 PV-180366 18384815 PV-180366 18384815 PV-180366 18384815 PV-180366 18384815 PV-180366	281.83 1.65 1.65 184.46 1,372.61 274.52 4.95 1,030.02	N N N N N N N N
014732 CLINE, BRUCE 152 REBECCA WAY FOLSOM, CA 95360 (0) - 0	2,047.50	#6022 B. CLINE DEV FEE REFUND	01/09/2018	18382654 PV-180334	2,047.50	N
000162 COUNTY OF SACRAMENTO ENVIRONMENTAL MANAGMENT DEPT 10590 ARMSTRONG AVENUE MATHER, CA 95655-4153 (916) 875-8484	2,058.00	CAFE HEALTH PERMITS CAFE HEALTH PERMITS CAFE HEALTH PERMITS	01/30/2018 01/30/2018 01/30/2018	18385994 PV-180386 18385994 PV-180386 18385994 PV-180386	686.00 686.00 686.00	N N N
014734 CSU CHICO CAREER CENTER EDUCATION HIRING FAIR 400 W FIRST STREET CHICO, CA 95929-0700 (530) 898-5253	275.00	EDUCATION HIRING FAIR	01/23/2018	18384787 PO-180835	275.00	N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139	17,407.71	136650 DW TECH SERVICES 136650 DW TECH SERVICES 136650 DW TECH SERVICES	01/09/2018 01/09/2018 01/09/2018	18382641 PO-180190 18382641 PO-180190 18382641 PO-180190	107.71 107.71 2,154.25	N N N

(888) 693-2827

N

136650	DW TECH SERVICES	01/09/2018	18382641	PO-180190	107.71	N
136650	DW TECH SERVICES	01/09/2018	18382641	PO-180190	8,078.44	N
136650	DW TECH SERVICES	01/09/2018	18382644	PO-180190	215.43	N
136694	ED SV CHROMEBOOKS	01/09/2018	18382631	PO-180791	5,551.29	N
136508	ISLE SURFACE PRO	01/23/2018	18384788	PO-180719	1,085.17	N

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013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 N	1,647.77	57508625 ED SV/SP ED LEASE 57508625 ED SV/SP ED LEASE 57427816 F5 PRINTER LEASE 57427799 WG PRINTER LEASES 57582736 DO SAVIN LEASE 57598496 BATES LEASE 57618015 BUS OFF COPY LEASE	01/04/2018 01/04/2018 01/11/2018 01/11/2018 01/16/2018 01/16/2018 01/16/2018	18382069 PO-180315 18382069 PO-180315 18383211 PO-180039 18383211 PO-180042 18383519 PO-180111 18383519 PO-180429 18383519 PO-180639	138.62 50.00 80.81 167.01 669.36 365.46 176.51	N N N N N N N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSEBURG, CA 95612 (916) 995-1335 N	159,118.00	JANUARY TAX IN LIEU	01/09/2018	18382649 PV-180328	159,118.00	N
011216 DEVELOPMENTAL RESOURCES INC 208 ASH AVE., STE#103 VIRGINIA BEACH, VA 23452 (0) - 0 N	179.00	1336 WG WORKSHOP	01/11/2018	18383203 PO-180771	179.00	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000 N	283.81	55E1416358 ISLE COPIER CONTRAC 55E1417133 WG SERV CONTRACTS 55E1420148 BATES MAINT AGRMNT	01/11/2018 01/18/2018 01/23/2018	18383212 PO-180005 18384184 PO-180043 18384800 PO-180363	188.43 30.19 65.19	N N N
012452 DOLK, HEATHER 311 CHARDONNAY WAY RIO VISTA, CA 94571 (707) 374-4836 N	42.79	ISLE SUPPLIES	01/23/2018	18384801 PO-180612	42.79	N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328 (0) - 0 N DS WATERS OF A	109.69	5005834 DO WATER	01/11/2018	18383225 PV-180336	109.69	N

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014731 FIELDING, JOSEPH 5261 DOGTOWN ROAD COULTERVILLE, CA 95311	142.80	PREMIUM REFUND	01/09/2018	18382659 TC-180162	142.80	N
(0) - 0						N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	7,826.67	JAN BIIG CIRCUIT	01/09/2018	18382650 PV-180329	4,926.16	N
		DO PHONE	01/30/2018	18385989 PV-180378	1,799.66	N
		RVHS PHONE	01/30/2018	18385989 PV-180378	1,042.39	N
		CMS PHONE	01/30/2018	18385989 PV-180378	292.58	N
		BATES PHONE	01/30/2018	18385989 PV-180378	594.04	N
(0) - 0		TRANS PHONE	01/30/2018	18385989 PV-180378	43.65	N
		MOKE PHONE	01/30/2018	18385989 PV-180378	105.79	N
		DHW PHONE	01/30/2018	18385989 PV-180378	276.17	N
		MAINT PHONE	01/30/2018	18385989 PV-180378	135.98	N
		RADIO RIO PHONE	01/30/2018	18385989 PV-180378	125.05	N
		WG PHONE	01/30/2018	18385989 PV-180378	232.44	N
		BATES PHONE	01/30/2018	18385989 PV-180378	65.19	N
		ISLE PHONE	01/30/2018	18385989 PV-180378	572.64	N
		RMS PHONE	01/30/2018	18385989 PV-180378	350.87	N
		TRANS PHONE	01/30/2018	18385989 PV-180378	104.81	N
		RMS PHONE	01/30/2018	18385989 PV-180378	43.85	N
		DHS PHONE	01/30/2018	18385989 PV-180378	927.47	N
		RMS PHONE	01/30/2018	18385989 PV-180378	44.03	N
		RMS PHONE	01/30/2018	18385989 PV-180378	59.67	N
		TRANS PHONE	01/30/2018	18385989 PV-180378	89.91	N
		MAINT PHONE	01/30/2018	18385989 PV-180378	79.67	N
		MAINT PHONE	01/30/2018	18385989 PV-180378	151.84	N
		ERATE CREDIT	01/30/2018	18385989 PV-180378	4,331.06	N
		CAFE PHONE	01/30/2018	18385995 PV-180378	41.55	N
		CAFE PHONE	01/30/2018	18385995 PV-180378	52.32	N
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826	464.00	980 ATTORNY FEES	01/23/2018	18384816 PV-180367	87.00	Y
		980 ATTORNY FEES	01/23/2018	18384816 PV-180367	87.00	Y
		980 ATTORNY FEES	01/23/2018	18384816 PV-180367	290.00	Y
(916) 706-1255						Y
014483 GOSS, HEATHER PO BOX 420	290.33	F5 SUPPLIES	01/16/2018	18383520 PO-180343	75.53	N
		F5 PARENT CLASS SNACKS	01/16/2018	18383520 PO-180561	65.00	N

DUNNIGAN, CA 95937

F5 MILEAGE

01/16/2018 18383545 TC-180170

149.80 N

(0) - 0 N

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013897 GOV CONNECTION INC 7503 STANDISH PLACE ROCKVILLE, MD 20855 (800) 800-0019	85.95	55363066 RVHS SUPPLY	01/23/2018	18384817 PV-180368	85.95	N
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609 (916) 444-5100	3,787.50	1322666/1322693 PROF FEES	01/16/2018	18383537 PV-180346	3,787.50	N
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479 (916) 372-7800	583.70	MAINT SUPPLIES	01/18/2018	18384185 PO-180131	583.70	N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831 (877) 311-4422	685.33	21834648 CMS SERVICE CONTRACT 21963483 DHS COPIER LEASES	01/04/2018 01/23/2018	18382070 PO-180334 18384802 PO-180332	309.95 375.38	N N
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533	1,900.00	SP ED OCC THERAPY W/E 12/21 SP ED OCC THERAPY W/E 1/11	01/04/2018 01/16/2018	18382071 PO-180306 18383521 PO-180306	600.00 1,300.00	Y Y
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 9055 DES MOINES, IA 50368-9055 (0) - 0	547.56	MAINT SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES	01/18/2018 01/18/2018 01/18/2018	18384186 PO-180132 18384186 PO-180319 18384186 PO-180319	453.54 47.01 47.01	N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116 (800) 225-5425	872.10	710090793 ED SV WORKBOOKS	01/16/2018	18383510 PO-180822	872.10	N
000215 INDEPENDENT COPY SERVICE 155 DELTA WAY RIO VISTA, CA 94571 (916) 743-2699	656.52	17-5321 RMS TONER 17-5321 RMS TONER	01/23/2018 01/23/2018	18384789 PO-180696 18384789 PO-180696	256.91 399.61	Y Y
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206 (707) 374-4037	3,366.68	3037342 DO FLAGS 3051537 RVHS COPY PAPER 3051537 RVHS COPY PAPER 3051537 RVHS COPY PAPER 3054830 ISLE SUPPLIES 3035060 ISLE TONER 3049404 RVHS SUPPLIES 3028199 ISLE SUPPLIES 3051538 RMS COPY PAPER 3051538 RMS COPY PAPER	01/09/2018 01/11/2018 01/11/2018 01/11/2018 01/11/2018 01/16/2018 01/18/2018 01/18/2018 01/23/2018 01/23/2018	18382633 PO-180655 18383204 PO-180766 18383204 PO-180766 18383204 PO-180766 18383204 PO-180787 18383511 PO-180698 18384187 PO-180565 18384187 PO-180684 18384790 PO-180764 18384790 PO-180764	67.79 767.08 250.00 250.00 325.98 208.78 152.35 77.62 760.24 506.84	N N N N N N N N N N
012926 INDOOR ENVIRONMENTAL SERVICES 1512 SILICA AVE SACRAMENTO, CA 95815-3312 (0) - 0	171,890.15	WO#2.1 PROP 36	01/23/2018	18384818 PV-180369	171,890.15	N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912 (916) 928-0770	156.24	IN85222 RVHS MAINT AGRMNT IN85222 RVHS MAINT AGRMNT	01/23/2018 01/23/2018	18384803 PO-180310 18384803 PO-180310	78.12 78.12	N N
013885 JIMARIES ENTERPRISES 22 MAIN STREET RIO VISTA, CA 94571	12.96	10000026 TRANS SUPPLIES	01/18/2018	18384199 PV-180365	12.96	N

(707) 374-6007

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014682 JONES, ZAIDA 10267 CROYDON WAY RANCHO CORDOVA, CA 95670 (0) - 0 N	27.71	SP ED MILEAGE	01/09/2018	18382660 TC-180163	27.71	N
012005 KIRK KENNER DBA DELTA REFRIDG 5 HILL CT. RIO VISTA, CA 94571 (707) 374-6213 Y KENNER, KIRK	1,731.93	4937 CAFE REPAIRS 4937 CAFE REPAIRS 4932 CAFE REPAIRS 4933 MAINT HVAC REPAIRS	01/16/2018 01/16/2018 01/16/2018 01/23/2018	18383515 PO-180279 18383515 PO-180279 18383532 PO-180825 18384804 PO-180863	18.85 323.26 692.69 697.13	7 7 7 7
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900 Y LA RUE, KNOX J	330.00	2245 TRANS REPEATER SERV	01/11/2018	18383213 PO-180207	330.00	7
011595 LAND PARK ACADEMY 6400 FREEPORT BLVD SACRAMENTO, CA 95822 (916) 427-2273 N ADVANCE EDUCAT	5,314.51	1105664 SP ED NPS FEES 1105664 SP ED NPS FEES	01/11/2018 01/11/2018	18383210 PO-180533 18383210 PO-180535	2,277.94 3,036.57	N N
012149 LARIOS, MARIA 12801 RIVER ROAD COURTLAND, CA 95615 (0) - 0 N	165.49	F5 SUPPLIES	01/16/2018	18383522 PO-180456	165.49	N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399 N	473.38	#133 RMS SUPPLIES #135 ED SV SUPPLIES	01/11/2018 01/18/2018	18383214 PO-180012 18384200 PV-180356	60.73 412.65	N N
014738 LORYN HUDSON 2763 CHELSEA DRIVE	260.00	SP ED HUNTER WORKSHOP	01/18/2018	18384177 PO-180828	260.00	Y

OAKLAND, CA 94611

(510) 589-2422

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014426 LOVE & LOGIC INSTITUTE ATTN: SUE KENNEDY 2207 JACKSON STREET GOLDEN, CO 80401-2300 (800) 338-4065	109.00	164632 ISLE WORKSHOP	01/23/2018	18384791 PO-180814	109.00	N
014665 LOY MATTISON ENTERPRISES 7038 ALMOND HILL COURT ORANGEVALE, CA 95662 (0) - 0	357.50	090117093017 ERATE SERVICES	01/16/2018	18383523 PO-180361	357.50	Y
000711 LYMAN PARTS DEPOT 14301 RAILROAD AVE WALNUT GROVE, CA 95690- (916) 776-1744	105.04	#13112 MAINT SUPPLIES	01/18/2018	18384188 PO-180139	105.04	N
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641 (0) - 0	173.88	F5 MILEAGE	01/16/2018	18383546 TC-180171	173.88	N
012735 MCKINLEY ELEVATOR CORP. 555 FULTON ST SUITE 202 SAN FRANCISCO, CA 94102 (415) 626-9951	300.00	A100629 MAINT SUPPLIES	01/11/2018	18383215 PO-180140	300.00	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000	1,018.00	1511940 RMS MODULAR LEASE 1538584 RMS MODULAR	01/09/2018 01/30/2018	18382655 PV-180333 18385996 PV-180385	509.00 509.00	N N
014720 MR ROOTER	595.00	61165 MAINT SEWER SERVICE	01/04/2018	18382073 PV-180319	595.00	N

PO BOX 166
FAIRFIELD, CA 94533

(707) 864-1773

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757	495.61	WG AVID LUNCHES F5 SUPPLIES	01/11/2018 01/16/2018	18383205 PO-180046 18383524 PO-180812	200.00 295.61	N N
(0) - 0						N
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815	597.48	K86652 TRANS TIRES	01/11/2018	18383216 PO-180209	597.48	N
(916) 922-1075						N
014016 O'REILLY AUTO PARTS 233 S PATTERSON SPRINGFIELD, MO 65802	838.36	TRANS SUPPLIES	01/16/2018	18383525 PO-180211	838.36	N
(0) - 0						N O'REILLY AUTOM
000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571	218.42	#1608 RVHS AG SUPPLIES #1608 RVHS AG SUPPLIES #676 MAINT SUPPLIES	01/16/2018 01/16/2018 01/18/2018	18383526 PO-180065 18383526 PO-180065 18384189 PO-180141	22.57 22.57 173.28	N N N
(0) - 0						N
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137	137.55	687304172 ASP SUPPLIES	01/18/2018	18384190 PO-180437	137.55	N
(800) 228-0475						N OTC DIRECT INC
011634 OTO'S CAR CARE & REPAIR 8110 FREEPORT BLVD SACRAMENTO, CA 95832	223.00	TRANS SMOG TESTS	01/23/2018	18384805 PO-180212	223.00	7
() -						Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780 (714) 573-0900	13,710.20	67598 ATTORNEY FEES 67598 ATTORNEY FEES 67563 ATTY FEES 67563 ATTY FEES 67563 ATTY FEES	01/23/2018 01/23/2018 01/30/2018 01/30/2018 01/30/2018	18384819 PV-180370 18384819 PV-180370 18385990 PV-180381 18385990 PV-180381 18385990 PV-180381	2,720.39 1,763.00 7,786.31 107.50 1,333.00	Y Y Y Y Y
Y PARKER & COVE						
013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571 (0) - 0	49.22	ISLE MILEAGE	01/11/2018	18383231 TC-180166	49.22	N
N						
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259 (800) 627-7271	257.35	11444902 SP ED SUPPLIES	01/16/2018	18383512 PO-180762	257.35	N
N						
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605 (0) - 0	47,208.62	RVHS GARAGE SHOP DO LIFT PUMP N. NETH DO CMS RMS DHW DHW GARAGE ISLE DHS SCH PUMP DHS LT'S LT'S LT'S RVHS FIELD DHW ELECT	01/04/2018 01/11/2018	18382074 PV-180320 18383227 PV-180338	7,091.08 279.18 57.38 57.55 9.86 39.97 828.95 1,194.77 2,205.51 3,819.70 139.33 64.30 2,373.63 3,090.65 133.72 3,895.84 31.32 11.34 19.98 759.94 26.58	N N
N PACIFIC GAS AN						

GARAGE	01/30/2018	18385991	PV-180380	117.28	N
RMS	01/30/2018	18385991	PV-180380	1,637.77	N
DHW	01/30/2018	18385991	PV-180380	2,978.61	N
DHS	01/30/2018	18385991	PV-180380	19.99	N
RVHS FIELD	01/30/2018	18385991	PV-180380	223.94	N
RVHS	01/30/2018	18385991	PV-180380	5,863.86	N
DHW	01/30/2018	18385991	PV-180380	100.48	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003270 PG&E (Continued...)		GARAGE	01/30/2018	18385991 PV-180380	51.01	N
		ISLE	01/30/2018	18385991 PV-180380	1,830.01	N
		SHOP	01/30/2018	18385991 PV-180380	56.46	N
		DO	01/30/2018	18385991 PV-180380	57.58	N
		DHS	01/30/2018	18385991 PV-180380	2,772.67	N
		FLD LTS	01/30/2018	18385991 PV-180380	133.39	N
		DHS	01/30/2018	18385991 PV-180380	3,693.00	N
		DHS	01/30/2018	18385991 PV-180380	31.33	N
		LIFT PUMP	01/30/2018	18385991 PV-180380	9.52	N
		DHS	01/30/2018	18385991 PV-180380	11.33	N
		N. NETH	01/30/2018	18385991 PV-180380	39.99	N
		DO	01/30/2018	18385991 PV-180380	621.20	N
		CMS	01/30/2018	18385991 PV-180380	828.62	N
002737 PLATT 4021 SOUTH MARKET COURT SACRAMENTO, CA 95834 (916) 928-0929	74.99	P140822 MAINT SUPPLIES	01/23/2018	18384806 PO-180143	74.99	N
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823 (916) 422-0571	16,275.50	160572 SP ED INST ASST 30480/30492 NPS DUES 30480/30492 NPS DUES 30514/30533/30524 NPS DUES	01/23/2018 01/23/2018 01/23/2018 01/23/2018	18384807 PO-180414 18384807 PO-180416 18384807 PO-180417 18384807 PO-180418	8,182.40 2,766.82 2,486.28 2,840.00	N N N N
002828 POSITIVE PROMOTIONS INC 15 GILPIN AVE HAUPPAUGE, NY 11788-8821 (800) 635-2666	124.15	5919337 ISLE SUPPLIES	01/18/2018	18384178 PO-180763	124.15	N
014589 PRECISION EXAMS 610 S 850 E SUITE 100 LEHI, UT 84043 (801) 653-9356	96.00	13370 CRANE PRECISION EXAMS	01/09/2018	18382634 PO-180780	96.00	N
012857 PRISTINE REHAB CARE	25,715.03	5135/5150 SP ED SPEECH THERAPY	01/09/2018	18382642 PO-180300	14,448.00	7

706 N. DIAMOND BAR BLVD STE #B
DIAMOND BAR, CA 91765

5090/5115 SP ED SPCH THERAPY 01/11/2018 18383217 PO-180300 11,267.03 7

(317) 371-3866 Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011770 QUALITY SOUND SYSTEMS P.O. BOX 5501 2010 EAST FREMONT ST STOCKTON, CA 95205 () - N	2,035.00	50049 DHS BOYS LOCKER ROOM	01/11/2018	18383228 PV-180339	2,035.00	N
011048 QUILL CORPORATION 100 SCHELTER ROAD LINCOLNSHIRE, IL 60094-0600 (800) 789-8965 N	91.58	3161070 CDS SUPPLIES	01/23/2018	18384808 PO-180428	91.58	N
013907 QUILL PRODUCTS PO BOX 94080 PALATINE, IL 60094-4080 () - N	911.20	3258414 CMS SUPPLIES	01/11/2018	18383218 PO-180331	911.20	N
013892 R & R GLASS CO 4418 OLIVE DRIVE FAIRFIELD, CA 94533 (707) 429-3618 Y	1,163.33	TRANS REPAIRS	01/23/2018	18384809 PO-180216	1,163.33	Y
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852 (0) - 0 N	455.91	50000034 DHS AG SUPPLIES 50000034 DHS AG SUPPLIES	01/11/2018 01/11/2018	18383219 PO-180320 18383219 PO-180320	227.96 227.95	N N
014410 RAMBO, SONIA 9697 NATURE TRAIL WAY ELK GROVE, CA 95757 (0) - 0 N	28.50	RMS SUPPLY REIMB	01/09/2018	18382661 TC-180164	28.50	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000088 RAMOS OIL COMPANY INC DEPT # 34335 PO BOX 39000 SAN FRANCISCO, CA 94139-0001 (916) 371-2570 N	6,567.41	986472 TRANS FUEL 986218 TRANS FUEL	01/09/2018 01/18/2018	18382643 PO-180202 18384191 PO-180202	3,170.82 3,396.59	N N
014058 RASMUSSEN, AMY 662 SIMMER WAY RIO VISTA, CA 94571 (0) - 0 N	12.00	TRANS DMV RENEWAL	01/16/2018	18383547 TC-180172	12.00	N
014724 RHODE ISLAND NOVELTY 350 COMMERCE DR FALL RIVER, MA 02720 (888) 988-2244 N	102.25	3797966 WG SUPPLIES	01/23/2018	18384792 PO-180775	102.25	N
014268 RICO DE ROMERO, MARISOL 12645 SUTTER ISLAND ROAD COURTLAND, CA 95615 (0) - 0 N	16,953.50	2016 MILEAGE/ SP ED 2017 MILEAGE/ SP ED 2017 BUS PASSES/ SP ED 2016 BUS PASSES/ SP ED	01/25/2018 01/25/2018 01/25/2018 01/25/2018	18385405 PV-180377 18385405 PV-180377 18385405 PV-180377 18385405 PV-180377	7,112.88 8,630.62 660.00 550.00	N N N N
014071 RIO VISTA BEACON PO BOX 726 BRENTWOOD, CA 94513 (925) 550-7811 N	55.00	57859 EMP CLASSIFIED ADS 257862 EMPLMNT AD	01/09/2018 01/18/2018	18382651 PV-180330 18384202 PV-180358	30.00 25.00	N N
002751 RIO VISTA FORD 1010 STATE HWY 12 RIO VISTA, CA 94571 (0) - 0 N	9.93	122985 TRANS PARTS	01/23/2018	18384810 PO-180213	9.93	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012016 RIO VISTA PIZZA FACTORY 201 MAIN STREET RIO VISTA, CA 94571	94.07	52631G ED SV SUPPLIES	01/11/2018	18383220 PO-180694	94.07	N
() -						N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	1,756.54	DHW GARBAGE RVHS GARBAGE DO WASTE SERVICE	01/16/2018 01/16/2018 01/18/2018	18383538 PV-180347 18383538 PV-180347 18384201 PV-180355	1,018.85 620.69 117.00	N N N
(0) - 0						N
011875 RIVER DELTA USD 445 MONTEZUMA ST RIO VISTA, CA 94571	210.00	SD REISSUE PICENO HLTH BENEFIT	01/18/2018	18384203 PV-180352	210.00	N
(0) - 0						N
000729 RIVER NEWS HERALD 21 S FRONT STREET RIO VISTA, CA 94571	107.25	67563 HR ADVERTISING	01/23/2018	18384811 PO-180387	107.25	N
(0) - 0						N GIBSON PUBLICA
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691	2,593.82	257705 TRANS PARTS	01/16/2018	18383527 PO-180214	2,593.82	7
() -						Y
014143 RODRIGUEZ, CLAUDIA PO BOX 62 COURTLAND, CA 95615	188.32	SP ED PARENT TRANS	01/11/2018	18383232 TC-180167	188.32	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	125.55	1-636 TRANS SUPPLIES	01/16/2018	18383528 PO-180222	125.55	N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852 (0) - 0	9,855.39	WG ELECT WG ELECT WG ELECT TRANS ELECT BATES ELECT BATES ELECT WG ELECT TRANS ELECT BATES ELECT	01/16/2018 01/16/2018 01/16/2018 01/16/2018 01/16/2018 01/16/2018 01/16/2018 01/16/2018 01/16/2018	18383539 PV-180349 18383539 PV-180349 18383539 PV-180349 18383539 PV-180349 18383539 PV-180349 18383539 PV-180349 18383539 PV-180349 18383539 PV-180349 18383539 PV-180349	26.97 460.11 3,843.22 121.62 584.36 4,757.29 20.00 13.48 28.34	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	1,710.40	1ST QTR 17/18 FISCAL AGENT FEE 1ST QTR 17/18 FISCAL AGENT FEE 1ST QTR 17/18 FISCAL AGENT FEE 1ST QTR 17/18 FISCAL AGENT FEE 1ST QTR 17/18 FISCAL AGENT FEE	01/18/2018 01/18/2018 01/18/2018 01/18/2018 01/18/2018	18384209 PV-180357 18384209 PV-180357 18384210 PV-180357 18384210 PV-180357 18384210 PV-180357	356.18 356.18 332.68 332.68 332.68	N N N N N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827 (0) - 0	447.92	BATES SEWER WG SEWER MOKE SEWER	01/04/2018 01/04/2018 01/04/2018	18382075 PV-180321 18382075 PV-180321 18382075 PV-180321	155.26 174.25 118.41	N N N
014179 SACRAMENTO ZOOLOGICAL SOCIETY 3930 W. LAND PARK DR. SACRAMENTO, CA 95822 (916) 808-5888	560.00	ISLE ZOOMOBILE	01/16/2018	18383513 PO-180830	560.00	N
014680 SALCEDO, YULIANA 16791 GLASSCOCK RD	352.28	SP ED PARENT TRANS	01/09/2018	18382662 TC-180165	352.28	N

LODI, CA 95242

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012039 SAN JOAQUIN CO OFFICE OF ED 2707 TRANSWORLD DRIVE STOCKTON, CA 95213	750.00	111665 BATES HOANG 111667/111666 CARRILLO/CAILLES 111664 BATES HUTCHINS CONF	01/09/2018 01/09/2018 01/09/2018	18382635 PO-180817 18382635 PO-180818 18382635 PO-180819	375.00 250.00 125.00	N N N
(0) - 0						N
012207 SCHOOL OUTFITTERS.COM P.O. BOX 141231 CINCINNATI, OH 45250-1231	593.65	1245696 RMS CHARGING CART	01/11/2018	18383206 PO-180756	593.65	Y
(800) 260-2776						Y
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942	318.43	308102926934 CMS SUPPLIES 208119700676 DHS SUPPLIES 208119699629 DHS SUPPLIES 308102924322 BATES SUPPLIES	01/18/2018 01/23/2018 01/23/2018 01/23/2018	18384192 PO-180330 18384812 PO-180324 18384812 PO-180324 18384812 PO-180367	160.85 36.72 9.05 111.81	N N N N
(0) - 0						N
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826	1,012.04	181227 RVHS CATALOGS	01/23/2018	18384793 PO-180792	1,012.04	N
(0) - 0						N
014450 SCOTT TECHNOLOGY GROUP 1143 N. MARKET BLVD STE #7 SACRAMENTO, CA 95834	471.18	511139 WG PRINTER CHARGES 42563/52080 BATES MAINT AGRMNT 240992 DO STAPLES 240992 DO STAPLES	01/11/2018 01/16/2018 01/18/2018 01/18/2018	18383223 PO-180041 18383531 PO-180430 18384208 PV-180354 18384208 PV-180354	96.79 92.91 84.44 197.04	N N N N
(916) 913-6191						N WIZIX TECHNOLO
013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585	2,745.37	93496 WG PROPANE 95930 BATES PROPANE 93496 WG PROPANE 93496 WG PROPANE 95930 BATES PROPANE 93381 TRANS PROPANE 95930 BATES PROPANE 93381 TRANS PROPANE	01/18/2018 01/18/2018 01/18/2018 01/18/2018 01/18/2018 01/18/2018 01/18/2018 01/18/2018	18384204 PV-180362 18384204 PV-180362 18384204 PV-180362 18384204 PV-180362 18384204 PV-180362 18384204 PV-180362 18384204 PV-180362 18384204 PV-180362	2.42 576.69 695.92 2.42 2.01 3.86 2.01 1,109.76	N N N N N N N N
(707) 425-2951						N

93381	TRANS PROPANE	01/18/2018	18384204	PV-180362	3.86	N
4354	BATES PROPANE	01/23/2018	18384820	PV-180371	99.00	N
4355	TRANS PROPANE	01/23/2018	18384820	PV-180371	99.00	N
4352	WG PROPANE	01/23/2018	18384820	PV-180371	.34	N
4352	WG PROPANE	01/23/2018	18384820	PV-180371	.34-	N
4354	BATES PROPANE	01/23/2018	18384820	PV-180371	.34-	N
4355	TRANS PROPANE	01/23/2018	18384820	PV-180371	.34-	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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013480 SHELDON GAS COM (Continued...)		4355 TRANS PROPANE	01/23/2018	18384820 PV-180371	.34	N
		4353 MOKE PROPANE	01/23/2018	18384820 PV-180371	66.00	N
		4353 MOKE PROPANE	01/23/2018	18384820 PV-180371	.23	N
		4354 BATES PROPANE	01/23/2018	18384820 PV-180371	.34	N
		4352 WG PROPANE	01/23/2018	18384820 PV-180371	99.00	N
		4353 MOKE PROPANE	01/23/2018	18384820 PV-180371	.23-	N
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000055 SIA DELTA DENTAL	7,210.06	DEC 2017 PREMIUMS	01/30/2018	18385992 PV-180382	2,346.13	N
P.O. BOX 276710		DEC 2017 PREMIUMS	01/30/2018	18385992 PV-180382	21.67	N
SACRAMENTO, CA 95827-6710		DEC 2017 PREMIUMS	01/30/2018	18385992 PV-180382	1,149.62	N
		DEC 2017 PREMIUMS	01/30/2018	18385992 PV-180382	176.09	N
(0) - 0 N		JAN 2018 PREMIUMS	01/30/2018	18385992 PV-180383	2,267.35	N
		JAN 2018 PREMIUMS	01/30/2018	18385992 PV-180383	1,081.96	N
		JAN 2018 PREMIUMS	01/30/2018	18385992 PV-180383	167.24	N
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000056 SIA VISION SERVICE	547.96	JANUARY 2018 PREMIUMS	01/16/2018	18383540 PV-180348	259.56	N
P.O. BOX 276710		JANUARY 2018 PREMIUMS	01/16/2018	18383540 PV-180348	288.40	N
SACRAMENTO, CA 95827-6710						
(0) - 0 N						
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003512 SILVA, SHARON	149.73	BUS OFF CONF REIMB	01/30/2018	18385998 TC-180174	149.73	N
101 SOUTH FRONT ST. #28						
RIO VISTA, CA 94571						
(0) - 0 N						
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014454 SINGH, PRITIKA	447.26	SP ED PARENT TRANS	01/11/2018	18383233 TC-180168	447.26	N
212 WEST HWY 220						
RYDE, CA 95680						
(916) 491-0657 N						
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012084 SODEXO INC & AFFILIATES	44,594.47	CAFE NOV MEALS	01/04/2018	18382077 PV-180323	30,790.86	N
DEPT. 43283		CAFE NOV MEALS	01/04/2018	18382077 PV-180323	8,759.22	N
LOS ANGELES, CA 90088-3283		CAFE JULY 2017	01/23/2018	18384824 PV-180375	5,044.39	N
(0) - 0 N						

3356576670	DHW SUPPLIES	01/23/2018	18384794	PO-180029	17.72	N
335486064	DHW SUPPLIES	01/23/2018	18384794	PO-180029	7.56	N
3354836063	DHW SUPPLIES	01/23/2018	18384794	PO-180029	8.53	N
3350144776	DHW SUPPLIES	01/23/2018	18384794	PO-180030	20.10	N
3361809485	DHW SUPPLIES	01/23/2018	18384794	PO-180032	17.45	N
3360906494	DHW SUPPLIES	01/23/2018	18384794	PO-180032	40.33	N
3361966040	DHW SUPPLIES	01/23/2018	18384794	PO-180032	48.71	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3361809483 DHW SUPPLIES	01/23/2018	18384794 PO-180032	8.63	N
		3361809484 DHW SUPPLIES	01/23/2018	18384794 PO-180032	5.61	N
		3348295106 WG SUPPLIES	01/23/2018	18384794 PO-180037	63.27	N
		3348295106 WG SUPPLIES	01/23/2018	18384794 PO-180037	.22	N
		3348295106 WG SUPPLIES	01/23/2018	18384794 PO-180037	.22	N
		3360116391 MAINT SUPPLIES	01/23/2018	18384813 PO-180150	40.63	N
		3360009066 MAINT SUPPLIES	01/23/2018	18384813 PO-180150	10.79	N
		3360009065 MAINT SUPPLIES	01/23/2018	18384813 PO-180150	80.55	N
		3361367281 BUS OFF SUPPLIES	01/23/2018	18384813 PO-180189	40.53	N
014723 STAR AUTISM SUPPORT 6663 SW BEAVERTON-HILLSDALE HWY #119 PORTLAND, OR (503) 297-2864	1,599.40	18856 SP ED SUPPLIES	01/18/2018	18384179 PO-180767	1,599.40	N
013400 STATE BOARD OF EQUALIZATION PO BOX 942879 SACRAMENTO, CA 94279-8044 (0) - 0	98.00	OCT-DEC 2017 SALES TAX	01/25/2018	18385406 PV-180376	98.00	N
013401 STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION PO BOX 942879 SACRAMENTO, CA 94279-6155 (916) 322-9669	88.18	OCT-DEC 2017 FUEL USE TAX	01/23/2018	18384821 PV-180372	88.18	N
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814 (0) - 0	113.00	276741 HR FINGERPRINTING	01/11/2018	18383230 PV-180341	113.00	N
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12	337.52	#23100 TRANS SUPPLIES	01/16/2018	18383529 PO-180220	337.52	N

RIO VISTA, CA 94571

(707) 374-5567

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013947 SUPPLY WORKS PO BOX 742056 LOS ANGELES, CA 90074-2056 (877) 577-1114	872.30	432082312 WG SUPPLIES 423237171 WG SUPPLIES 423566975 TRANS SUPPLIES 422353896 ISLE SUPPLIES 424804201 RMS CREDIT 422676387 RVHS SUPPLIES 424650711 RMS SUPPLIES	01/16/2018 01/16/2018 01/18/2018 01/23/2018 01/23/2018 01/23/2018 01/23/2018	18383530 PO-180156 18383530 PO-180156 18384193 PO-180221 18384814 PO-180156 18384814 PO-180156 18384814 PO-180156 18384814 PO-180156	10.83 38.97 10.81 556.80 332.82 254.89 332.82	N N N N N N N
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571 (707) 374-2680	137.13	RVHS SUPPLIES RVHS SUPPLIES	01/18/2018 01/18/2018	18384180 PO-180067 18384194 PO-180733	39.97 97.16	N N
014703 TEACHER LEARNING CENTER PO BOX 20481 ROCHESTER, NY 14602 (800) 772-5227	1,410.00	14346 WG WORKSHOP 14257 RMS WORKSHOP REGIST	01/11/2018 01/16/2018	18383208 PO-180689 18383514 PO-180664	705.00 705.00	N N
011695 THOMSON WEST P.O. BOX 64833 ST PAUL, MN 55164-0833 (0) - 0	1,379.62	837533398 HR CA CODE	01/18/2018	18384207 PV-180359	1,379.62	N
014741 TINGEY, JOSIAH 826 ELM WAY RIO VISTA, CA 94571 (0) - 0	431.18	SD# 99526026 REPLACMNET	01/18/2018	18384206 PV-180353	431.18	N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0	260,444.64	OPEB/PARTS ADDITIONAL CONTRIB DECEMBER 2017 PAYROLL GASB 45	01/09/2018 01/16/2018	18382653 PV-180331 18383542 PV-180351	250,000.00 10,444.64	N N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014718 ULIBAS PASCUAL, JENNIFER 4312 ROSECREEK CT SACRAMENTO, CA 95826	100.00	BATES SUPPLIES	01/23/2018	18384795	PO-180751	100.00	N
(0) - 0							N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	405.44	DO SHIPPING FEES DO SHIPPING FEES DO SHIPPING DO SHIPPING	01/09/2018 01/09/2018 01/23/2018 01/30/2018	18382652 18382652 18384822 18385993	PV-180332 PV-180332 PV-180373 PV-180384	92.62 37.36 144.65 130.81	N N N N
(0) - 0							N
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258	820.11	347317026 RVHS LEASE AGRMNT 346198773 DHW LEASE AGRMNT	01/04/2018 01/04/2018	18382072 18382072	PO-180078 PO-180113	324.38 495.73	N N
(800) 328-5371							N
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004	1,478.66	DHS SFTY WG SFTY RMS SFTY BEHAVORIST DHW SFTY SP ED ISLE SFTY ISLE CUST DHS CUST RVHS CUST DO SFTY GEN ADMIN WG CUST RMS CUST DHW CUST BATES ADMIN DHW ADMIN ISLE ADMIN RVHS ADMIN NURSE 1 NURSE 2 ED SV	01/04/2018 01/04/2018	18382076 18382076	PV-180322 PV-180322	.22 .22 .22 37.21 .22 38.96 .22 .22 1.15 4.08 .44 25.75 .22 .22 .22 83.28 72.62 25.21 77.18 36.15 36.13 99.63	7 7
() -		Y VERIZON WIRELE					

OPERATIONS	01/04/2018	18382076	PV-180322	40.98	7
GARDENERS	01/04/2018	18382076	PV-180322	40.43	7
CMS CUST	01/04/2018	18382076	PV-180322	36.74	7
BATES CUST	01/04/2018	18382076	PV-180322	57.07	7
RVHS SFTY	01/04/2018	18382076	PV-180322	.22	7
MAINT	01/04/2018	18382076	PV-180322	245.76	7
COUNSELORS	01/04/2018	18382076	PV-180322	111.27	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
<hr/>						
013997 VERIZON WIRELES (Continued...)		TRANS 1	01/04/2018	18382076 PV-180322	91.78	7
		TRANS 2	01/04/2018	18382076 PV-180322	2.79	7
		ASES 1	01/04/2018	18382076 PV-180322	42.17	7
		ASES 2	01/04/2018	18382076 PV-180322	49.51	7
		ASES 3	01/04/2018	18382076 PV-180322	43.81	7
		SP ED	01/04/2018	18382076 PV-180322	176.36	7
<hr/>						
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251	238.77	DHS AG WASTER SERV	01/11/2018	18383222 PO-180312	111.66	N
		DHS AG WASTER SERV	01/11/2018	18383222 PO-180312	111.66	N
		DHW WASTE SERV	01/23/2018	18384823 PV-180374	15.45	N
(0) - 0						N
<hr/>						
014583 WEST INTERACTIVE SERVICES CORP PO BOX 561484 DENVER, CO 80256-1484 (888) 527-5225	3,040.00	88018 ED SV SCHOOL MESSENGER	01/11/2018	18383209 PO-180732	3,040.00	N
<hr/>						
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688 (707) 451-3000	3,747.84	RMS PORTABLE LEASE	01/09/2018	18382656 PV-180335	936.96	N
		RVHS PORTABLE LEASE	01/09/2018	18382656 PV-180335	936.96	N
		DHW PORTABLE LEASE	01/09/2018	18382656 PV-180335	936.96	N
		RMS PORTABLE LEASE	01/09/2018	18382656 PV-180335	936.96	N
<hr/>						
014706 ZOOM IMAGING SOLUTION 200 S. HARDING BLVD ROSEVILLE, CA 95678 (916) 369-6526	482.94	1873392 DHW PRINTER SERV	01/11/2018	18383224 PO-180675	40.63	N
		1880365 DHW PRINTER SERV	01/18/2018	18384195 PO-180675	442.31	N
District total:	922,684.96					
Report total:	922,684.96					

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: X

From: Maria Elena Becerra, Principal of Bates Elementary School

Item Number: 10.4

SUBJECT

Request to declare as surplus old computers, old printers that are no longer in working order and deem as zero value

Action:

Consent Action: X

Information Only:

Background:

There is a room that has so many computers that are old and can no longer be updated to run any of the programs nor the internet.

Status:

Bates Elementary requests the permission of the RDUSD Board of Education to surplus the attached list of old computer and printers which no longer work.

Presenter: Maria Elena Becerra, Principal

Other People Who Might Be Present:

Cost &/or Funding Sources

There is no cost to the school or to the school district. All the equipment will be sent to E-waste if approved.

Recommendation:

That the Board deems listed technology items as surplus with zero value to the district

Time: 2 minutes

River Delta Unified School District
Surplus Declaration

School Site: Bates Elementary

Board Meeting Date: Jan. 2018

Asset Tag#	Make	Description	Serial #	Approx. Value
006412	Panasonic	T.V.	H4AA43359	Ø
N/A	3M	overhead projector	170061579	Ø
0184	Sony	T.V.	704045	Ø
004310	HP	HP design jet 800ps	SG3C96104M	Ø
N/A	Genuine Joe	water dispenser	N/A	Ø
N/A	Sharp	C.D Player	N/A	Ø
000261	Highland	overhead projector	1003850	Ø
N/A	3M	overhead projector	170148585	Ø
N/A	APOLLO Concept	overhead projector	517027A011206583	Ø
N/A	3M	overhead projector	170089747	Ø
000350	Highland	overhead projector	1003848	Ø
N/A	Brother	Fax and copier	062053H8F	Ø
000194	infocus	overhead projector	1065105	Ø
000348	Highland	over Head projector	1003831	Ø
005265	3M	overhead projector	170155412	Ø
N/A	3M	overhead projector	170063949	Ø
005266	3M	overhead projector	170155416	Ø
005267	3M	overhead projector	70025939	Ø
2326	Zenith	T.V.	42226026348	Ø

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



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: X

From: Antonia Slagle, Isleton Elementary Principal

Item #: 10.5

SUBJECT

Request to approve the Independent Contract for Services Agreement with Sacramento Theatre Company for the 2017-2018 school year at a cost not to exceed \$1,950 (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 4-5 students in weekly sessions for 5 weeks and 6 weeks for 6th grade. Instructor will meet with teachers before programming starts as well as provide an introductory session to classes (i.e. assembly). Following 10 week program, teachers will receive all curriculum.

Date(s) of Service(s): 2017-2018 school year (February-May, 2018)

Presenter:

Antonia Slagle, Principal, Isleton Elementary

Cost &/or Funding Sources (be specific)

Zero Cost to the district - Not to exceed \$ 1,950 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 2017-2018 school year at a cost not to exceed the value of \$1,950.00

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 FEBRUARY 21, 2018 through JUNE 1, 2018. 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 the English Language Arts standards to 4th and 5th grades (1 hour sessions, 5 sessions each) and 6th grade (2 hour sessions, 6 sessions), facilitate a teacher orientation/collaboration meeting prior to classes, and a reflection meeting at the conclusion of classes.

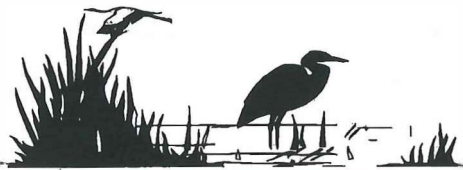
3. **PAYMENT FOR SERVICES:** CONSULTANT shall receive compensation at the rate of:
\$75.00 per hour for class instruction (22 hours total)
\$150.00 per hour for program meetings (2 hours total)
for a total cost not to exceed \$ value of \$1950.00 (grant funded)

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 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*

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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 Mokelumne 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 Co., (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.

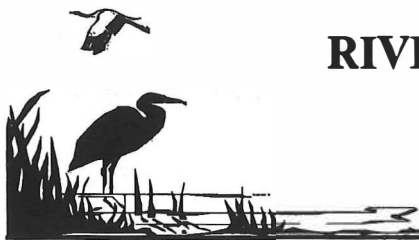
In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

<u>M. Noufer</u>	<u>1/09/17</u>
Signature of Authorized Representative	Date Signed
<u>Michele Hillen-Noufer</u>	<u>Sacramento Theatre Company</u>
Typed/Printed Name of Authorized Representative	Company Name
Address, Email & Phone: <u>1419 H St</u>	
<u>Sacramento, CA 95814</u>	

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



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

This is to affirm that the Contractor/Independent Contractor (Consultant), Sacramento Theatre Co. 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 the ELA standards to 4-6 grade students

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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- 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:

Sacramento Theatre Company

Printed/Typed Name _____ Date 1.9.18

Social Security Number/Federal Tax ID Number _____

1419 H Street CA 95814
Address State Zip

916-446-7501 ext 110
Contact Phone and Email

[Signature]
Signature (Contractor/Consultant Authorized Representative)

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Antonia L. Slagle

Requested By _____ Date _____
[Signature] 1/09/18
Approval Signature Date

n/a
Budget Code (Name & Coding)

Board of Trustees Action _____ Date _____

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

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.



RIVER DELTA UNIFIED SCHOOL DISTRICT

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CONTRACTOR INSURANCE REQUIREMENTS

Contractor represents that it does carry and will continue to carry, with Insurance companies acceptable to the District, the following insurance coverages for any work or liability, including products and completed operations, arising out of or in any way connected with the work under this agreement:

Commercial General Liability Coverage—on an “occurrence form” policy containing a per occurrence limit of at least \$1,000,000 or the total cost of the project, which ever is more, protecting against bodily injury, property damage and personal injury claims arising from the exposures of (1) premises and operations; (2) products and completed operations (with a separate limit of coverage at least equal to the per occurrence limit); (3) independent subcontractors; (4) Contractual liability risk covering the indemnity obligations set forth in the hold harmless and indemnification agreement; and (5) where applicable, property damage resulting from explosion, collapse, or underground (x, c, u) exposures. The policy may not contain any exclusion or reduction in coverage for any of the above listed exposures.

Automobile Liability Coverage—insuring against bodily injury and/or property damage arising out of the operation, use, loading or unloading of any auto including owned, non-owned, hired and employee autos with limits of at least \$1,000,000.

Worker’s Compensation and Employer’s Liability Coverage—providing statutory benefits imposed by applicable state or federal laws such that the District will have no liability to Contractor or its employees, subcontractors and agents; and that Contractor will satisfy all Worker’s Compensation obligations imposed by state law. If Contractor has any employees that are subject to the rights and obligations of the Longshoremen and Harbor Workers Act, then the Worker’s Compensation Insurance must be broadened to provide such coverage. In addition, Contractor agrees to carry Employer’s Liability Coverage with limits of not less than \$1,000,000 per accident for each employee.

Professional Liability Coverage—insuring, where applicable, for any exposures resulting from professional liability with limits of at least \$1,000,000.

Additional Insured—Contractor shall add “River Delta Unified School District, its board of trustees, officers, agents and employees” (collectively the “District”) as an additional insured via separate endorsement by having the insurance carrier issue an ISO CG 20 10 edition date 11 85 Additional Insured Endorsement or its equivalent. Such endorsement must include completed operations coverage for the benefit of the additional insured. This extension shall apply to the full extent of the actual limits of Contractor’s coverages even if such actual limits exceed the minimum limits required by this agreement. The District’s additional insured status under the policy(ies) must not be limited by amendatory language to the policy. To the extent umbrella or excess insurance is available above the minimum required limits stated in this Agreement, the protection afforded the District in the umbrella or excess liability insurance shall be as broad or broader than the coverages present in the underlying insurance and in accordance with this agreement. Each general liability, umbrella, or excess policy shall specifically state that the insurance provided by the Contractor shall be considered primary, and insurance of the District shall be considered excess for purposes of responding to claims.

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Attachment to Superintendent's Statement

DISTRICT'S CONFLICT-OF-INTEREST CODE

"The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Reg. Sec. 18730) which contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict-of-interest code of the River Delta Joint Unified School District.

Designated employees shall file their statements with the River Delta Joint Unified School District which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008.) Statements for all designated employees will be retained by the River Delta Joint Unified School District in the Superintendent's Office."

Below are excerpts from attachments to the above Code regarding consultant disclosure:

Consultants must be included in the list of designated employees and must disclose pursuant to the broadest disclosure category in this code (*) subject to the following limitation: The superintendent may determine in writing that a particular consultant, although a "designated position", 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 this Section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict-of-Interest Code. In addition, if the contract itself contains conflict of interest disclosures, the consultant is not required to re-file under this provision.

Designated persons in this category must report: (a) Interests in real property which are located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property. (b) Investments or business positions in or income, including gifts, loans, and travel payments, from sources which: (1) are engaged in the acquisition or disposal of real property within the district. (2) are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or (3) manufacture or sell supplies, books, machinery or equipment of the type used by the district.

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Contractor shall evidence that such insurance is in force by furnishing the District with acceptable proof thereof with a Certificate of Insurance together with a copy of the declarations page of the policies and all policy endorsements, or if requested by the District, certified copies of the policies. The certificate, declarations page, and all policy endorsements shall become a part of this agreement. Each certificate of insurance shall (1) contain an unqualified statement that the policy shall not be subject to cancellation, nonrenewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to the District, but in the event of non-payment of premium, ten (10) days notification will be provided; (2) show the District as Additional Insured by referencing and attaching the required endorsement; (3) shall indicate that the Contractor's coverage is primary and the District's insurance is excess for any claims; and (4) as to CGL coverage shall state "Policy includes contractual liability coverage insuring the agreement and obligations of the insured to indemnify the District and others to the extent set forth in the Agreement between the insured and the District."


Subcontractors and Suppliers—If the Contractor should sublet any work to another party (subcontractor), Contractor guarantees that such subcontractor shall indemnify the District as set forth in this agreement and shall carry insurance as set forth in these requirements prior to permitting subcontractor to commence its work. Contractor shall obtain a signed agreement from such subcontractor indemnifying the District as set forth in this Agreement and agreeing to carry insurance as set forth above. In addition, Contractor shall require in its purchase orders that each supplier indemnifies Contractor and the District from all losses arising from any materials, products, or supplies included in such work.

Any attempt by the Contractor to cancel or modify such insurance coverage, or any failure by the Contractor to maintain such coverage, shall be default under this Agreement and, upon such default, the District will have the right to terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to other remedies, the District may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

These insurance requirements are independent of and shall not in any way limit the indemnity obligations of the Contractor under this agreement.

The amounts and types of insurance set forth above are minimums required by the District and shall not substitute for an independent determination by Contractor of the amounts and types of Insurance which Contractor shall determine to be reasonably necessary to protect itself and its work. The District reserves the right to modify these provisions relating to indemnification and insurance, and Contractor agrees to be bound by such modifications 30 days after receipt of the modified provisions.

Failure to enforce any of the provisions of these requirements or any of the provisions of this agreement shall in no way constitute a waiver of such provisions. In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.


1.9.18

Signature of Authorized Representative _____ Date Signed _____
 Michele Hulen - Noufer _____ Sacramento Theatre Co.

Typed/Printed Name of Authorized Representative _____ Company Name _____
 Address, Email & Phone: 1419 H Street _____
 Sacramento, CA 95817

1/14/08

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- Walnut Grove School
- Delta High School
- Wind River School
- Clarksburg Middle
- Riverview Middle
- 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

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



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.6

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Elaine H. Talley, M.Ed., J.D. for the 2017-2018 school year at a cost not to exceed \$2,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Elaine H. Talley, M.Ed., J.D.

Description of Service(s): To mediate and/or facilitate IEP meetings.

Date(s) of Service(s): 2017-2018 school year

Presenter:

Kathy Wright, Director of Educational Services

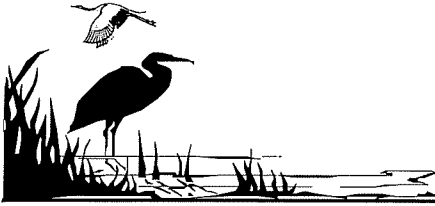
Cost &/or Funding Sources (be specific)

\$145.00 per hour. Not to exceed \$2,000 paid by Special Education.

Recommendation:

That the Board approve the Independent Contract for Services Agreement with Elaine H. Talley, M.Ed., J.D. for the 2017-2018 school year at a cost not to exceed \$2,000.

Time: 2 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995
<http://riverdelta.org>

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 Elaine H. Talley, M.Ed., J.D. hereinafter referred to as "CONSULTANT."

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions and the terms of this agreement shall supersede any conflicting provision in a contract provided by the Consultant which may be attached to this agreement. Consultant acknowledges and agrees that performance on this Agreement shall be subject to availability of District funds.

1. TERM: The term of this agreement is from February 20, 2018 through June 30, 2018. Extension or renewal requires approval of DISTRICT Superintendent 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 Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

This agreement may be terminated at the convenience of either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall immediately suspend any further performance of services pursuant to this agreement, except as otherwise authorized by the DISTRICT in writing, and Consultant shall be compensated only for services provided up through the date of termination.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows (extra pages may be added but must be identified as part of this paragraph): To mediate and/or facilitate IEP meetings

PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:
\$145.00 per hour. Not to exceed \$2,000.

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 but must be pre-approved. 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 with receipts attached.

2. 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. The District maintains the right to monitor the performance of Consultant and may require consultant to submit appropriate reports including but not limited to financial reports, audit reports, and/or internal control reports as determined by the District. In addition, the Consultant understands and agrees that Consultant's work product shall be subject disclosure in accordance with the Public Records Act (Gov. Code §§ 6250 *et seq.*).

Creating Excellence To Ensure That All Students Learn

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

- 3. STATUS OF CONTRACTOR: DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services 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.
- 4. HOLD HARMLESS AND INDEMNIFICATION: CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. ARBITRATION: It is mandated that all parties of this agreement jointly agree on the identification of the arbitrator, the venue of the arbitration hearing, the manner in which the arbitrator's fee is satisfied and by whom, and whether or not the decision is binding.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Printed/Typed Name Date

Requested By (signature/printed) Date

Social Security Number/Federal Tax ID Number

Supt/Board Approval Signature Date

Address State Zip

Budget Code (Name & Coding)

Contact Phone and Email

Date of Board of Trustees Action

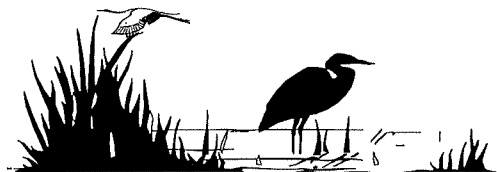
Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

- 1. Are you presently or have you been a member of PERS: Yes___ No_ or STRS: Yes___ No_
- 2. Are you presently an employee of River Delta Unified School District? Yes _____ No _____

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.

By: SY of AALRR/BLM



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-1700

Fax (707) 374-2995

<http://riverdelta.org>

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Elaine H. Talley, M.Ed., J.D., (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 death or injury negligently caused by the Contractor/Consultant to any person or tangible property because of, arising out of, or in any way related to the Contract/Consultant's performance of this Agreement, except that Contractor/Consultant shall not be liable to defend, indemnify or hold harmless the District for the negligent or intentional acts 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.

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

By SY of AALRR

Creating Excellence To Ensure That All Students Learn

Bates School
Clarksburg Middle

Isleton School
Riverview Middle
River Delta High/Elementary School

Walnut Grove School
D.H. White Elementary

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

Delta High School
Rio Vista High School

Wind River School
Mokelumne High School

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



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.7

SUBJECT

Request to approve the Independent Contract for Services Agreement with Maxim Staffing Solutions for the 2017-2018 school year at a cost not to exceed \$20,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Maxim Staffing Solutions

Description of Service(s): To provide a Speech Language Pathology Assistant (SLPA) for substitute staffing services.

Date(s) of Service(s): 2017-2018 school year

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

\$65.00 per hour. Not to exceed \$20,000 paid by Special Education.

Recommendation:

That the Board approve the Independent Contract for Services Agreement with Maxim Staffing Solutions for the 2017-2018 school year at a cost not to exceed \$20,000.

Time: 2 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

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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 Maxim Staffing Solutions hereinafter referred to as "CONSULTANT."

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions and the terms of this agreement shall supersede any conflicting provision in a contract provided by the Consultant which may be attached to this agreement. Consultant acknowledges and agrees that performance on this Agreement shall be subject to availability of District funds.

- 1. TERM:** The term of this agreement is from January 1, 2018 through June 30, 2018. Extension or renewal requires approval of DISTRICT Superintendent 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 Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

This agreement may be terminated at the convenience of either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall immediately suspend any further performance of services pursuant to this agreement, except as otherwise authorized by the DISTRICT in writing, and Consultant shall be compensated only for services provided up through the date of termination.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows (extra pages may be added but must be identified as part of this paragraph): To provide a Speech Language Pathology Assistant (SLPA) for substitute staffing services.

PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:
\$65.00 per hour for a total cost not to exceed \$20,000.

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 but must be pre-approved. 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 with receipts attached.

- 2. 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. The District maintains the right to monitor the performance of Consultant and may require consultant to submit appropriate reports including but not limited to financial reports, audit reports, and/or internal control reports as determined by the District. In addition, the Consultant understands and agrees that Consultant's work product shall be subject disclosure in accordance with the Public Records Act (Gov. Code §§ 6250 et seq.).

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- 3. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services 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.
- 4. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.
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- 7. **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.
- 8. **ARBITRATION:** It is mandated that all parties of this agreement jointly agree on the identification of the arbitrator, the venue of the arbitration hearing, the manner in which the arbitrator's fee is satisfied and by whom, and whether or not the decision is binding.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Printed/Typed Name Date

Requested By (signature/printed) Date

Social Security Number/Federal Tax ID Number

Supt/Board Approval Signature Date

Address State Zip

Budget Code (Name & Coding)

Contact Phone and Email

Date of Board of Trustees Action

Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

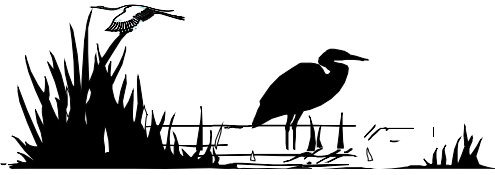
- 1. Are you presently or have you been a member of PERS: Yes___ No_ or STRS: Yes___ No_
- 2. Are you presently an employee of River Delta Unified School District? Yes _____ No _____

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.

By: SY of AALRR/BLM

Creating Excellence To Ensure That All Students Learn

Bates School	Isleton School	Walnut Grove School	Delta High School	Wind River School
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RIVER DELTA UNIFIED SCHOOL DISTRICT

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(707) 374-1700 Fax (707) 374-2995

<http://riverdelta.org>

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Maxim Staffing Solutions, (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 death or injury negligently caused by the Contractor/Consultant to any person or tangible property because of, arising out of, or in any way related to the Contract/Consultant's performance of this Agreement, except that Contractor/Consultant shall not be liable to defend, indemnify or hold harmless the District for the negligent or intentional acts 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.

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

By SY of AALRR

Creating Excellence To Ensure That All Students Learn

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	Delta Elementary Charter School			

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



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: X

Item #: 10.8

From: Kathy Wright, Director of Educational Services

SUBJECT:

Action:
Consent Action: X
Information Only:

Approval for out of state travel for Kathy Wright to travel to Phoenix, Arizona to attend a mandatory training as the AVID Coordinator - AVID District Leadership Training February 21 through February 23, 2018 at a cost not to exceed \$1,000

Background & Status:

Out of state travel for RDUSD employees requires board action.

Presenter: Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Airfare, hotel and other expenses such as food will not exceed \$1,000 paid by Educational Services.

Recommendation:

That the board approve the out of state travel for Kathy Wright to travel to Phoenix, Arizona to attend the AVID District Leadership Training February 21 through February 23, 2018 at a cost not to exceed \$1,000

Time: 2 mins.

AVID District Leadership K-12



Session 5 Agenda

Day 1, 7:00 am–3:30 pm

- Hosted Breakfast (7:00–8:00 am)
- Welcome and Introductions
- David Meade Video and One-Minute Speech
- Focus on Reflection
- Learning Objectives
- AVID Mission and College Readiness
- Snack Break! (9:30–9:40 am)
- Districtwide Definition & Schoolwide Domains
- Districtwide AVID Operational Plan
Districtwide AVID & Culture Arrow;
Belief System & Why
- Shift Happens
- Hosted Lunch (11:30 am–12:10 pm)
- Culture Arrow: Districtwide Vision for College Readiness
- Leadership/Culture
- Snack Break! (1:30–1:40 pm)
- Leadership/Culture: Trust Building
- Systems
- Districtwide AVID Operational Plan

Day 2, 7:00 am–3:30 pm

- Hosted Breakfast (7:00–8:00 am)
- Welcome Back
- All Four Domains: Barriers to College Readiness
- Law of Diffusion of Innovation
- Snack Break! (9:30–9:40 am)
- Leadership for Change: *Motion Leadership*
- David Conley's Keys for College Readiness
- Hosted Lunch (11:30 am–12:10 pm)
- Instruction: College Readiness
- Instruction: Conley's Four Keys
- Snack Break! (1:30–1:40 pm)
- Connecting to District Goals & Operational Planning
- Closure and Evaluation

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



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.9

SUBJECT

Request to approve the Independent Contract for Services Agreement with ProCare Therapy for the 2017-2018 school year at a cost not to exceed \$25,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: ProCare Therapy

Description of Service(s): To provide a Licensed Vocational Nurse (LVN) for supplemental staffing services.

Date(s) of Service(s): 2017-2018 school year

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

\$48.00 per hour. Not to exceed \$25,000 paid by Special Education.

Recommendation:

That the Board approve the Independent Contract for Services Agreement with ProCare Therapy for the 2017-2018 school year at a cost not to exceed \$25,000.

Time: 2 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

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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 ProCare Therapy hereinafter referred to as "CONSULTANT."

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions and the terms of this agreement shall supersede any conflicting provision in a contract provided by the Consultant which may be attached to this agreement. Consultant acknowledges and agrees that performance on this Agreement shall be subject to availability of District funds.

1. **TERM:** The term of this agreement is from February 1, 2018 through June 30, 2018. Extension or renewal requires approval of DISTRICT Superintendent 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 Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

This agreement may be terminated at the convenience of either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall immediately suspend any further performance of services pursuant to this agreement, except as otherwise authorized by the DISTRICT in writing, and Consultant shall be compensated only for services provided up through the date of termination.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows (extra pages may be added but must be identified as part of this paragraph): To provide Licensed Vocational Nurses (LVN) for supplemental staffing services.

PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:

\$48.00 per hour for a total cost not to exceed \$25,000.

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 but must be pre-approved. 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 with receipts attached.

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- 3. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services 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.
- 4. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.
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- 8. **ARBITRATION:** It is mandated that all parties of this agreement jointly agree on the identification of the arbitrator, the venue of the arbitration hearing, the manner in which the arbitrator's fee is satisfied and by whom, and whether or not the decision is binding.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Printed/Typed Name _____ Date _____

Requested By (signature/printed) _____ Date _____

Social Security Number/Federal Tax ID Number _____

Supt/Board Approval Signature _____ Date _____

Address _____ State _____ Zip _____

Budget Code (Name & Coding) _____

Contact Phone and Email _____

Date of Board of Trustees Action _____

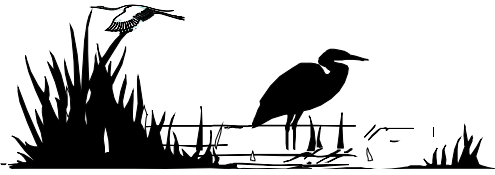
Signature (Contractor/Consultant Authorized Representative) _____

Consultant must answer the two questions below:

- 1. Are you presently or have you been a member of PERS: Yes___ No_ or STRS: Yes___ No_
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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.

By: SY of AALRR/BLM



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HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, ProCare Therapy, (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 death or injury negligently caused by the Contractor/Consultant to any person or tangible property because of, arising out of, or in any way related to the Contract/Consultant's performance of this Agreement, except that Contractor/Consultant shall not be liable to defend, indemnify or hold harmless the District for the negligent or intentional acts 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.

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

By SY of AALRR

Creating Excellence To Ensure That All Students Learn

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

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



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.10

SUBJECT

Request to approve the Independent Contract for Services Agreement with Clear Vue Eye Care for the 2017-2018 school year at a cost not to exceed \$5,100.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Clear Vue Eye Care

Description of Service(s): To provide vision therapy services for a district student.

Date(s) of Service(s): 2017-2018 school year

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

\$170 per session. Not to exceed \$5,100 paid by Special Education.

Recommendation:

That the Board approve the Independent Contract for Services Agreement with Clear Vue Eye Care for the 2017-2018 school year at a cost not to exceed \$5,100.

Time: 2 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995
<http://riverdelta.org>

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 Clear Vue Eye Care hereinafter referred to as "CONSULTANT."

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions and the terms of this agreement shall supersede any conflicting provision in a contract provided by the Consultant which may be attached to this agreement. Consultant acknowledges and agrees that performance on this Agreement shall be subject to availability of District funds.

1. **TERM:** The term of this agreement is from February 1, 2018 through June 30, 2018. Extension or renewal requires approval of DISTRICT Superintendent 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 Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

This agreement may be terminated at the convenience of either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall immediately suspend any further performance of services pursuant to this agreement, except as otherwise authorized by the DISTRICT in writing, and Consultant shall be compensated only for services provided up through the date of termination.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows (extra pages may be added but must be identified as part of this paragraph): To provide Licensed Vocational Nurses (LVN) for supplemental staffing services.

PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:

\$170 per session for a total cost not to exceed \$5,100.

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 but must be pre-approved. 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 with receipts attached.

2. **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. The District maintains the right to monitor the performance of Consultant and may require consultant to submit appropriate reports including but not limited to financial reports, audit reports, and/or internal control reports as determined by the District. In addition, the Consultant understands and agrees that Consultant's work product shall be subject disclosure in accordance with the Public Records Act (Gov. Code §§ 6250 *et seq.*).

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

- 3. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services 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.
- 4. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.
- 5. **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.
- 6. **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.
- 7. **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.
- 8. **ARBITRATION:** It is mandated that all parties of this agreement jointly agree on the identification of the arbitrator, the venue of the arbitration hearing, the manner in which the arbitrator's fee is satisfied and by whom, and whether or not the decision is binding.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Printed/Typed Name Date

Social Security Number/Federal Tax ID Number

Address State Zip

Contact Phone and Email

Signature (Contractor/Consultant Authorized Representative)

Requested By (signature/printed) Date

Supt/Board Approval Signature Date

Budget Code (Name & Coding)

Date of Board of Trustees Action

Consultant must answer the two questions below:

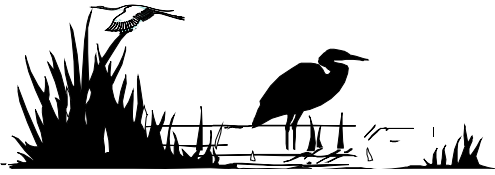
- 1. Are you presently or have you been a member of PERS: Yes___ No_ or STRS: Yes___ No_
- 2. Are you presently an employee of River Delta Unified School District? Yes _____ No _____

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.

By: SY of AALRR/BLM

Creating Excellence To Ensure That All Students Learn

- | | | | | |
|------------------------------------|----------------------------------|---------------------------------|-----------------------|-----------------------|
| 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 | | |
| | Delta Elementary Charter School | | | |



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-1700 Fax (707) 374-2995

<http://riverdelta.org>

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Clear Vue Eye Care, (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 death or injury negligently caused by the Contractor/Consultant to any person or tangible property because of, arising out of, or in any way related to the Contract/Consultant's performance of this Agreement, except that Contractor/Consultant shall not be liable to defend, indemnify or hold harmless the District for the negligent or intentional acts 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.

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

By SY of AALRR

Creating Excellence To Ensure That All Students Learn

- | | | | | |
|------------------------------------|---------------------------------------|---------------------------------|-----------------------|-----------------------|
| 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 | Mokelumne High School |
| River Delta High/Elementary School | River Delta Community Day School..... | Delta Elementary Charter School | | |
| | Delta Elementary Charter School | | | |

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: ___X___

From: Laura Uslan, Delta High School and
Clarksburg Middle School Principal

Item Number: __10.11__

SUBJECT

Request to declare as surplus non-operable technology equipment from inventory at Delta High School and Clarksburg Middle School and deem its value to be \$0.

Action: _____
Consent Action: __X___
Information Only: _____

Background:

The attached list of technology can no longer be used or updated to be in working order.

Status:

CMS and DHS request the permission of the RDUSD Board of Trustees to surplus the attached list of outdated technology and deem as zero value.

Presenters: Laura Uslan, Principal

Other People Who Might Be Present:

Cost &/or Funding Sources

No cost to the district. All equipment will be sent to E-waste, if approved.

Recommendation:

That the Board declares the list of non-operational technology equipment as surplus with zero value.

Time: _____2 mins.____

E-WASTE LIST FOR DELTA HIGH SCHOOL & CLARKSBURG MIDDLE SCHOOL 2/20/2018
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DELL COMPUTERS

DISTRCT # 010141	005295	003999	009038	009015	009029
008702	005140	008815	004739	008884	008888
005138	006300	008870	008885	006301	008879
008877	010140	008880	008878	001024	008820
008664	008668	004734	008666	008695	008698
004742	005139	004744	004746	008689	005431
004743	008730	006008	008667	008669	006065
004642	008672	006901	008571	008793	005753
005752	005132	004642	008672		

DELL COMPUTER SERIAL # 76TFM HDMBNB1 76tfm

DELL " " " " SKLBL11

GATEWAY COMPUTER 008813 008876

HP VECTRA COMPUTER SERIAL # 3530A03891 hp vectra ser. #3530a3891

COMPAQ COMPUTER SERIAL # GTCP14711558

Toshiba Laptop ser# 30483791u

MONITORS

DELL	006030	006028	006031	006040	006035	006043
	006042	005755	006015	ser. #CV0668VC	s/ncn-0Y1GOM-	
74261-O7U-3URS		E172FPt 7735427888-OC JL		E773s MX-0Y1352-47605-474 B7EY		
E773s MX-0Y1352-47605-474B7E2		E772p CN-04121-H7804-32B-B20M		E773S MX-0Y1352-		
47605-47U-B7EC		E773SMX-0Y1352-47605-47U-BF7		E773S MX-0Y1352-47605-47U-BF72		
E772P CN-04P121-473804-32B-B236		E771P MX-0419TG-47801-197-HON6		E773S MX-0Y1352-		
47605-47U-BF74		E771P MX-0419TG-47801-197-HON3		E156FPF CN-OY9998-72872-597-049L		

View sonic A07011210263

" " " " A07011210398

Acer monitor ser#etl49084290106c9e4201

PRINTERS

HP SERIAL #	CNGKK35886	CNBK109270	CNK501162
CN0543K1GF	RDUSD#008842	USBFO55683	DIST # 008671`
LASERJET P1505 VND3G38359	4620 CN35N331TH	SER# CNBOB12209	

COPIERS

RICOH 1027 SERIAL # J0220801102

APPLE COMPUTER 005977

HP FAX 1240 LN58DG1B4

ROYAL COPY STAR 2130 SER. #PQ37006539H

DAHLE PAPER SHREDDER - Dist. # 007345

DELL PROJECTOR 010151

HITACHI PROJECTOR 007738

OVERHEAD PROJECTORS

3M 1700 70052854 PRJECTION OPTICS G25834R BUHL C-51861 DIST#001288

APOLLO 507027A020911630 APOLLO DIST # 001320 96032454 3M DIST#001880 260432

BUHL C-51890 DIST#001306 APOLLO 507027A020911662 APOLLO 507027A0291624

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: _____

From: Laura Uslan, Delta High School Principal

Item Number: __10.12__

SUBJECT

Request to approve Delta High School Senior Class of 2018 student trip "Grad Bash" at Universal Studios in Hollywood, California, on May18-19, 2018.

Action: _____

Consent Action: __x__

Information Only: _____

Background:

Delta High School Senior Class students will participate in this celebration of graduation as their chosen Senior Trip for 2018.

Status: The Class of 2018 completed fundraisers to reduce the cost of the trip and fully pay for the cost of the charter bus. Food vouchers for all students will be funded by The Tyler Uslan Foundation. All Seniors were advised that financial support in the form of scholarships are available for anyone who cannot pay the remaining cost of the trip.

The Senior class will travel by charter bus to Universal Studios on Friday, May 18, and return to Clarksburg on Saturday, May 19.

Presenter: Laura Uslan, Delta High School Principal

Other People Who Might Be Present: Katie Ingalls and Kimberly Leyerly, Senior Class Advisors.

Cost &/or Funding Sources

\$90 per student (price reduced by Senior Class fundraisers)

Recommendation:

That the Board approve travel to the Grad Bash at Universal Studios for the Delta High School Class of 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: 2/20/2018

Attachments: X

From: Nick Casey, Principal of D.H. White Elementary School

Item Number: 10.13

SUBJECT :

Request to apply for the "First 5 Solano" Pre-Kindergarten Academy Services grant.

Action: _____

Consent Action: X

Information Only: _____

Background:

D.H. White has been successfully implementing the Pre-Kindergarten academy every summer. It is time to apply for renewal of this grant. Awards will be for a three-year term. This grant will allow us to continue to provide a high quality, developmentally appropriate early childhood learning experience for entering Kindergarteners who have limited prior preschool experience. We have received strong positive feedback from the community regarding this program in the past and we hope to continue this for the next three years.

Status:

Application deadline is March 2, 2018. If approved, Mr. Casey will apply for grant immediately.

Presenter: Nick Casey

Other People Who Might Be Present: n/a

Cost &/or Funding Sources

No cost to the district to apply for the grant

Recommendation:

That the board approve Mr. Casey applying for the "First 5 Solano" Pre-Kindergarten Academy Services Grant.

Time: 5 mins.

**Pre-Kindergarten Academy
Services
Request for Applications (RFA)
#2018-03**



**Completed applications must be received
by 5:00 PM PST on March 2, 2018 at:**

**First 5 Solano
RFA #2018-03.
601 Texas St., Ste. 210
Fairfield, CA 94533**

RFA Coordinator:
Juanita Morales
jsmorales@solanocounty.com

www.first5solano.org

A. Overview

First 5 Solano (“County”) is seeking proposals from qualified and eligible applicants for grants of up to \$10,000 per classroom annually for Pre-Kindergarten (Pre-K) Academy services in Solano County. Awards will be for a three-year term (FY2018/19, FY2020/21 and FY2021/22). Services support First 5 Solano’s mission and strategic plan Goal 4: All children enter Kindergarten ready to learn.

First 5 Solano expects to award multiple three-year grants of up to \$10,000 per classroom annually, based on a classroom standard of 24 children and a per-session standard of at least four weeks. Applicants will be encouraged to reserve up to 10% of their budgeted costs for outreach/recruitment and to maintain attendance, enrollment and retention goals. Applicants may apply for one session or multiple sessions in each year.

The four-week Pre-K Academy sessions must take place in summer 2018, summer 2019 and summer 2020. Along with providing Pre-K Academy services, the selected Applicant(s) will also be expected to conduct targeted outreach to students with little/no preschool experience, actively engage parents in the program, provide tools to help parents incorporate readiness activities at home, participate in training on the assessment tool selected by First 5 Solano, collect and report data, participate in evaluation activities and provide in-kind services/funding that support Pre-K activities.

NOTE: This is a competitive process open to eligible applicants (see “Which organizations are eligible?” below). Not all applications may receive funding.

B. What is the purpose of the Pre-K Academy Services grant program?

Grant funds are available for Pre-K Academies that provide a high quality, developmentally appropriate early childhood learning session for entering Kindergarteners who lack or have limited prior preschool experience. Pre-K Academies are to be designed to support school readiness. The program design must include pre- and post-assessments using a tool provided by First 5 Solano which measures differences in a number of developmental areas, including cognitive and social-emotional interactions, which contribute to children’s ability to succeed in school.

Specifically, First 5 Solano seeks to support children who have not previously participated in preschool. In addition, outreach and preference priorities for participation in Pre-K Academies include children who:

1. Are English Language Learners; and/or
2. Are considered “high-risk” due to factors such as poverty, remoteness, substance abuse, family violence, child abuse and neglect, special needs, lack of education and other challenges.

C. Which organizations are eligible?

All public schools within Solano County are eligible to apply for Pre-K Academy Services funding. In addition, organizations such as licensed/appropriately-certified public or private preschools, organizations currently providing early childhood education in a licensed setting, or other organizations with the capacity to meet the guidelines outlined in this Application are eligible to apply for funding. Non-school organizations must offer early learning services that align with the Kindergarten curriculum in the school district in their geographic area.

It is the intention of the Commission to fund Pre-K Academies countywide. The number of Academies available in each city is dependent on overall population as well as a number of risk factors. The most Pre-K Academies will be offered in cities with the highest amount of at risk children due 3rd grade reading proficiency, poverty, and children not attending preschool.

City	Population of children under 5	% of children not proficient in 3 rd grade reading	% of children under 5 in poverty	% of 3-4 year olds not attending preschool	Number of Pre-K academies offered
Vallejo	8,712	73%	28%	48%	6
Fairfield	8,882	63%	20%	58%	5
Vacaville	7,521	60%	23%	50%	3
Dixon	1,724	79%	22%	62%	2
Suisun	2,553	63%	18%	59%	1
Benicia	1,808	48%	12%	35%	1
Travis	769	55%	11%	62%	1
Rio Vista	274	79%	18%	37%	1
Total number of Pre-K academies offered annually:					20

D. What can be funded?

Funding may be provided for staff time (including orientation, training, outreach, instruction, parent engagement/education services and evaluation activities), equipment, materials and supplies, food service, transportation, administrative costs and other costs as agreed. (See the Application Section II for more detail). Note: no capital improvements or fixtures will be funded under this grant.

E. How must the Pre-K Academy Services be designed?

1. First 5 funds for Pre-K Academy services are to be used primarily for children with no prior preschool experience. Up to 25% of the students may be those with limited preschool experience who also meet other preference criteria – English Language Learners, and/or “high-risk.”

2. Academies must be held for a minimum of 4 weeks during the summer before the beginning of the 2018/19, 2019/20 and 2020/21 school years. Hours of operation must be at least 4 days per week, 3 hours per day with a minimum of one classroom (or equivalent of 24 children served per classroom).
3. Facilities and programs must meet the appropriate licensing and/or certification requirements for their type of site/program, including certification and qualifications of staff, ratios of different levels of staff to children served and other relevant requirements. (Evidence of staff qualifications will be required prior to final disbursement of funds.)
4. Academies must provide a developmentally appropriate approach to learning and socialization experiences for children.
5. Academies must include a parent/caregiver engagement component with a minimum of 4 hours of formal parent education related to providing readiness activities at home.
6. Suitable supervision and administrative staffing, as determined by licensing/certification requirements for the type of site, must be provided.

F. What are your responsibilities if you are awarded a First 5 Solano Pre-K Academy Services mini-grant?

1. Participate in a Program Orientation and Program Debrief annually.
2. Identify and/or recruit and hire staff to be employed for duration of Summer Pre-K Academy as district or program staff.
3. Provide supervision of all staff and related contractors for duration of Summer Pre-K Academy.
4. Conduct outreach, recruitment and enrollment of children with a minimum of 24 children continuously enrolled per classroom. Provide copies of enrollment forms documenting child's eligibility, documentation of parent/caregiver education activities, and other information as requested.
5. Collect consent forms from parents in order to share data regarding participating children as required by First 5 Solano Evaluation Team.
6. Use age- and developmentally-appropriate materials and supplies for the Pre-K Academy classroom.
7. Provide daily schedule and lesson plans to First 5 Solano.
8. Provide evidence of teacher qualifications to First 5 Solano.
9. Provide children with a daily nutritious snack and/or meal.
10. Provide at least ½ hour of non-instructional time each day for teachers to promote interactions with parents.
11. Provide culturally- and linguistically-appropriate activities and experiences for the diverse classroom, as reflected by materials, resources, and staffing (including at least one bilingual staff person).
12. Coordinate and implement the parent/caregiver engagement component, including a minimum of 4 hours of parent/caregiver education activities.

13. Provide referral to parents to Help Me Grow Solano or appropriate school district department for children who may benefit from developmental screenings, family support, or other intervention services.
14. Maintain daily attendance records of all children to be summarized and submitted to First 5 Solano evaluation team at end of the Academy.
15. Participate in evaluation activities, including but not limited to:
 - a. Conduct pre- and post-assessments of children's competencies using the assessment tool supplied by First 5 Solano.
 - b. Participate in a training to promote effective use of the assessment tool.
 - c. Collect other data, such as demographics and services provided, as agreed.
 - d. Participate in a teacher or staff survey of the Pre-K Academy.
16. Submit final reports and invoices for each year due by September 28, 2018, September 27, 2019 and September 25, 2020.

G. What are First 5 Solano's responsibilities for Pre-K Academy Services?

First 5 Solano will provide:

1. Annual orientation and assessment tool training for all teaching staff and administrators.
2. Technical assistance prior to, during and after the Pre-K Academies.
3. Support for outreach to ensure parents are engaged and that the target population is served.
4. Coordination support with other First 5-funded programs for related services such as child development/mental health consultation and assistance with children identified as possibly having special needs.

Note: First 5 Solano cannot provide staffing for any academy activities beyond scope listed above, day-to-day supervision of program, or direct purchase of classroom materials, food, supplies or equipment.

H. How can you apply for Pre-K Academy Services mini-grants?

To apply for a mini-grant, follow the application process below, which includes: 1) attending the workshop on the Application process (optional); and 2) completing the attached Application form and returning it by 5:00 PM PST on March 2, 2018 to:

First 5 Solano Children and Families Commission
RFA #2018-03
601 Texas St, Ste 210
Fairfield CA 94533

I. How will the Commission decide what to fund?

The following criteria will be used to determine which mini-grants will be funded:

1. Initial screening (Applicant must be providing services in Solano County):
 - a. Is the Application complete?
 - b. Is the Applicant eligible?
2. Scoring Categories (see Application Section I for more detail):

- a. Proposal Description (40 points)
 - i. Literacy/Numeracy activities
 - ii. Social Emotional needs of children
 - iii. Preschool/Kindergarten curriculum alignment
 - iv. Enrichment Activities
- b. Qualifications, Ratios, Language, Cultural (15 points)
 - i. Qualified instructors
 - ii. Bi-lingual
 - iii. Class size
- c. Budget (20 points)
- d. Outreach and Attendance (15 points)
- e. Family Engagement and Parent Education (10 points)

J. What is the time-frame and process for applying for the Pre-K Academy Services grant program?

The following schedule of events reflects important dates for the selection process; however, the County reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events will be posted on the County’s website (www.first5solano.com). Applicants are responsible to view the website continually for any revisions up to the deadline to submit applications.

County issues Application packet	January 18, 2018
Deadline for submitting written questions/comments	January 26, 2018
Optional Applicant Workshop	February 1, 2018, 3:00 PM
County issues responses to questions/comments	February 5, 2018
Deadline for submitting an Application	March 2, 2018
County issues recommendation if funding	March 28, 2018
Commission considers awards of funding	April 6, 2018
Contract development period	April 6-20, 2018
Board of Supervisors/County Administrator approves contracts (as applicable)	May 4, 2018
2018 Outreach Services Begin	May 2018
2018 Pre-K Academies Services begin	Summer 2018
2018 Final Data and reports submitted by	September 28, 2018
2018 Invoice submitted by	September 28, 2018
2019 Outreach Services Begin	Spring 2019
2019 Pre-K Academies Services begin	Summer 2019
2019 Final Data and reports submitted by	September 27, 2019
2019 Invoice submitted by	September, 27 2019
2020 Outreach Services Begin	Spring 2020

2020 Pre-K Academies Services begin	Summer 2020
2020 Final Data and reports submitted by	September 25, 2020
2020 Invoice submitted by	September 25, 2020

K. What if you have questions about the Pre-K Academy Services Application?

You can submit questions or comments in writing prior to the Applicant Workshop via email to jsmorales@solanocounty.com or by bringing the written question(s)/ comments to the First 5 Solano office at 601 Texas St., Ste. 210, Fairfield CA 94533 or fax questions to (707) 784-1332 referencing RFA #2018-03. You can also ask questions/make comments at the Applicant Workshop. Written inquiries and questions asked at the Workshop session will be addressed in writing according to the timeline above.

Note: Oral communications shall be considered unofficial and nonbinding on the County. The County will respond to all questions by email to Workshop session attendees and by posting the response on the County’s website and emailing those in attendance. These responses will constitute an amendment to the Application.

L. Application Process

1. Download or request application package.
2. Submit questions related to application package in writing to First 5 Solano no later than January 26, 2018.
3. Attend the Applicant Workshop session on February 1, 2018 at 2:00 PM at 601 Texas St., Conference Room B, Fairfield CA (optional)
4. Complete the Pre-K Academy Services Grant Application. The Application is available online at www.first5solano.com.
5. Submit a completed Application (cover page, proposal description and budget form) by 5:00 pm PST on March 2, 2018. Applications must be delivered in person or received by mail (no postmarks or faxes allowed) to:

First 5 Solano Children and Families Commission
RFA #2018-03
601 Texas St., Ste. 210
Fairfield, CA. 94533

Note: Successful Applicants must sign a contract, which will be substantially the same as the Standard Contract attached as Attachment A. Exhibit A [Scope of Work] and Exhibit B [Budget] will be completed during the contract negotiation process). Applicants should review the contract to determine whether you are willing and able to meet the terms of the applicable contract if awarded a mini-grant, and accept it with or without qualification. If qualifications are made, the Applicant must identify and list the provisions that the Applicant requests be modified along with requested modifications. If no modifications to the contract are noted, then the Applicant will be deemed capable of performing all requirements under the contract and no further negotiation of the contract will be permitted. Since County contracts are subject to the California Government Code and the Public Contract Code, there are provisions, which must be included in County

contracts, which may not be subject to negotiations as solely determined, by County Counsel and Risk Management. The successful Applicant must provide the required verification(s) of insurance prior to the time that services begin.

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: _____

From: Victoria Turk, Principal Rio Vista High School

Item Number: 10.14

SUBJECT

Request the approval for out-of-state travel for Rio Vista High School students to attend the Oregon Shakespeare Festival in Ashland, Oregon from March 9-11, 2018

Action: _____

Consent Action: X

Information Only: _____

Background:

Mrs. Surla and RVHS students are seeking board approval for out of state travel to Ashland, Oregon on March 9-11, 2018 to attend the Oregon Shakespeare Festival. Students will see four plays, three lectures by academic scholars, and attend a behind the scenes tour of the theater.

Status:

Out of state travel for RDUSD students requires board action

Presenter: Victoria Turk

Other People Who Might Be Present: Donnie Surla and RVHS students

Cost &/or Funding Sources: Students will pay cost

Recommendation:

The Board approve out of state travel to Ashland, Oregon for RVHS students on March 9-11, 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: February 20, 2018

Attachments: X

From: Antonia Slagle, Isleton Elementary School Principal

Item Number: 10.15

SUBJECT

Request to have the attached list of computer hardware declared as surplus from Isleton Elementary School and deem as zero value.

Action:

Consent Action: X

Information Only:

Background:

This list of computers, printers and technology accessories are no longer operational.

Status: All the items identified on the attached list have been removed from the classroom or other school locations.

Presenter: Antonia Slagle

Other People Who Might Be Present:

Cost &/or Funding Sources:N/A

Recommendation: T

That the board declare as surplus the attached list of computer hardware and accessories located at Isleton Elementary School and deem as zero value.

Time: 2 mins.

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: ___X___

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: __10.16__

SUBJECT

Request to declare as surplus non-operable technology equipment from inventory at the District Office and deem as zero value

Action: _____
Consent Action: __X___
Information Only: _____

Background:

The attached list of technology can no longer be used or updated to be in working order.

Status:

The District Office request the permission of the RDUSD Board of Trustees to surplus the attached list of outdated technology and deem as zero value.

Presenters: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present:

Cost &/or Funding Sources

No cost to the district. All equipment will be sent to E-waste, if approved.

Recommendation:

That the Board declares the list of non-operational technology equipment as surplus with zero value.

Time: _____2 mins.____

**River Delta Unified School District
Surplus Declaration**

School Site:

Board Meeting Date:

Asset Tag#	Make	Description	Serial #	Approx. Value
006924	Dell	OPTIPLEX 745 TOWER	B346FD7	
	APC	BACK-UP XS 1500	JB0428005614	
010172	HP	PRO BOOK	2CE1070Lm2	
004026	DELL	LAPTOP		
004672	COMPAQ	EVO LAPTOP		
004901	DELL	LAPTOP		
003933	Dell	Laptop		
003678	HP	LAPTOP		
004914	Dell	Laptop		
004903	Dell	Laptop		
003625	HP	Laptop	CNU6401R7B	
006181	Dell	Laptop		
003677	HP	Laptop	CNU6401RVB	
	HP	Officejet Pro K8600	TA82EMND	
	HP	Deskjet 6940 6940	M4815CS116	
	APC	BACK-UPS ES 500	BE500R	
	EPSON	STYLUS COLOR 580	CRME11P706	
	APC	BACK-UPS 500	BR500	
	HP	Color laserjet 3600		

**River Delta Unified School District
Surplus Declaration**

School Site:

Board Meeting Date:

Asset Tag#	Make	Description	Serial #	Approx. Value
008384	HP Compaq	Tower	MXL448060K	
008391	HP Compaq	TOWER	MXM5510036	
	ATIWA	Calculator	650D5138X	2,100.00
	Ativa	Calculator	6D131384	
	HP PRINTER	DeskJet D2530	TH93R291WR	
008383	Dell	OPTIPLEX 745 TOWER		
008997	Dell	Tower		
	Dell	Computer Monitor		
	Box ^{misc} Digital Cameras	CARDS		
	APC	BACK-UPS CS 500		
	APC	BACK-UPS CS 500		
	APC	BACK-UPS ES 350	4B0946P74711	
	APC	BACK-UPS ES 350	BE 350G	
	HP	Office Pro X476dn MFP	5C8901EBE281	
	Dell	Color Laser Printer 3100cn	CN-006757-73240-831	002F

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

BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: _____

From: Don Beno, Superintendent

Item Number: 10.17

SUBJECT Donations

Action: _____
Consent Action: x _____
Information Only: _____

Background:

Donations to Receive and Acknowledge:

Rio Vista High School – In memory of Alberto Guidi and Joe Maria

Islands Incorporated (RVHS Language, Art and Agriculture Departments)

Rio Vista High School – In memory of Alberto Guidi (RVHS Language and Art Departments)

John and Jill "Happy" Callis

Kathy Guidi

Oswaldo and Lea Dell'Angelica

Jim and Shirley Lira

Craig Nakahara

Susan Whitesell

James and Patsy Hill

Rio Vista High School – Basketball Program

Rio Vista Rams Athletic Booster

Clarksburg Middle School – Ag Exploratory

The Binns Family (\$40 - Tape measurers)

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: February 20, 2018

Attachments: X

From: Don Beno, Superintendent

Item Number: 11

Action: X

SUBJECT Request to approve the *first reading* of the updated or new Board Policies, Administrative Regulation or Exhibits due to new legislation or mandated language and citation revisions as of December 2017.

Consent Action:

Information Only:

Background:

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

Status:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to December 2017 which need to be approved for *first reading*.

These policies, etc., will be submitted for second reading for final approval and adoption at the March 13, 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 *first reading* of these policies and regulations resulting from legislation effective prior to December 2017.

Time: 5 mins.

POLICY GUIDE SHEET
December 2017
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/AR 0420.4 - Charter School Authorization

(BP/AR revised)

Policy updated to delete material regarding the conversion of a low-performing school into a charter school when petitioned by parents/guardians under the Parent Empowerment Act, and to add requirement that accountability measures in an approved charter include student outcomes aligned with state priorities in the local control and accountability plan. Regulation updated to reflect **NEW LAW (AB 1360)** which provides that a charter petition may include admission preferences, including, but not limited to, priority for siblings of admitted or enrolled students and children of the school's staff and founders, provided that the admission preferences are approved by the district board, are nondiscriminatory, and do not require parent/guardian volunteer hours. Regulation also reflects requirement of AB 1360 that suspension/expulsion procedures included in the charter petition specify how the school will comply with due process requirements.

BP 1325 - Advertising and Promotion

(BP revised)

Policy updated to reflect **NEW LAW (AB 841)** which prohibits advertising of foods or beverages during the school day, including participation in a corporate incentive program that rewards students with free or discounted foods or beverages, unless the food or beverage complies with nutritional standards. Policy also clarifies court decisions regarding advertisements containing religious viewpoints.

BP 3100 - Budget

(BP revised)

Policy updated to reflect **NEW LAW (SB 751)** which provides that, if the amount of monies in the state Public School System Stabilization Account is three percent or more of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district's combined assigned or unassigned ending general fund balance must not exceed 10 percent of those funds in the immediately following fiscal year, unless the district is a basic aid district, is a district with average daily attendance of 2,500 or less, or is exempted by the county superintendent of schools under extraordinary fiscal circumstances.

BP/E 3515.7 - Firearms on School Grounds

(BP revised; E(1)/E(2) deleted)

Policy updated to reflect **NEW LAW (AB 424)** which eliminates the authority of the superintendent or designee to permit a person with a concealed weapons permit to possess a firearm on school grounds. Exhibits deleted as they applied to the possession of firearms on school grounds and are now unnecessary.

BP/AR 3517 - Facilities Inspection

(BP deleted; AR added)

Policy deleted and contents moved to AR. Regulation expanded to more directly reflect law regarding the conditions that must be inspected pursuant to the Office of Public School Construction's facilities inspection tool. Regulation reflects **NEW LAW (AB 10)** which requires a school that serves any of grades 6-12 and is a high-poverty school, as defined, to stock 50 percent of its restrooms with feminine hygiene products and to make such products available free of charge to students. Regulation also adds recommendation for lead testing and describes the circumstances under which drinking water is required to be tested for lead, including a requirement of **NEW LAW (AB 746)** for testing of school buildings constructed before January 1, 2010.

POLICY GUIDE SHEET
December 2017
Page 2 of 3

BP 4119.21/4219.21/4319.21 - Professional Standards

(BP revised)

Policy updated to reflect **NEW LAW (AB 500)** which requires any district that has an employee code of conduct addressing employee interactions with students to post that section of its code of conduct on each school's web site (or on the district web site if a school does not maintain one) and to provide it to parents/guardians at the beginning of the school year.

AR 4144/4244/4344 - Complaints

(AR revised)

Regulation updated to delete outdated reference to the use of Williams uniform complaint procedures for complaints alleging the failure to provide intensive instruction to students who did not pass the high school exit exam by the end of grade 12. Regulation reorganized to clarify circumstances that require the use of an alternate complaint procedure.

BP/AR 4200 - Classified Personnel

(BP/AR revised)

Policy updated to add material formerly in AR regarding the employment of substitute or short-term employees and to clarify that the length of service of a short-term employee must be no longer than 195 days per year. Regulation updated to reflect **NEW LAW (AB 670)** which makes playground aide positions part of the classified service in non-merit system districts.

BP 5144 - Discipline

(BP revised)

Policy updated to reflect **NEW LAW (SB 250)** which requires districts to ensure that any discipline imposed on a student does not result in the denial or delay of a nutritionally adequate meal to the student.

BP/AR 5144.1 - Suspension and Expulsion/Due Process

(BP/AR revised)

Policy updated to add homeless students as one of the numerically significant student subgroups for whom the district must monitor suspension/expulsion data, and to add board review of disaggregated suspension/expulsion data for the purpose of identifying any disparities in the imposition of discipline. Updated regulation revises the grounds for suspension and expulsion to more directly reflect law which separates out aiding or abetting a crime of physical violence from causing, attempting to cause, or threatening physical violence. Regulation also adds definition of cyber sexual bullying as a ground for suspension/expulsion and reflects **NEW LAW (AB 667)** which requires a student to be informed, during the informal conference required prior to suspension, of the other means of correction that were attempted before suspension.

AR 5148.2 - Before/After School Programs

(AR revised)

Regulation updated to reflect **NEW LAW (AB 830)** which deletes the requirement that a program operating under the 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs) include preparation for the high school exit exam, as that exam has been eliminated.

BP 6146.1 - High School Graduation Requirements

(BP revised)

Policy updated to reflect **NEW LAW (AB 830)** which repeals the requirement to pass the high school exit exam as a condition of graduation and **NEW LAW (AB 365)** which exempts children of military families from locally established graduation requirements under certain conditions.

POLICY GUIDE SHEET
December 2017
Page 3 of 3

BP/AR/E 6162.52 - High School Exit Examination

(BP/AR/E(1)/E(2) deleted)

Policy, regulation, and exhibits deleted since **NEW LAW (AB 830)** repeals the requirement to pass the high school exit exam as a condition of graduation.

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.4(a)

CHARTER SCHOOL AUTHORIZATION

Note: The following **optional** policy may be revised to reflect district practice. Education Code 47600-47616.7 authorize the establishment of a capped number of public charter schools, which are generally exempt from Education Code provisions governing school districts unless otherwise specified in law. To establish a charter school, petitioners must submit to the Governing Board for approval a petition which includes all components required by law as described in the accompanying administrative regulation.

Charter petitions also may be submitted to other entities under certain circumstances. Education Code 47605.5-47605.6 authorize petitioners to submit a petition directly to the County Board of Education when (1) the charter school will serve students for whom the county office of education would otherwise be responsible for providing direct education and related services or (2) the countywide program will provide educational services to a student population that cannot be served as well by a charter school operating in only one district in the county.

In addition, Education Code 47605.8 authorizes petitioners to submit a petition directly to the State Board of Education (SBE) to approve a "statewide benefit charter school" that may operate at multiple sites throughout the state. 5 CCR 11967.6.1 requires the petitioner to provide prior written notice to the board of each district where the petitioner proposes to locate a school site and to notify the board of the date that the SBE will meet to consider the petition.

For further information regarding the submission and review of charter school petitions, see CSBA's publication Charter Schools: A Guide for Governance Teams.

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for **district** students. In considering any petition to establish a charter school within the district, the Board shall give **careful thoughtful** consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

Note: Education Code 47605 allows for the conversion of an existing public school into a charter school, provided that the school adopts and maintains a policy giving admission preference to students who reside within the former attendance area of that public school. **The Board also may create a start-up charter school. Furthermore, when a school is identified by the California Department of Education (CDE) as meeting certain criteria specified in Education Code 53300 (the Parent Empowerment Act), parents/guardians may petition the district, in accordance with 5 CCR 4800 4808, to convert the school or close and reopen it as a charter school.**

The Board also may create a start-up charter school. A start-up or conversion charter school that is created by the Board and operates in a close relationship with the district is often described as a "dependent" charter school, although that term does not appear in law. The Board may also act as the governing board for what are known as "dependent" charter schools. Although the term does not appear in law, the SBE includes "dependent" charter schools as a separate category in its inventory of charter schools operating in California. A dependent charter school is subject to the same petition requirements and approval process as an "independent" charter school, which is typically formed by parents/guardians, teachers, community members, or a charter management organization.

CHARTER SCHOOL AUTHORIZATION (continued)

Pursuant to Education Code 47606, a district may petition the Superintendent of Public Instruction and the SBE to convert all its schools to charter schools, provided that 50 percent of the district's teachers sign the petition, the petition contains all specified components, and arrangements are made for alternative attendance of students residing within the district who choose not to attend charter schools.

One or more persons may submit a petition for a start-up charter school to be established within the district. In addition, an existing district school may be converted to a charter school when deemed beneficial by the district and community ~~or when state or federal law requires restructuring of the school because of low performance.~~ (Education Code 47605, 47606, 53300)

(cf. 0520.2 Title I Program Improvement Schools)

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Any petition for a start-up charter school or conversion charter school shall include all components and signatures required by law and shall be submitted to the Board. The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, he/she also may meet with the petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school. (Education Code 47605)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

Approval of Petition

The Board shall approve the charter petition if doing so is consistent with sound educational practice. In granting charters, the Board shall give preference to schools best able to provide

CHARTER SCHOOL AUTHORIZATION (continued)

comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

(cf. 0420.42 - Charter School Renewal)

(cf. 0420.43 - Charter School Revocation)

The Board shall ensure that any approved charter contains adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but **are** not **be**-limited to, fiscal accountability systems, multiple measures for evaluating the educational program, **including student outcomes aligned with state priorities as described in Education Code 52060**, and regular reports to the Board.

(cf. 0420.41 - Charter School Oversight)

Note: The following **optional** paragraph may be revised to reflect district practice. Although not required by law, CSBA's publication Charter Schools: A Guide for Governance Teams recommends one or more memoranda of understanding (MOUs) to address matters that are related to the charter petition but are not included in the petition, and to establish expectations for which the charter school can be held accountable. CSBA's manual provides examples of issues pertaining to business operations, administrative and support services, special education, and student assessment that might be addressed in an MOU.

A sample MOU between the SBE and a state-approved charter school, available on CDE's web site, may be adapted for use by districts.

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

Note: Education Code 47605 provides that a district cannot approve a charter school serving students in a grade level not offered by the district unless the charter school also serves all the grade levels offered by the district. Thus, an elementary district cannot approve a charter for a high school, but may approve a charter for a K-12 school since it includes all grade levels served by the district.

CHARTER SCHOOL AUTHORIZATION (continued)

The Board shall deny any petition to authorize the conversion of a private school to a charter school. **The Board shall also deny any petition for a charter** ~~or~~ that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47602, 47605; **5 CCR 11965**)

Note: Pursuant to Education Code 47605, a charter petition can be denied only if certain factual findings are made, as specified in items #1-~~5~~-**6** below. **AB 1360 (Ch. 760, Statutes of 2017) amended Education Code 47605 to add that a petition may be denied if the petition does not include a declaration as to whether or not the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining, as provided in item #6 below.** 5 CCR 11967.5.1, which contains criteria that the SBE must consider in reviewing charter petitions, may be useful to the district in determining how it might evaluate whether a petition meets the conditions specified in items #1-~~5~~-**6** below.

Any other charter petition shall be denied only if the Board ~~presents~~ **makes** written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
- 6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.**

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll ~~disabled~~ students **with disabilities** who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

(cf. 0430 - Comprehensive Local Plan for Special Education)

CHARTER SCHOOL AUTHORIZATION (continued)

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to the SBE. (Education Code 47605)

Legal Reference:

EDUCATION CODE

200 Equal rights and opportunities in state educational institutions

220 Nondiscrimination

17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

33126 School Accountability Report Card

41365 Charter school revolving loan fund

42238.51-~~42238.3~~ **42238.2** Funding for charter districts

44237 Criminal record summary

44830.1 Certificated employees, conviction of a violent or serious felony

45122.1 Classified employees, conviction of a violent or serious felony

46201 Instructional minutes

47600-47616.7 Charter Schools Act of 1992

47640-47647 Special education funding for charter schools

47650-47652 Funding of charter schools

49011 Student fees

51745-~~51749.3~~ **51749.6** Independent study

52052 Numerically significant student subgroup, definition

52060-52077 Local control and accountability plan

~~53300-53303 Parent Empowerment Act~~

56026 Special education

56145-56146 Special education services in charter schools

CORPORATIONS CODE

5110-6910 Nonprofit public benefit corporations

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

CODE OF REGULATIONS, TITLE 5

~~4800-4808 Parent Empowerment Act~~

11700.1-11705 Independent study

11960-~~11969~~ **11968.5.5** Charter schools

CODE OF REGULATIONS, TITLE 24

~~101 et seq. Part 2~~ California Building Standards Code

UNITED STATES CODE, TITLE 20

7223-7225 Charter schools

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

89 *Ops. Cal. Atty. Gen.* 166 (2006)

80 *Ops. Cal. Atty. Gen.* 52 (1997)

78 *Ops. Cal. Atty. Gen.* 297 (1995)

Management Resources: (see next page)

CHARTER SCHOOL AUTHORIZATION (continued)

Management Resources:

CSBA PUBLICATIONS

Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017

Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016

Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016

Charter Schools: A Guide for Governance Teams, rev. February 2016

Charter School Facilities and Proposition 39: Legal Implications for School Districts, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

Charter School Authorization: Guidance and Technical Assistance for Prospective Charter School Authorizers, Webinar 2014

Special Education and Charter Schools: Questions and Answers, September 10, 2002

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016

Charter Schools Program, July 2004 January 2014

Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011

The Impact of the New Title I Requirements on Charter Schools, July 2004

Applying Federal Civil Rights Laws to Public Charter Schools: Questions and Answers, May 2000

WEB SITES

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

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.charterauthorizers.org>
<http://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

(3/06 3/12) 12/17

CSBA Sample Administrative Regulation

Philosophy, Goals, Objectives, and Comprehensive Plans

AR 0420.4(a)

CHARTER SCHOOL AUTHORIZATION

Note: The following administrative regulation is **optional**.

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - ~~Permanent/Probationary~~ **Probationary/Permanent** Status)

In circulating a petition, the petitioners shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

Advisory Committee

Note: The following **optional** section may be revised to reflect district practice. CSBA's publication Charter Schools: A Guide for Governance Teams suggests that a petition review team is one method that **a district** may **be used use** to obtain input on proposed charters. Such a committee might include representatives of the district's human resources, fiscal services, risk management, student services, curriculum, special education, facilities, and other departments.

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a **charter** petition **based on the requirements in Education Code 47605** ~~or the merits of a proposed educational program~~ and to identify any concerns that should be addressed by the petitioners. ~~The Superintendent or designee shall also consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.~~

CHARTER SCHOOL AUTHORIZATION (continued)

(cf. 2230 - Representative and Deliberative Groups)

Components of Charter Petition

Note: CSBA's publication Charter Schools: A Guide for Governance Teams recommends specific content that ~~might be included in the descriptions~~ **would constitute a reasonably comprehensive description** of each component listed in items #1-16 below, ~~as well as recommendations for additional content that may be requested, but not required, of the petitioners (e.g., school calendar, transportation arrangements, a sample of the curriculum and instructional materials).~~

The charter petition shall include affirmations ~~of the conditions described in Education Code 47605(d) as well as~~ **that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against a student on the basis of characteristics listed in Education Code 220.**, ~~and~~ **It shall also** contain reasonably comprehensive descriptions of: (Education Code 47605, 47611.5)

1. The educational program of the **proposed** school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

Note: Education Code 47605 requires the charter petition to include annual goals for all students and for each **numerically significant** subgroup of students, ~~as defined, identified pursuant to Education Code 52052~~ and specific actions to achieve those goals ~~as described in Education Code 52060, similar to the local control and accountability plan that is required for districts and county offices of education pursuant to Education Code 52060-52077.~~ Pursuant to Education Code 52052, ~~as amended by AB 104 (Ch. 13, Statutes of 2015),~~ a numerically significant subgroup includes ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school. For schools with 11-99 students, numerically significant student subgroups are defined by the Superintendent of Public Instruction with approval by the State Board of Education (SBE).

Education Code 47605 requires that these annual goals be aligned with eight state priorities related to (1) the degree to which teachers are appropriately assigned and fully credentialed, students have sufficient access to standards-based instructional materials, and facilities are maintained in good repair; (2) implementation of and student access to state academic content and performance standards; (3) parent/guardian involvement; (4) student achievement; (5) student engagement; (6) school climate; (7) student access to and enrollment in a broad course of study, including programs and services provided to benefit low-income students, English learners, and/or foster youth (i.e., "unduplicated students" for purposes of the local control funding formula); and (8) student outcomes in the specified course of study. See BP/AR 0460 - Local Control and Accountability Plan.

Unlike districts, charter schools are exempt from the requirements to solicit public comment, hold public hearings, and have their plans approved by the county office of education.

~~Education Code 47606.5 requires the charter school to annually update its goals and the specific actions identified to achieve the goals; see AR/E 0420.41 - Charter School Oversight.~~

CHARTER SCHOOL AUTHORIZATION (continued)

The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established **by the charter school for the proposed school**, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

If the proposed school will serve high school students, the petition shall describe the manner in which the **charter** school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

Note: Education Code 47605 requires that the petition identify student outcomes that the charter school intends to use, including those that address increases in student achievement both schoolwide and for all groups of students served by the charter school, as defined in Education Code 47607. Education Code 47607 defines "all groups of students served by the charter school" to mean all numerically significant subgroups of students served by the charter school, as defined in Education Code 52052.

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.

Note: ~~As amended by AB 97 (Ch. 47, Statutes of 2013), Education Code 47605 requires that, to the extent practicable, the methods of measuring student outcomes for state priorities be consistent with the way information is reported on a school accountability report card pursuant to Education Code 33126.~~

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

CHARTER SCHOOL AUTHORIZATION (continued)

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.
5. The qualifications to be met by individuals to be employed by the school.
6. The procedures that the school will follow to ensure the health and safety of students and staff, including the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.
7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.

Note: Pursuant to Education Code 47605, when the number of students who wish to attend the charter school exceeds the school's capacity, attendance must be determined by a public random drawing, with admission preference extending to students who currently attend the charter school and students who reside in the district. As amended by AB 1360 (Ch. 760, Statutes of 2017), Education Code 47605 provides that admission preferences may also include, but are not limited to, siblings of students admitted or attending the charter school and children of the school's teachers, staff, and founders identified in the initial charter. Education Code 47605, as amended, requires that the priority order for preference be determined in the charter petition as provided below.

8. **Admission requirements, if applicable—The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(d), specify procedures for determining enrollment when the number of applicants exceed the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Board approval.**
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the **Governing** Board's satisfaction.

Note: Education Code 47605, as amended by AB 1360 (Ch. 760, Statutes of 2017), requires the petition to contain a comprehensive description of procedures by which a student can be suspended, expelled, or otherwise removed from the school, including how the school will comply with specified federal and state constitutional due process requirements.

10. The **A comprehensive description of** procedures by which students can be suspended or expelled **for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due**

CHARTER SCHOOL AUTHORIZATION (continued)

process requirements as specified in Education Code 47605(b). Such procedures shall also include processes by which the charter school will notify the superintendent of a district and request to be notified by a district about a student when the circumstances specified in Education Code 47605(d) exist.

11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

Note: Education Code 47605 requires charter petitions to contain the declaration specified in item #15 below regarding responsibilities for collective bargaining. If the charter school is not deemed the public school employer for purposes of collective bargaining under Government Code 3540-3549.3, the district where the charter school is located shall be deemed the public school employer for these purposes, pursuant to Education Code 47611.5. Education Code 47611.5 further provides that, if the charter does not specify that the charter school shall comply with laws and regulations governing tenure or a merit or civil service system, the scope of representation for that charter school shall also include discipline and dismissal of charter school employees.

15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

Note: Education Code 47605 and 5 CCR 11962 require the charter petition to include procedures to be used in the event that the charter school closes for any reason, as provided in item #16 below. Duties of the district pertaining to charter school closures include notification requirements pursuant to Education Code 47604.32 and 5 CCR 11962.1; see BP 0420.41 - Charter School Oversight.

16. The procedures to be used if the charter school closes, including, but not limited to: (5 CCR 11962)
 - a. Designation of a responsible entity to conduct closure-related activities

CHARTER SCHOOL AUTHORIZATION (continued)

- b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
 - (1) The effective date of the closure
 - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
 - (3) The students' districts of residence
 - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
- d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
- e. Transfer and maintenance of personnel records in accordance with applicable law
- f. Completion of an independent final audit within six months after the closure of the school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
- g. Disposal of any net assets remaining after all liabilities of the school have been paid or otherwise addressed pursuant to 5 CCR 11962
- h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
- i. Identification of funding for the activities identified in item #16a-h above

CHARTER SCHOOL AUTHORIZATION (continued)

Note: Education Code 47605 requires that petitioners provide to the Governing Board the information listed in items #1-4 below. The Board may require additional information.

As outlined in CSBA's publication Charter Schools: A Guide for Governance Teams, some districts request a school calendar, information regarding transportation arrangements, staff development plans, assurances that the school will provide appropriate services for English language learners and students with disabilities, or any other information that will assist the Board in understanding the proposal. Districts that wish to require additional information in the charter may list those items below.

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

Note: Education Code 47605 requires that information on school facilities, listed in item #1 below, must specify where the school intends to locate. Unless otherwise exempted, the school must be located within the geographic boundaries of the chartering district; see section "Location of Charter School" below.

1. The facilities to be used by the school, including where the school intends to locate
(*cf. 7160 - Charter School Facilities*)
2. The manner in which administrative services of the school are to be provided
3. Potential civil liability effects, if any, upon the school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

Location of Charter School

Note: Education Code 47605 and 47605.1 establish geographic and site requirements for charter schools. Pursuant to Education Code 47605, a charter school granted by either the County Board of Education or the SBE following initial denial by the district also must locate within the geographic boundaries of the district that denied the petition.

The Attorney General has opined, in 89 Ops.Cal.Atty.Gen. 166 (2006), that online charter schools are subject to the restrictions and conditions placed upon independent study programs, including the requirement that students reside in the charter school's home county or an adjacent county.

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

CHARTER SCHOOL AUTHORIZATION (continued)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

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CSBA Sample Board Policy

Community Relations

BP 1325(a)

ADVERTISING AND PROMOTION

Note: The following ~~optional~~ policy addresses the distribution of commercial and noncommercial materials as well as advertising in school-sponsored publications, **on district and school web sites**, and on school facilities **and grounds** by outside/nonschool groups. Student speech, including the distribution of printed materials by students, is addressed in BP/AR 5145.2 - Freedom of Speech/Expression.

The Governing Board establishes this policy to ensure effective and consistent ~~implementation of its directions related to standards for~~ advertisements and promotions by nonschool groups in school-sponsored publications, **on district and school** web sites, and social media, **and grounds**. Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/Expression.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 1330 - Use of School Facilities)

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6145.5 - Student Organizations and Equal Access)

Note: School facilities and school-sponsored publications are public property and are subject to freedom of expression rights granted by the First Amendment to the United States Constitution and Article 1, Section 2 of the California State Constitution. However, because school facilities and school-sponsored publications are generally for school purposes, they are regarded as "nonpublic fora" and the Governing Board **typically** has extensive authority to regulate them. In exercising this authority, the Board may decide not to accept any form of advertising or distribution of materials (nonpublic forum), as stated in Option 1 below, or to accept some advertising and/or distribution of materials, but only from certain groups or on certain topics (limited public forum), as stated in Option 2. ~~In addition, the Board may maintain a "nonpublic forum" for advertising in school publications or on school facilities while designating a "limited public forum" for distribution of materials at district schools or a "nonpublic forum" at its elementary schools and a "limited public forum" at its high schools. It is also possible for the Board to prohibit advertisement by nonschool groups in some types of district forums (Option 1), while allowing nonschool groups to advertise at other forums (Option 2). For example, a K-12 district could decide not to allow any advertisement on its elementary school sites, while allowing advertisements of a nonpolitical and nonreligious nature on its high school campuses. When a districtwide policy would involve adopting both options, the Board must include clarifying statements in the policy to specify when and where each option would apply.~~

Whichever option(s) the district chooses, school officials should ensure that they enforce the policy in a consistent manner, as courts look beyond the district's intent as stated in its policy and look to the actual practice of school officials in determining whether a district facility or publication is a "nonpublic" or "limited public" forum. ~~See {Board of Education of the Westside Community Schools v. Mergens}~~. Because this area of law is complex, it is **strongly recommended** that legal counsel be consulted prior to the adoption of policy in this area.

ADVERTISING AND PROMOTION (continued)**Limited Public Forum**

Note: When the Board chooses Option 2, it may adopt **any reasonable** rules ~~that are reasonable~~ to achieve its intended purpose for the forum, as long as the rules do not discriminate against members of the public based on their viewpoints. **It is recommended that districts maintain limits on the scope of the topics and/or groups permitted in order to avoid creating a designated public forum for use by the general public. Districts with questions about how to maintain a limited public forum should consult legal counsel.**

Items #1-5 below present examples of the types of materials and/or advertising that the district may allow, and should be revised to reflect district practice. See section "Criteria for Approval" below for examples of permissible restrictions on the content of the advertising. In Hills v. Scottsdale Unified School District 48, the Ninth Circuit Court of Appeals held that the district discriminated against the plaintiff on the basis of his religious viewpoint and violated his First Amendment right when the district refused to distribute the plaintiff's brochure for summer camps because it included some religious classes, though it permitted the distribution of similar literature by secular groups.

The Board desires to promote positive relationships between district schools and the community in order to enhance community **partnerships, support,** and involvement in the schools. The Superintendent or designee may, **consistent with the criteria established in this policy,** approve:

Note: The Board may select any or all of **optional** items #1-5 below to reflect the types of materials and/or advertising that it will allow.

1. Distribution of noncommercial materials that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians

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

(cf. 6162.8 - Research)

ADVERTISING AND PROMOTION (continued)

2. Distribution of promotional materials of a commercial nature to students or parents/guardians

(cf. 1700 - Relations Between Private Industry and the Schools)

3. Paid advertisements on school property, including, but not limited to, advertisements on **school buildings, athletic fields, scoreboards, and** billboards **and scoreboards**
4. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media
5. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 6161.11 - Supplementary Instructional Materials)

Note: Generally, courts have upheld procedures that place reasonable "time, place, and manner" restrictions on materials to be distributed, as long as the same restrictions **were are** placed on all materials. **See (Henry v. School Board of Colorado Springs)**. ~~The district might want to consider developing p~~Procedures that limit the "time, place, and manner" of distributions, such as limiting distribution to before or after school hours or creating a central location for the distribution of all materials, **may be developed, but districts should consult** legal counsel ~~should be consulted~~ as appropriate **when creating such restrictions**.

Prior to the distribution, posting, or publishing of any nonschool group's promotional materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

Note: ~~The district might also consider requiring~~ **Districts may require** sponsoring entities to include a disclaimer on all materials to be distributed. For example, a disclaimer might state that "this event is not school-sponsored or approved" or that "opinions are not necessarily those of the school district or school personnel." The district should consult legal counsel as appropriate.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services. District- and school-sponsored publications shall include a disclaimer stating that the district or school does not endorse any advertised products or services.

ADVERTISING AND PROMOTION (continued)**Criteria for Approval**

Note: The following **optional** section is for use by districts that select Option 2 (limited public forum) above and may be revised to reflect criteria established by the Board.

The Superintendent, principal, or designee shall not accept for distribution, **or allow on school property**, any materials or advertisements that:

1. Are lewd, obscene, libelous, or slanderous
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools

Note: **Optional** item #3 below prohibits the distribution of political materials or political advertising .

3. Promote any particular political interest, candidate, party, or ballot measure.

(cf. 1160 - Political Processes)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Note: ~~In DiLoreto v. Downey Unified School District, the Ninth Circuit Court of Appeals held that a district's refusal to post a paid religious advertisement featuring the Ten Commandments on an athletic field fence reserved for commercial advertising was a reasonable way for the district to avoid being placed on one side of a controversial issue. The court concluded that, as a nonpublic forum, the district had the right to regulate content since it did not open the forum (the fence) to all expressive activities but, in fact, had reserved it for commercial speech. Districts wishing to establish policy dealing with the distribution of religious materials should consult legal counsel.~~ **Districts wishing to establish policy dealing with the distribution of religious materials should consult legal counsel.**

In Hills v. Scottsdale Unified School District, the Ninth Circuit Court of Appeals held that a district may only reject advertising with religious content if the advertising exceeds the subject matter of the limited forum created by the district. The court held that a district could not reject a camp brochure with religious content since the district had permitted distribution of similar literature by secular groups. To avoid viewpoint discrimination, a district must allow an advertisement on an otherwise permissible topic even if cast from a religious viewpoint.

The court explained, however, that a district may reject advertisements that contain "proselytizing language" to the extent that the language exceeds the scope of the district's limited forum. For example, in DiLoreto v. Downey Unified School District, the court held that a district could reject an advertisement that contained a posting of the Ten Commandments where the district had only opened a baseball field fence to commercial advertising. In addition, the court in DiLoreto held that the district had an inherent right to control its property, including the right to close a previously open forum to avoid the appearance of government endorsement of religion.

ADVERTISING AND PROMOTION (continued)

4. ~~Proselytize or position the district on any side of a controversial issue~~ **Contain prayer or proselytizing language**

5. Position the district on any side of a controversial issue

(cf. 6144 - Controversial Issues)

- 5.6.** Discriminate against, attack, or denigrate any group on account of any unlawful consideration

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

- 6.7.** Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, **non nutritious foods and beverages**, and movies or products unsuitable for children

~~*(cf. 5030 - Student Wellness)*~~

~~*(cf. 5131.6 - Alcohol and Other Drugs)*~~

~~*(cf. 5131.62 - Tobacco)*~~

Note: Education Code 49431.9, as added by AB 841 (Ch. 843, Statutes of 2017), prohibits schools, districts, and charter schools that participate in the National School Lunch or Breakfast Program from advertising any food or beverage during the school day, as defined, including on any property or facility owned or leased by the district or school and used for school-related activities, unless the food or beverage meets nutritional standards to be served or sold on the school campus during the school day. Schools and districts are not required to replace durable nonconsumable items, such as scoreboards or team uniforms in use as of January 1, 2018, but must comply with this prohibition as items are replaced or contracts are renegotiated.

- 8. Promote during the school day any food or beverage that does not comply with state nutritional standards pursuant to Education Code 49430-49434, including a corporate incentive program that offers free or discounted foods or beverages that do not meet nutritional standards as rewards for students who reach certain academic goals. This prohibition does not include advertising on clothing with brand images worn on school grounds, advertising contained in product packaging, or advertising of infrequent school fundraising events involving food or beverages that do not meet the nutritional standards. (Education Code 49431.9)**

~~*(cf. 3550 - Food Service/Child Nutrition Program)*~~

~~*(cf. 5030 - Student Wellness)*~~

- 7.9.** Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy

ADVERTISING AND PROMOTION (continued)

(cf. 1321 - Solicitation of Funds from and by Students)

8-10. Distribute unsolicited merchandise for which an ensuing payment is requested

The Superintendent or designee **also** may **also** consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

(cf. 0000 - Vision)

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

Legal Reference: (see next page)

DRAFT

ADVERTISING AND PROMOTION (continued)

Legal Reference:

CALIFORNIA CONSTITUTION

Article 1, Section 2 Free speech rights

EDUCATION CODE

7050-7058 Political activities of school officers and employees

35160 Authority of governing boards

35160.1 Broad authority of school districts

35172 Promotional activities

38130-~~38138~~ 38139 Civic Center Act

49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:

49431.9 Advertisement of non-nutritious foods

BUSINESS AND PROFESSIONS CODE

25664 Advertisements encouraging minors to drink

CALIFORNIA CONSTITUTION

Article 1, Section 2 Free speech rights

U.S. CONSTITUTION

Amendment 1, Freedom of speech and expression

UNITED STATES CODE, TITLE 42

1751-1769j School Lunch Program

1773 School Breakfast Program

COURT CASES

Hills v. Scottsdale Unified School District 48, (2003) 329 F.3d 1044

DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958

Yeo v. Town of Lexington, (1997) U.S. First Circuit Court of Appeals, No. 96-1623-131 F.3d 241

Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856

Bright v. Los Angeles Unified School District, (1976) 134 Cal. Rptr. 639, 556 P.2d 1090, 18 Cal. 3d 350 450

Lehman v. Shaker Heights, (1974) 418 U.S. 298

Management Resources:

CSBA PUBLICATIONS

School Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

WEB SITES

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

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3100(a)

BUDGET

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3300 - Expenditures and Purchases)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

Note: AB 2585 (Ch. 309, Statutes of 2014) amended Education Code 42127 to eliminate the "dual budget" adoption process, whereby the Governing Board could elect to hold a second public hearing and adopt a September 8 budget that would formally replace its July 1 adopted budget. Thus, district budgets for 2015-16 and beyond must be developed in accordance with the "single budget" adoption process.

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

Note: Education Code 42103 and 42127 require the district to hold a public hearing prior to adoption of the budget; see the accompanying administrative regulation for requirements pertaining to the public hearing. A public hearing on the district's local control and accountability plan (LCAP) must occur at the same meeting; see BP 0460 - Local Control and Accountability Plan.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

BUDGET (continued)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

The Board shall adopt the district budget on or before July 1 of each year. (Education Code 42127)

At a public meeting held **scheduled** on a date after the public hearing on the budget, the Board shall, **adopt the budget** following its adoption of the LCAP or an annual update to the LCAP, **adopt the budget at the same meeting**. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

Note: Pursuant to Education Code 42126, the district budget must be in a format prescribed by the Superintendent of Public Instruction (SPI). The SPI has established a requirement that districts use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board (GASB). The California Department of Education's (CDE) California School Accounting Manual provides guidance regarding coding of revenues and expenditures.

At its discretion, the district may use a different format for communicating the budget to the Board, staff, and public but, according to the CDE, the budget that the Board formally adopts must be in the SACS format.

The budget that is formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

Note: Education Code 42127 requires the district to file the adopted budget with the County Superintendent of Schools as described below. If the district fails to submit a budget by July 1, the County Superintendent will, at district expense, develop a budget by September 15 and transmit that budget to the Board.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

(cf. 1340 - Access to District Records)

Note: Pursuant to Education Code 42127, **as amended by SB 78 (Ch. 19, Statutes of 2015)**, on or before September 15, the County Superintendent must approve, conditionally approve, or disapprove the district's adopted budget. Education Code 42127 requires that this determination be based on a consideration of

BUDGET (continued)

whether the district's adopted budget complies with state standards and criteria, will allow the district to meet its current and future financial obligations, satisfies all conditions established by the County Superintendent in the case of a conditionally approved budget, will enable the district to satisfy its multiyear financial commitments, includes the expenditures necessary to implement the LCAP or the annual update to the LCAP, and, when applicable, complies with the requirements pertaining to ending fund balances that exceed the state minimum recommended reserve. Education Code 42127 also requires the County Superintendent to consider other studies, reports, evaluations, or audits that may indicate that the district is in fiscal distress; see the Fiscal Crisis and Management Assistance Team's Fiscal Oversight Guide and BP 3460 - Financial Reports and Accountability.

~~SB 78 amended Education Code 42127 to require the Board to review and respond to the County Superintendent's recommendations by October 8. The County Superintendent must then either approve or disapprove the revised budget by November 8.~~

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

BUDGET (continued)**Budget Criteria and Standards**

Note: Education Code 33129 requires the district to develop its budget and manage its expenditures in accordance with criteria and standards adopted by the State Board of Education pursuant to Education Code 33127-33128. These criteria and standards, along with certain other required supplemental information, are specified in 5 CCR 15440-15451, which, as amended by Register 2013, No. 49, reflect the requirements of the local control funding formula (LCFF) applicable to district budgets starting in 2014-15.

While 5 CCR 15450 establishes a minimum local reserve balance for economic uncertainties based on the district's average daily attendance (ADA), Education Code 42127.01, as added by SB 858 (Ch. 32, Statutes of 2014), limits the amount of the reserve if certain conditions are met. In a fiscal year immediately after a fiscal year in which the state makes a deposit of any amount into the state Public School System Stabilization Account created by Proposition 2 in November 2014, the reserve balance is limited to two times the minimum recommended reserve for districts with an ADA of 400,000 or less, or three times the minimum recommended reserve for districts with an ADA over 400,000. The County Superintendent may grant an exemption of this requirement for up to two consecutive fiscal years within a three year period to any district that provides documentation of extraordinary fiscal circumstances (e.g., multiyear infrastructure or technology projects) that substantiate the need for a reserve in excess of the limit specified in Education Code 42127.01.

The Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

Note: The following paragraph is for use by districts that receive supplemental and concentration funding within the **local control funding formula (LCFF)** based on the number and concentration of "unduplicated students" (i.e., students who are eligible for free or reduced-price meals, English learners, and foster youth) pursuant to Education Code 42238.02 and 42238.03. 5 CCR ~~15494-15496, as amended by Register 2015, No. 2~~, addresses the method of determining the percentage by which services for unduplicated students must be increased or improved above services provided to all students in the fiscal year. **Pursuant to 5 CCR 15496, the district's LCAP must include evidence demonstrating how LCFF funding apportioned on the basis of unduplicated students is used to support such students; see AR 0460 - Local Control and Accountability Plan.**

BUDGET (continued)

The district budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students **in accordance with 5 CCR 15496**. *Unduplicated students* are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - Free and Reduced Price Meals)
 (cf. 6173.1 - Education for Foster Youth)
 (cf. 6174 - Education for English Learners)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)
 (cf. 3110 - Transfer of Funds)

Fund Balance

Note: The following section should be revised to reflect district practice. Governmental Accounting Standards Board (GASB) Statement 54 addresses the way fund balances (i.e., the gross differences between assets and liabilities reflected on the balance sheet) in governmental funds are reported in external financial reports. Fund balances must be classified as nonspendable, restricted, committed, assigned, and unassigned in accordance with GASB 54 definitions; also see AR 3460 - Financial Reports and Accountability. Pursuant to GASB 54, the Board has sole authority to specify purposes of funds classified as "committed" and also must express, or delegate the authority to express, intended purposes of resources that result in the "assigned" fund balance. The Board may modify the following section to reflect its fund balance policy or may adopt a formal resolution containing the required components.

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. *Nonspendable fund balance* includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. *Restricted fund balance* includes amounts constrained to specific purposes by their providers or by law.

Note: For purposes of the committed fund balance, GASB 54 requires that the Board commit funds no later than the end of the reporting period. In New Requirements for Reporting Fund Balance in Governmental Funds, the CDE clarifies that for districts the end of the reporting period is June 30.

BUDGET (continued)

3. *Committed fund balance* includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. *Assigned fund balance* includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

5. *Unassigned fund balance* includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

Note: Although not required by GASB 54, the Government Finance Officers Association (GFOA) recommends that public agencies adopt a minimum fund balance policy that establishes an appropriate level of unrestricted fund balance that will be maintained in the general fund. The GFOA's Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund describes a variety of factors that should be considered when developing a minimum fund balance policy, such as the predictability of its revenue and volatility of its expenditures, perceived exposure to significant one-time outlays, potential drain upon the general fund from other funds as well as the availability of resources in other funds, liquidity of resources, and portion of unrestricted fund balance already committed or assigned for a specific purpose.

~~Pursuant to Education Code 42127.01, as added by SB 858 (Ch. 32, Statutes of 2014), in any fiscal year following a transfer of funds by the state into the Public School System Stabilization Account, the district cannot have a combined assigned and unassigned ending fund balance that exceeds the amount specified in Education Code 42127.01. In order to prevent Board policy from being outdated in the event that these provisions become effective, the following paragraph expresses Board intent to maintain a sufficient unassigned fund balance, but does not include a specific amount or percentage.~~

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

Note: The GFOA recommends that the minimum fund policy address both the circumstances under which the unrestricted fund balance can be spent down and the procedure for replenishing deficiencies. The district may revise the following **optional** paragraph to specify the rate at which the district will attempt to recover

BUDGET (continued)

the fund balance (e.g., the Board shall develop a plan to recover the fund balance at a rate of at least one percent each year).

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities

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BUDGET (continued)

projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - *Collective Bargaining Agreement*)

(cf. 4154/4254/4354 - *Health and Welfare Benefits*)

(cf. 7210 - *Facilities Financing*)

(cf. 9250 - *Remuneration, Reimbursement and Other Benefits*)

Note: The following two **optional** paragraphs are for use by districts that provide "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits to retired employees or Board members) and should be revised to reflect district practice; see BP/AR 4154/4254/4354 - Health and Welfare Benefits and BB 9250 - Remuneration, Reimbursement and Other Benefits. CSBA recommends that districts adopt a specific funding strategy for addressing their OPEB obligations. The district may pay the premiums as they fall due ("pay-as-you-go"), but in such a case the district would then accrue a deficit with respect to future retirees which can be expected to grow as a result of an increasing retiree population and increases in benefit costs. Therefore, it is recommended that the district prefund the debt to the extent possible using a method and level to be determined by the Board. For example, the district may contribute a set amount or percentage of the actuarially determined "annual required contributions" to an irrevocable trust or designated fund each year.

GASB Statement 75, which replaces Statement 45 for fiscal years beginning after June 15, 2017, or sooner at the district's discretion, requires districts that do not provide OPEB through a trust to report the total unfunded liability (i.e., OPEBs that are not prefunded) in the district's financial statements; see AR 3460 - Financial Reports and Accountability.

CSBA's OPEB Solutions Program provides access to qualified actuaries and consultants and a GASB 75-compliant trust to prefund future obligations. See CSBA's web site for further information.

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

Note: The following **optional** paragraph is for use by districts that are self-insured for workers' compensation claims, either individually or as part of a joint powers agency. See AR 3460 - Financial Reports and Accountability for provisions related to reporting the estimated accrued but unfunded cost of workers' compensation claims based on an actuarial report.

BUDGET (continued)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

Budget Amendments

Note: The following section is optional and should be revised to reflect district practice.
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No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

*Legal Reference:***EDUCATION CODE**1240 *Duties of county superintendent of schools*33127-33131 *Standards and criteria for local budgets and expenditures***41202 *Determination of minimum level of education funding***42103 *Public hearing on proposed budget; requirements for content of proposed budget*42122-42129 *Budget requirements*42130-42134 *Financial certifications*42140-42141 *Disclosure of fiscal obligations**Legal Reference continued: (see next page)*

BUDGET (continued)*Legal Reference: (continued)*EDUCATION CODE (continued)

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42602 Use of unbudgeted funds

42610 Appropriation of excess funds and limitation thereon

45253 Annual budget of personnel commission

45254 First year budget of personnel commission

52060-52077 Local control and accountability plan

GOVERNMENT CODE

7900-7914 Appropriations limit

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure

15440-15451 Criteria and standards for school district budgets

15494-15496 Local control funding formula, expenditures

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSCalifornia School Accounting ManualNew Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONSFiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006GOVERNMENT FINANCE OFFICERS ASSOCIATIONBest Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTSStatement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009Statement 34, Basic Financial Statements and Management's Discussion and Analysis—For State and Local Governments, June 1999WEB SITESCSBA: <http://www.csba.org>Association of California School Administrators: <http://www.acsa.org>California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>California Department of Finance: <http://www.dof.ca.gov>Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>Government Finance Officers Association: <http://www.gfoa.org>Governmental Accounting Standards Board: <http://www.gasb.org>School Services of California, Inc.: <http://www.sscal.com>

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3515.7(a)

FIREARMS ON SCHOOL GROUNDS

Cautionary Notice: SB 707 (Ch. 766, Statutes of 2015) amended Penal Code 626.9 and 30310 to provide that a person with a concealed weapons license must obtain written permission of the Superintendent or designee in order to possess a firearm and/or ammunition on school grounds. In view of the public interest and safety issues involved, CSBA strongly recommends that the Governing Board adopt a policy either prohibiting or permitting such possession and, if such possession is allowed, establishing conditions and criteria for granting permission to individuals. Because the law now requires an affirmative action on the part of the district to allow or disallow concealed weapons permit holders to possess a firearm and/or ammunition on school grounds, it is possible that district liability could be increased. Thus, in adopting a policy, CSBA recommends that the Board consult with the district's legal counsel and insurance provider and with local law enforcement in order to carefully tailor the following sample policy to reflect the district's local circumstances.

Note: The following **optional** Board policy should be revised to reflect district practice.

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement, insurance carriers, and other appropriate individuals and agencies to address the security of school campuses.

(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.7 - Weapons and Dangerous Instruments)

District policy regarding the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District Sponsored Social Media)

Note: Pursuant to Penal Code 626.9 (the Gun Free School Zone Act), the possession of a firearm on school grounds or within 1,000 feet of a school is prohibited, unless the person obtains the written permission of the Superintendent or designee or except by a person who meets one of the exceptions specified in law (e.g., is a law enforcement or honorably retired peace officer, a member of the military force engaged in the performance of his/her duties, a security guard, or participating at a participant in an existing shooting range at a school or in a school-sanctioned shooting sport or activity). Another exception in Penal Code 626.9 allows a person with a valid Carry Concealed Weapon (CCW) license to carry a firearm within 1,000 feet of a school. However, as amended by AB 424 (Ch. 779, Statutes of 2017), Penal Code 626.9

FIREARMS ON SCHOOL GROUNDS (continued)

eliminates the authority of the Superintendent or designee to provide written permission for a person who holds a valid CCW license to possess a firearm on school grounds.

~~SB 707 (Ch. 766, Statutes of 2015) amended Penal Code 626.9 and 30310 to provide that the exception for a holder of a valid Carry Concealed Weapon (CCW) license applies only to the area within 1,000 feet of a school, not on school grounds. Thus, a holder of a valid CCW license may possess a firearm and/or ammunition on school grounds only if he/she obtains the written permission of the Superintendent or designee.~~

Pursuant to Education Code 35160 and 35161, the Board is authorized to make rules for the governance of the district. Option 1 below reflects the Board's authority to prohibit the Superintendent or designee from permitting any person who is not specifically listed in Penal Code 626.9 or 30310 from carrying a firearm and/or ammunition onto school grounds. Option 2 reflects the Board's authority to allow the Superintendent or designee to grant permission, on a case by case basis, to holders of valid CCWs within the parameters set forth in law.

Possession of a firearm on or within 1,000 feet of school grounds is prohibited, except under the limited circumstances specified in Penal Code 626.9. Any person specified in Penal Code 626.9(1) (c) and 30310 is authorized to possess a firearm and/or ammunition on school grounds. School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots. (Penal Code 626.9)

OPTION 1:

~~The Superintendent or designee shall not grant permission to any other individual to carry a firearm or ammunition on school grounds.~~

Note: Education Code 48902 requires the principal or designee to notify law enforcement authorities when any student possesses a firearm or explosive or sells or furnishes a firearm at school. In addition, pursuant to 20 USC 7961, as renumbered by P.L. 114-95, districts are mandated to develop a policy to notify law enforcement whenever a student brings a firearm to school. For policy implementing this mandate, see BP 5131.7 - Weapons and Dangerous Instruments. The following paragraph requires that law enforcement be notified when any person, whether a student or nonstudent, is observed or suspected of possessing a firearm at school.

If a district employee observes or suspects that any unauthorized person is in possession of a firearm on or near school grounds or at a school activity, he/she shall immediately notify the principal or designee and law enforcement.

~~District policy regarding~~ **The prohibition against the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.**

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

FIREARMS ON SCHOOL GROUNDS (continued)

[ALL OF OPTION 2 DELETED]

Legal Reference:

EDUCATION CODE

32281 Comprehensive safety plan

~~35160 Powers and duties of the board~~

~~35161 Powers and duties of the board; authority to delegate~~

38001.5 District security officers; requirements if carry firearm

PENAL CODE

626.9 Gun Free School Zone Act

830.32 District police department; district decision to authorize carrying of firearm

16150 Definition of ammunition

16520 Definition of firearm

26150-26225 Concealed weapons permit

30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 18

921 Definitions, firearms and ammunition

922 Firearms, unlawful acts

923 Firearm licensing

UNITED STATES CODE, TITLE 20

~~7151~~ **7961** Gun-Free Schools Act; student expulsions for possession of firearm

Management Resources:

WEB SITES

Office of the Attorney General: <https://oag.ca.gov/firearms>

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3517(a)

FACILITIES INSPECTION

Note: As part of the Williams litigation settlement, Education Code 17070.75 requires that each school district participating in the **state's** School Facility Program ~~or the Deferred Maintenance Program~~ have a facility inspection system in place for all schools to ensure that school facilities are kept in good repair. Education Code 17002 defines "good repair" to mean that the facility is maintained in a manner that ensures that it is clean, safe, and functional as determined pursuant to the Facility Inspection Tool (FIT) developed by the Office of Public School Construction (OPSC) or a local evaluation instrument that uses the same criteria.

~~The information gathered on the FIT is also used to comply with other Williams settlement requirements. Education Code 33126 requires the information to be part of the assessment of school facility conditions on the school accountability report card (SARC); see BP 0510 — School Accountability Report Card. In addition, Education Code 35186 requires districts to establish a complaint procedure relative to the condition of school facilities; see AR/E 1312.4 — Williams Uniform Complaint Procedures.~~

~~The following policy is **optional**.~~

~~The Governing Board recognizes that the condition of school facilities may have an impact on safety, student achievement, and employee morale and desires to provide school facilities that are safe, clean, and functional, as defined in Education Code 17002.~~

~~(cf. 0510 — School Accountability Report Card)~~

~~(cf. 1312.4 — Williams Uniform Complaint Procedures)~~

~~(cf. 3514 — Environmental Safety)~~

Note: Education Code 17002 specifies the conditions that must be evaluated as part of the FIT. Items #1-15 below reflect the broad categories of conditions listed on the FIT.

The Superintendent or designee shall ~~develop a facilities inspection and maintenance program to ensure that~~ **inspect** school facilities **to ensure that they** are maintained in good repair ~~in accordance with law~~. At a minimum, ~~the program~~ **he/she** shall **analyze assess** those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, **but not limited to**, the following: (**Education Code 17002, 35292.5**)

1. Gas Leaks: Gas systems and pipes appear **and smell** safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; **appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.**

FACILITIES INSPECTION (continued)

3. **Windows and Doors/Gates/Fences (interior and exterior):** Conditions that pose a safety and/or security risk are not evident. Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. **Fences and Gates:** Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
4. 5. **Interior Surfaces (walls, floors, ceilings, walls, and window casings):** Interior surfaces appear to be clean, safe, and functional. are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
5. 6. **Hazardous Materials (interior and exterior):** Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.
- (cf. 3514 - Environmental Safety)*
6. 7. **Structural Damage:** Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components. There does not appear to be structural damage that could create hazardous or uninhabitable conditions.
7. 8. **Fire Safety and Emergency Equipment:** The fire equipment and emergency Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.
8. 9. **Electrical Systems (interior and exterior):** There is no evidence that any portion of the school has a power failure and eElectrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.

FACILITIES INSPECTION (continued)

10. **Lighting:** Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.

9- 11. **Pest/Vermin Infestation:** ~~Pest or vermin infestation is not evident.~~ **No visible or odorous indicators of pest or vermin infestation are evident.**

10- 12. **Drinking Fountains** ~~(inside and outside): Drinking fountains appear to be accessible and functioning as intended.~~ **Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.**

11- 13. **Restrooms:** ~~Restrooms appear to be accessible during school hours are clean, functional, and in compliance with Education Code 35292.5 (operational and supplied).~~ **Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.**

Note: Although not reflected on the FIT, Education Code 35292.6, as added by AB 10 (Ch. 687, Statutes of 2017), requires a school that serves any of grades 6-12 and meets a 40 percent student poverty threshold, as defined in 20 USC 6314, to stock 50 percent of the school's restrooms with feminine hygiene products for use in connection with the menstrual cycle, and to not charge students for such products. The following paragraph may be revised to reflect the grade levels served by the district.

In addition, in a school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, at least 50 percent of the school's restrooms are stocked with feminine hygiene products, for which students are not charged. (Education Code 35292.6; 20 USC 6314)

12- 14. **Sewers:** ~~Sewer line stoppage is not evident.~~ **The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.**

13- 15. **Roofs** ~~(observed from the ground, inside/outside the building): Roof system appears~~ **Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building.**

FACILITIES INSPECTION (continued)

16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.

14. 17. Playground/School Grounds: The playground equipment and school grounds appear to be clean, safe, and functional. Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.

15. 18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to be have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

Note: Although the FIT does not specifically require districts to test for the presence of lead in drinking water, soil, and painted surfaces, such testing is recommended by the U.S. Environmental Protection Agency due to the health risks posed by lead exposure, especially for young children. Schools and child care facilities that maintain their own public water systems must test for lead pursuant to the Safe Drinking Water Act (42 USC 300f-300j-27). In addition, Health and Safety Code 116277, as amended by AB 746 (Ch. 746, Statutes of 2017), requires a community water system that serves a school with a building constructed before January 1, 2010 to test for lead in the drinking water system before January 1, 2019. If the school's lead level exceeds specified levels, the district must notify the parents/guardians of students at that school and take immediate steps to shut down all fountains and faucets where excess lead levels may exist. See AR 3514 - Environmental Safety for further information about lead testing and abatement in schools.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

(cf. 0510 - School Accountability Report Card)

Note: Education Code 35186 provides that the Williams uniform complaint procedures should be used for any complaint alleging a school facility condition that poses an emergency or urgent threat,

FACILITIES INSPECTION (continued)

as defined in Education Code 17592.72, or any complaint that a school restroom is not clean, maintained, or kept open, as defined in Education Code 35292.5. See/E AR 1312/4 - Williams Uniform Complaint Procedures.

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Note: ~~For schools ranked in deciles 1-3 on the Academic Performance Index,~~ Education Code 1240 requires the County Superintendent of Schools to visit **those low-performing** schools to determine (1) the status of any facility condition that may create an emergency or urgent threat to the health or safety of students or staff and (2) the accuracy of data reported on the **SARC school accountability report card** with respect to the safety, cleanliness, and adequacy of school facilities. Education Code 1240 requires that the County Superintendent provide a quarterly report to the Board on the results of any county office visit. Education Code 1240 provides that, if the County Superintendent determines that a facility condition poses an emergency or urgent threat, he/she may return to the school to verify repairs and/or prepare a report that identifies areas of noncompliance if the district has not provided evidence that the repairs will be made within 30 days or, for major repairs, in a timely manner. The County Superintendent may then present the report to the Board at a public meeting and post the report on the county office's web site.

The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

Legal Reference: (see next page)

FACILITIES INSPECTION (continued)

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

35292.5-35292.6 School maintenance

HEALTH AND SAFETY CODE

116277 Lead testing in drinking water

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

UNITED STATES CODE, TITLE 42

300f-300j-27 Safe Drinking Water Act

Management Resources:

CSBA PUBLICATIONS

Williams Settlement and the Emergency Repair Program, Policy Brief, January 2008

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

Facility Inspection Tool Guidebook, February 2008

STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION

PUBLICATIONS

Facility Inspection Tool: School Facility Conditions Evaluation

WEB SITES

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

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

California Department of Education, Williams Case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

Coalition of Adequate School Housing: <http://www.cashnet.org>

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

U.S. Environmental Protection Agency: <http://www.epa.gov>

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CSBA Sample Board Policy

All Personnel

BP 4119.21(a)

4219.21

PROFESSIONAL STANDARDS

4319.21

Note: The following **optional** policy should be revised to reflect district practice and/or any related provisions of collective bargaining agreements.

The Governing Board expects district employees to maintain the highest ethical standards, ~~exhibit professional behavior~~ **behave professionally**, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. ~~Employee conduct should enhance~~ **Employees shall engage in conduct that enhances** the integrity of the district, advances the goals of the district's educational programs, and contributes to a positive school climate.

(cf. 0200 - Goals for the School District)
(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)
(cf. 5131 - Conduct)
(cf. 5137 - Positive School Climate)

Note: The following **optional** paragraph encourages district employees to abide by standards developed by their professional associations. These standards are reproduced at E 4119.21 (certificated personnel), E 4219.21 (classified personnel), and E 4319.21 (administrative and supervisory personnel).

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

(cf. 2111 - Superintendent Governance Standards)
(cf. 9005 - Governance Standards)

Each employee ~~should make a commitment~~ **is expected** to acquire the knowledge and skills necessary to fulfill his/her responsibilities and ~~should focus on his/her contribution~~ **to contribute** to the learning and achievement of district students.

(cf. 4112.2 - Certification)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Inappropriate Conduct

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon

PROFESSIONAL STANDARDS (continued)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 4158/4258/4358 - Employee Security)

Note: Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), requires school personnel who witness acts of discrimination, harassment, intimidation, and bullying based on specified characteristics to take immediate steps to intervene when safe to do so; see BP 5145.3 - Nondiscrimination/Harassment.

2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed

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

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student
5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time
6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members
7. Willfully disrupting district or school operations by loud or unreasonable noise or other action

(cf. 3515.2 - Disruptions)

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, **on district property,** or at a school-sponsored activity

(cf. 3513.3 - Tobacco-Free Schools)

PROFESSIONAL STANDARDS (continued)

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

9. **Being dishonest** with students, parents/guardians, staff, or members of the public, including, but not limited to, **falsification of falsifying** information in employment records or other school records

10. Divulging confidential information about students, district employees, or district operations to persons **or entities** not authorized to receive the information

(cf. 3580 - District Records)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.

(cf. 4040 - Employee Use of Technology)

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district

14. Wearing inappropriate attire

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

PROFESSIONAL STANDARDS (continued)

Reports of Misconduct

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 5141.4 - Child Abuse Prevention and Reporting)

Note: Discipline of employees is a subject of collective bargaining. For information about the range of disciplinary actions that may be taken, see BP/AR 4118 - Dismissal/Suspension/Disciplinary Action, and AR 4218 - Dismissal/Suspension/Disciplinary Action.

Education Code 44242.5 and 5 CCR 80303 require that, when the status of a certificated employee changes as a result of alleged misconduct, the Superintendent is required to notify the Commission on Teacher Credentialing (CTC) when the status of a certificated employee changes as a result of alleged misconduct. Although "alleged misconduct" is not defined in the law, the CTC states that conduct affecting classroom safety, student safety, or the integrity of the school environment is the type of misconduct that must be reported. See AR 4117.7/4317.7 - Employment Status Reports.

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

(cf. 4117.7/4317.7 - Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

PROFESSIONAL STANDARDS (continued)

Notifications

Note: Beginning January 1, 2018, Education Code 44050, as added by AB 500 (Ch. 580, Statutes of 2017), requires districts maintaining an employee code of conduct that addresses employee interactions with students to post the section(s) on employee-student interactions in a publicly accessible manner on each school's web site, or the district web site if a school does not maintain one. Beginning July 1, 2018, at the beginning of each school year, the district must also provide parents/guardians with written copies of the sections of the employee code of conduct that address employee interactions with students. The applicable sections of the code of conduct may appear in a variety of district documents, including, but not limited to, portions of this Board policy, employee handbooks, and/or the code of conduct adopted by the district for use by certificated, classified, or administrative personnel as presented in the accompanying Exhibits.

The section(s) of the district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

(cf. 1113 - District and School Web Sites)
(cf. 5145.6 - Parental Notifications)

Legal Reference: (see next page)

PROFESSIONAL STANDARDS (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

44050 Employee code of conduct; interaction with students

44242.5 Reports and review of alleged misconduct

48980 Parental notifications

PENAL CODE

11164-11174.4 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

80303 Reports of dismissal, resignation and other terminations for alleged misconduct

80331-80338 Rules of conduct for professional educators

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Professional Standards for Educational Leaders, February 2014

California Standards for the Teaching Profession, 2009

California Professional Standards for Educational Leaders, February 2014

COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

Educational Leadership Policy Standards: ISLLC 2008, 2008

Professional Standards for Educational Leaders, 2015

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

Code of Ethics of the Education Profession, 1975

WESTED PUBLICATIONS

Moving Leadership Standards into Everyday Work: Descriptions of Practice, 2003

WEB SITES

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

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

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

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

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

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Council of Chief State School Officers: <http://www.ccsso.org>

WestEd: <http://www.wested.org>

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CSBA Sample Administrative Regulation

All Personnel

AR 4144(a)

4244

COMPLAINTS

4344

Note: The following administrative regulation is **optional**. Government Code 53296-53299 grant district employees and job applicants the right to file a "whistleblower" complaint regarding issues specified below. Pursuant to Education Code 44112-44113, the district is prohibited from retaliating against, or otherwise interfering with, an employee for exercising his/her right to file such a complaint. See BP 4119.1/4219.1/4319.1 - Civil and Legal Rights.

Except as specified below, the following **The** procedure **specified in this administrative regulation** shall be used **for to investigate and resolve** any complaint by an employee alleging misapplication of the district's policies, regulations, rules, or procedures or for "whistleblower" complaints by an employee or job applicant regarding an improper district activity including, but not limited to, an allegation of gross mismanagement, a significant waste of funds, an abuse of authority, or a specific danger to public health or safety.

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

~~Complaints alleging unlawful discrimination on any basis specified in the district's nondiscrimination policies, including complaints of sexual harassment, shall be resolved in accordance with the district's procedure for complaints regarding discrimination in employment.~~

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

~~*(cf. 4030 - Nondiscrimination in Employment)*~~

~~*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*~~

~~Complaints regarding unlawful discrimination in district programs or the district's failure to comply with state or federal laws regarding educational programs shall be resolved in accordance with the district's Uniform Complaint Procedures. Complaints regarding sufficiency of textbook materials, teacher vacancy or misassignment, **or** an urgent or emergency facility condition, or the failure to provide intensive instruction to students who did not pass the high school exit examination by the end of grade 12 shall be resolved in accordance with the district's Williams Uniform Complaint Procedures. (Education Code 35186; 5 CCR 4621)~~

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~

~~*(cf. 1312.4 - Williams Uniform Complaint Procedures)*~~

~~For complaints regarding working conditions or other subjects of negotiation, the employee shall use the grievance procedure specified in the applicable collective bargaining agreement.~~

Note: Any of the timelines in the following procedure may be modified to reflect district practice.

COMPLAINTS (continued)

Any of the time limits specified in **this the following** procedure may be extended by written agreement between the district and complainant.

Note: Any of the timelines in the following procedure may be modified to reflect district practice.

Step 1: Informal Complaint Process

Prior to instituting a formal, written complaint, the employee shall first discuss the issue with his/her supervisor or the principal of the school where the alleged act took place. Formal complaint procedures shall not be initiated until the employee has first attempted to resolve the complaint informally.

Step 2: Site Level Formal Complaint Process

Note: Pursuant to Government Code 53297, an employee has the right to file a "whistleblower" complaint within 60 days of the date of the act or event that is the subject of the complaint. The following paragraph establishes a 60-day limit for all complaints filed pursuant to this procedure. Districts that **want choose** to create a separate timeline for complaints not covered by Government Code 53297 (non-whistleblower complaints) should modify the following section accordingly.

If a complaint has not been satisfactorily resolved through the informal process in Step 1, the complainant may file a written complaint with his/her immediate supervisor or principal within 60 days of the act or event which is the subject of the complaint. If an employee fails to file a written complaint within 60 days, the complaint shall be considered **settled resolved** on the basis of the **answer given at the** preceding step.

In the written complaint, the employee shall specify the nature of the problem, including names, dates, locations, witnesses, the remedy sought by the employee, and a description of informal efforts to resolve the issue.

Within 10 working days of receiving the complaint, the immediate supervisor or principal shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 3: District Level Appeal

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file the written complaint with the Superintendent or designee within five working days of receiving the written response from the immediate supervisor or the principal. The complainant shall include all information presented to the immediate supervisor or principal at Step 2.

COMPLAINTS (continued)

Within 10 working days of receiving the complaint, the Superintendent or designee shall conduct any necessary investigation, including reviewing the investigation and written response by the immediate supervisor or principal at Step 2, and shall meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 4: Appeal to the Governing Board

If a complaint has not been satisfactorily resolved at Step 3, the complainant may file a written appeal to the Board within five working days of receiving the Superintendent or designee's response. All information presented at Steps 1, 2, and 3 shall be included with the appeal, and the Superintendent or designee shall submit to the Board a written report describing attempts to resolve the complaint and the district's response.

Note: Government Code 54957 authorizes the Board to meet in closed session regarding certain personnel matters. However, when the Board is discussing specific "complaints or charges" against an employee, that employee must be given at least 24-hour written notice of the meeting and he/she may request the matter be heard in open session. See BB 9321 - Closed Session Purposes and Agendas.

The Board may uphold the findings by the Superintendent or designee without hearing the complaint or the Board may hear the complaint at a regular or special Board meeting. The hearing shall be held in closed session if the complaint relates to matters that may be addressed in closed session in accordance with law.

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall make its decision within 30 days of the hearing and shall send its decision to all concerned parties. The Board's decision shall be final.

Alternate Procedures

Complaints alleging unlawful discrimination on any basis specified in the district's nondiscrimination policies, including complaints of sexual harassment, shall be resolved in accordance with the district's procedure for ~~complaints regarding discrimination in employment~~ **in BP/AR 4030 - Nondiscrimination in Employment.**

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

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Complaints regarding unlawful discrimination in district programs or the district's failure to

COMPLAINTS (continued)

comply with state or federal laws regarding educational programs shall be resolved in accordance with ~~the district's~~ **BP/AR 1312.3** - Uniform Complaint Procedures. Complaints regarding sufficiency of textbook materials, teacher vacancy or misassignment, **or** an urgent or emergency facility condition, ~~or the failure to provide intensive instruction to students who did not pass the high school exit examination by the end of grade 12~~ shall be resolved in accordance with ~~the district's~~ **AR 1312.4** - Williams Uniform Complaint Procedures. (Education Code 35186; 5 CCR 4621)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

For complaints regarding working conditions or other subjects of negotiation, the employee shall use the grievance procedure specified in the applicable collective bargaining agreement.

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CSBA Sample Board Policy

Classified Personnel

BP 4200(a)

CLASSIFIED PERSONNEL

Note: **The following Board policy may be revised for consistency with district collective bargaining agreements and, for districts that have incorporated the merit system pursuant to Education Code 45220-45320, with Merit system districts should consult** the rules and regulations of the personnel commission **in order to ensure consistency of Board policies with those rules and regulations.**

The Governing Board **shall fill each of its classified positions with qualified persons, consistent with position requirements. The primary role of** **recognizes that** classified personnel **is to provide essential** services that support and enhance the district's educational program. **The Board shall fill each of its classified positions with qualified persons, consistent with position requirements.**

(cf. 0200 - Goals for the School District)

(cf. 4211 - Recruitment and Selection)

Each classified staff member shall be held accountable for duties assigned to him/her and shall undergo regular performance evaluations in accordance with collective bargaining agreements.

(cf. 4215 - Evaluation/Supervision)

Classification of Employees

Note: **The following paragraphs reflect requirements of Education Code 45103-45104 and are for use by non-merit system districts. In merit system districts, classification of positions is a responsibility of the personnel commission pursuant to Education Code 45256.**

The Board shall classify all employees and positions not requiring certification qualifications as the classified service, except for those employees and positions specifically exempt from classified service. (Education Code 45103)

Individuals who possess certification qualifications shall not be prohibited from being employed in a classified position. (Education Code 45104)

(cf. 4211 - Recruitment and Selection)

(cf. 4212 - Appointment and Conditions of Employment)

Note: **AB 2849 (Ch. 1100, Statutes of 2002) amended Education Code 45103 to require the classification of "short term" employees as follows:**

CLASSIFIED PERSONNEL (continued)

~~Before employing a short term classified employee, the Board, at a regularly scheduled meeting, shall specify the service required to be performed by the employee and shall certify the ending date of the service. The Board may shorten or extend the ending date, but the date shall not be extended beyond 75 percent of the school year, as defined. (Education Code 45103)~~

Each **classified** position shall have a designated title and regular minimum number of assigned hours per day, days per week, and months per year. ~~A job description shall be established for each position.~~

Assignment

Classified employees shall be assigned by their immediate supervisors with the approval of the Superintendent or designee. They shall be required to perform those duties prescribed by the Board for the position the employee holds, in accordance with applicable job descriptions and collective bargaining agreements.

(cf. 4141/4241 - Collective Bargaining Agreement)

Each classified ~~staff member~~ **employee** shall be held accountable for duties assigned to him/her and shall undergo regular performance evaluations in accordance with collective bargaining agreements.

(cf. 4215 - Evaluation/Supervision)

Substitute and Short-Term Employees

The district may employ a substitute employee to replace a classified employee who is temporarily absent from duty. (Education Code 45103)

If the district is in the process of hiring a permanent employee to fill a classified position, the Board may fill the vacancy with one or more substitute employees for no more than 60 calendar days, unless the applicable collective bargaining agreement provides for a different period of time. (Education Code 45103)

Note: Pursuant to Education Code 45103, the district may employ short-term employees for no more than 75 percent of the school year. As defined in Education Code 45103, 75 percent of the school year is 195 work days, which is equivalent to 75 percent of the number of work days in a full calendar year.

The district may employ a short-term employee to perform a service for the district when that service or similar services will not be extended or needed on a continuing basis. Before employing a short-term ~~classified~~ employee, the Board, at a regularly scheduled meeting, shall specify the service required to be performed by the employee and

CLASSIFIED PERSONNEL (continued)

shall certify the ending date of the service. The Board may shorten or extend the ending date, but the date shall not be extended beyond ~~75 percent of the school year, as defined~~ **195 work days per year, including holidays, sick leave, vacation, and other leaves of absence, irrespective of the number of hours worked per day.** (Education Code 45103)

Legal Reference:

EDUCATION CODE

45100-45139 *Employment of classified staff*

45160-45169 *Salaries and differential compensation*

45190-45210 *Resignation and leaves of absence*

45220-45320 *Merit system*

49406 *Examination for tuberculosis*

51760-51769.5 *Work experience education*

Management Resources:

WEB SITES

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

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CSBA Sample Administrative Regulation

Classified Personnel

AR 4200(a)

CLASSIFIED PERSONNEL

Exemption from Classified Service

Note: Education Code provisions related to exemption from the classified service vary depending on whether or not the district has incorporated the merit system pursuant to Education Code 45220-45320. The district should select the appropriate option below.

Districts Not Incorporating the Merit System

Note: Pursuant to Education Code 45103, all positions not requiring certification qualifications are part of the classified service, unless specifically exempted by law. AB 670 (Ch. 582, Statutes of 2017) amended Education Code 45103 to eliminate the exemption for part-time playground positions, thereby making such positions a part of the classified service.

Individuals hired solely for the following purposes are exempt from the classified service: (Education Code 45103)

1. Substitute or short-term employees, as defined, who are employed and paid for less fewer than 75 percent of the school year 195 work days per year, including holidays, sick leave, vacation, and other leaves of absences, irrespective of the number of hours worked per day

Substitute employee means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provides for a different period of time.

Short term employee means any person who is employed to perform a service for the district, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

Seventy five percent of the school year means 195 working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of the number of hours worked per day.

Note: As amended by AB 2849 (Ch. 1100, Statutes of 2002), Education Code 45103 provides that part time playground employees are exempt from classified service only when they are not otherwise employed in classified positions at the district. Pursuant to non codified Section 4 of AB 2849, effective January 1, 2003, districts may not reduce the hours or terminate a part-time playground position as a result of this legislation.

CLASSIFIED PERSONNEL (continued)

~~2. Part-time playground positions (noon duty aides), when the employees are not otherwise employed in classified positions in the district~~

3. 2. Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment

4. 3. Full-time students employed part time

5. 4. Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district, and which is financed by state or federal funds

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CLASSIFIED PERSONNEL (continued)

Note: The following paragraph is for use by all districts. Pursuant to Education Code 45106, persons hired solely for purposes which are exempted from the classified service ~~still~~ are subject to the requirements of Education Code 45122-45125 and 49406 as described below. Education Code 45106 **mandates** the **Governing** Board, by rule or regulation, to provide for the implementation of this law.

Persons hired solely for purposes which are exempted from the classified service shall nevertheless fulfill the obligations of classified employees related to physical examinations pursuant to Education Code 45122, fingerprinting pursuant to Education Code 45125, and tuberculosis tests pursuant to Education Code 49406. (Education Code 45106)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4212 - Appointment and Conditions of Employment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Restricted Positions

Note: The following ~~optional paragraph~~ **section** is for use by **either merit system or non-merit system** districts that have established "restricted" positions, **pursuant to Education Code 45105 or 45108**, which are available only to persons in low-income groups or residing in specific areas of the community.

Persons employed in restricted positions shall be classified employees for all purposes except that they shall not be subject to the provisions of Education Code 45272 and 45273 related to promotional examinations and the filling of vacancies, and shall not acquire permanent status or seniority credit. They shall be eligible for promotion into the regular classified service only after completing six months of satisfactory service, and only upon the subsequent satisfactory completion of the qualifying examinations required of all other persons serving in the same class in the regular classified service. (Education Code 45105, 45108)

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CSBA Sample Board Policy

Students

BP 5144(a)

DISCIPLINE

Note: The following policy is **optional**. Pursuant to Education Code 52060-52077, as added by AB 97 (Ch. 47, Statutes of 2013), the Governing Board is required to adopt, for the district and each school under its jurisdiction, a local control and accountability plan (LCAP) that includes a description of the specific actions that the district intends to take in order to achieve its annual goals in specific priority areas, including student engagement and school climate. See BP/AR 0460 - Local Control and Accountability Plan.

Since a district's ability to meet its goals around these priorities is impacted by its student discipline policies and practices, the Board must be careful to enact rules that are effective in maintaining safety and order on campus and in correcting student misbehavior without unnecessarily excluding students from school or participation in instruction. Education Code 48900 State law specifies behaviors for which a student may be suspended and/or recommended for expulsion (see BP/AR 5144.1 - Suspension and Expulsion/Due Process) and authorizes the use of age-appropriate alternatives designed to address a student's specific misbehavior, including those listed in Education Code 48900.5 and 48900.6.

In addition, the U.S. Department of Justice's Civil Rights Division and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, state that studies have suggested a correlation between exclusionary discipline policies and practices (such as suspension and expulsion) and an array of serious educational, economic, and social problems, including school avoidance, diminished educational engagement, decreased academic achievement, increased behavior problems, and increased likelihood of dropping out, substance abuse, and involvement with the juvenile justice system. Consequently, they recommend that districts adopt alternative disciplinary measures that provide students with appropriate interventions and supports as a means for preventing and addressing student misbehavior.

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall ~~design a complement of~~ **develop** effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed

DISCIPLINE (continued)

supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6164.2 - Guidance/Counseling Services)

In addition, the Superintendent or designee's strategies **for correcting student misconduct** shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures ~~as a means for correcting student misbehavior.~~

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required **or permitted** by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)

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

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

(cf. 6164.5 - Student Success Teams)

Note: Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), districts must ensure that any discipline imposed on a student does not result in the denial or delay of a nutritionally adequate meal. The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773), or any district in which there is a school required to serve a free or reduced-price meal during the school day pursuant to Education Code 49550.

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

(cf. 3553 - Free and Reduced Price Meals)

Note: The following **optional** paragraph may be revised to reflect district practice. According to Public Counsel's model policy issued as part of the Fix School Discipline Project, a discipline matrix that lists violations and consequences could be a useful guide to school site administrators with regard to when suspension or expulsion referrals should be utilized.

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

DISCIPLINE (continued)

Note: Education Code 35291.5 authorizes, but does not require, school sites to adopt rules and procedures for student discipline. Pursuant to Education Code 32282, any adopted site-level discipline rules must be included in the comprehensive safety plan; see BP/AR 0450 - Comprehensive Safety Plan. The following paragraph is **optional**.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code **32282**, 35291.5, ~~32282~~)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with parents/guardians.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Pursuant to Education Code 52060, **as added by AB 97 (Ch. 47, Statutes of 2013)**, the district must annually adopt an LCAP that includes a description of district goals for improving school climate, as provided in the following paragraph.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

DISCIPLINE (continued)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Legal Reference: (see next page)

DRAFT

DISCIPLINE (continued)

Legal Reference:

EDUCATION CODE

32280-32288 *School safety plans*

35146 *Closed sessions*

35291 *Rules*

35291.5-35291.7 *School-adopted discipline rules*

37223 *Weekend classes*

44807.5 *Restriction from recess*

48900-48926 *Suspension and expulsion*

48980-48985 *Notification of parent/guardian*

49330-49335 *Injurious objects*

49550-49562 *Meals for needy students*

52060-52077 *Local control and accountability plan*

CIVIL CODE

1714.1 *Parental liability for child's misconduct*

CODE OF REGULATIONS, TITLE 5

307 *Participation in school activities until departure of bus*

353 *Detention after school*

UNITED STATES CODE, TITLE 42

1751-1769j *School Lunch Program*

1773 *School Breakfast Program*

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

STATE BOARD OF EDUCATION POLICIES

01-02 School Safety, Discipline, and Attendance, March 2001

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

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

Public Counsel: <http://www.fixschooldiscipline.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

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CSBA Sample

Board Policy

Students

BP 5144.1(a)

SUSPENSION AND EXPULSION/DUE PROCESS

Note: Education Code 35291 requires the Governing Board to prescribe rules and regulations for maintaining discipline in the schools under its jurisdiction. **In addition,** Education Code 48918 **mandates** the setting of rules and regulations for student expulsion as specified in this Board policy and the accompanying administrative regulation.

While recognizing that suspension or expulsion of students is sometimes necessary, legislative, administrative, regulatory, civic, and educational leaders are united in the belief that instructional time should be used for student learning purposes and that school discipline should be imposed in a way that, as much as possible, **would does** not exclude students from school or limit their ability or opportunity to learn. **In addition, According to** the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, **state that** studies **have suggested suggest** a correlation between exclusionary discipline policies and practices (such as suspension and expulsion) and an array of serious educational, economic, and social problems, including school avoidance and diminished educational engagement, decreased academic achievement, increased behavior problems, and increased likelihood of dropping out, substance abuse, and involvement with the juvenile justice system. Consequently, they recommend that districts adopt alternative disciplinary measures that provide students with appropriate interventions and supports as a means for preventing and addressing student misbehaviors.

Pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless **the student has been subjected to** other means of correction **which** have failed to bring about proper conduct. Such other means of correction include, but are not limited to, conferences between school personnel and the student and his/her parents/guardians; use of study, guidance, or other intervention teams to develop a plan to address the behavior in partnership with the student; and participation in a restorative justice program. **For further information about specific disciplinary strategies, including alternatives to class or school removals, see BP/AR 5144 - Discipline.** Education Code 48900.5 **also** authorizes a district to document in a student's records the alternative means of correction used to address the student's behavior. **Furthermore, when a student is being suspended by the Superintendent, principal, or designee, Education Code 48911, as amended by AB 667 (Ch. 445, Statutes of 2017), requires that the student be informed, during the informal conference that precedes the suspension, of the other means of correction that were attempted before the suspension.**

~~The need to implement means of correction other than suspension and expulsion is underscored by Education Code 52060-52077, which require districts to adopt and annually update a local control and accountability plan (LCAP) including descriptions of the district's and each school's goals for improving student engagement and school climate, as measured by rates of student absenteeism, suspension and expulsion, and other relevant measures identified by the Board.~~

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Note: Pursuant to Education Code 48900(s), a student may be subject to discipline only when the violation is related to a school activity or school attendance as specified below. A student may also be disciplined for violations committed away from school if it is related to a school activity or to school attendance. For example, Education Code 48900 defines bullying by means of an electronic act as including an act that originates off campus; see the accompanying administrative regulation and BP/AR 5131.2 - Bullying. Another example is the hostile school environment which a victim may suffer from sexual harassment that occurs off campus; see BP/AR 5145.7 - Sexual Harassment.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

Note: The following paragraph addresses the problem of unlawful discrimination in the administration of student discipline. In their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, the DOJ and OCR noted that, based on the civil rights data collection conducted by OCR, students of certain racial or ethnic groups tended to be disciplined more, and sometimes more harshly, than their similarly situated peers in violation of federal nondiscrimination laws. The letter warned that any district determined to have engaged in unlawful discrimination could be subject to OCR investigation and significant remedial action.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

Appropriate Use of Suspension Authority

Note: Education Code 48900.5 requires districts to use other means of correction instead of suspension or expulsion except when a student commits certain enumerated offenses. The following section reflects legislative intent regarding appropriate use of suspension as a means of disciplining students and may be modified to reflect district practice.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 1020 - Youth Services)
 (cf. 5138 - Conflict Resolution/Peer Mediation)
 (cf. 5144 - Discipline)
 (cf. 6142.4 - Service Learning/Community Service Classes)
 (cf. 6164.2 - Guidance/Counseling Services)
 (cf. 6164.5 - Student Success Teams)

Note: The following **optional** paragraph may be revised to reflect district practice.

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

Note: Education Code 48900(k), as amended by AB 420 (Ch. 660, Statutes of 2014), prohibits a district from suspending students in grades K-3 for disruption or willful defiance. As amended, Education Code 48900(k) and authorizes, but does not require, a district to suspend students in grades 4-12 for disruption or willful defiance. Even with this authority, districts should be careful in using these grounds, as available data have indicated a disproportionate use with certain student subgroups. Option 1 below is for use by any district that chooses to suspend students in grades 4-12 for disruption and/or willful defiance as authorized pursuant to Education Code 48900(k). Any district that chooses to eliminate disruption and willful defiance as reasons for suspending any of its students from school should select Option 2 below. Such districts should also delete the first paragraph in the section titled "Additional Grounds for Suspension and Expulsion: Grades 4-12," in the accompanying administrative regulation.

Each option below reflects an exception granted to teachers pursuant to Education Code 48910 to suspend students, including a K-3 student, from class; see section "Suspension from Class by a Teacher" in the accompanying administrative regulation.

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Note: The following **optional** paragraph reflects the Legislature's intent, expressed in Education Code 48900, concerning disciplinary actions against truant, tardy, or absent students. Since these are not enumerated offenses, a district does not have the authority to suspend or expel students for committing any of these acts.

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

On-Campus Suspension

Note: As an alternative to off-campus suspension, Education Code 48911.1 authorizes a supervised suspension classroom program for students who pose no imminent danger to anyone at school and who have not been recommended for expulsion, as specified below. Education Code 48911.2 states that, if the number of students suspended during the prior year exceeds 30 percent of the school's enrollment, the district should consider implementing this program and/or another program of on-campus progressive discipline program. However, Education Code 48900.5 requires a district to try other means of correction and document that those means have failed to bring about proper conduct before imposing a supervised suspension.

The following **optional** section is for use by districts implementing a supervised suspension classroom program. Such districts may continue to claim funding apportionments for students so assigned, provided they meet specific criteria which are set forth under "Supervised Suspension Classroom" in the accompanying administrative regulation. A district does not receive funding for off-campus suspensions.

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in **a public an open session of a Board meeting.**

Note: Pursuant to Education Code 48917, the Board may decide to suspend the enforcement of an order for expulsion as long as a student satisfies specific conditions. See the accompanying administrative regulation for criteria. In addition, the Attorney General opined in 80 Ops.Cal.Atty.Gen. 85 (1997) that the enforcement of an expulsion order may be suspended even in those cases where the student has committed an offense for which expulsion is required by law. Legal counsel should be consulted as appropriate.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

~~Note: Education Code 48900(k), as amended by AB 420 (Ch. 660, Statutes of 2014), prohibits a district from expelling any student for disruption or willful defiance.~~

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Maintenance and Monitoring of Outcome Data

Note: Pursuant to Education Code 48900.8 and 48916.1, the district is required to maintain data related to suspensions and expulsions and to report such data to the Superintendent of Public Instruction. **In addition, pursuant to Education Code 52060, a district is required to address school climate in its LCAP, by including an assessment of baseline data regarding suspension and expulsion rates by student subgroups and schools and setting goals for improving those rates and other related factors. The DOJ and OCR, in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, recommend that districts maintain disaggregated discipline information to ensure transparency and facilitate community discussion.**

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

Note: Pursuant to Education Code 52060, districts are required to address school climate in the local control and accountability plan, as measured by student suspension and expulsion rates and other local measures for each school and each numerically significant student subgroup. As defined in Education Code 52052, numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students.

~~The report shall be disaggregated~~ **In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions** by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, **students with disabilities, foster youth, and students with disabilities homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine** whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

Legal Reference continued: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference: (continued)

PENAL CODE (continued)

- 261 Rape defined
- 266c Unlawful sexual intercourse
- 286 Sodomy defined
- 288 Lewd or lascivious acts with child under age 14
- 288a Oral copulation
- 289 Penetration of genital or anal openings
- 417.27 Laser pointers
- 422.55 Hate crime defined
- 422.6 Interference with exercise of civil rights
- 422.7 Aggravating factors for punishment
- 422.75 Enhanced penalties for hate crimes
- 626.2 Entry upon campus after written notice of suspension or dismissal without permission
- 626.9 Gun-Free School Zone Act of 1995
- 626.10 Dirks, daggers, knives, razors, or stun guns
- 868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

- 729.6 Counseling

UNITED STATES CODE, TITLE 18

- 921 Definitions, firearm

UNITED STATES CODE, TITLE 20

- 1415(K) Placement in alternative educational setting

- 7151 7961** Gun-free schools

UNITED STATES CODE, TITLE 42

- 11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

California Attorney General's Office: <http://www.oag.ca.gov>

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

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and ~~Drug-Free Schools~~ **Healthy Students:**

<http://www.ed.gov/about/offices/list/osdfs> <https://www2.ed.gov/about/offices/list/ose/osh>

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CSBA Sample Administrative Regulation

Students

AR 5144.1(a)

SUSPENSION AND EXPULSION/DUE PROCESS

Note: CSBA recommends that this administrative regulation be approved by the Governing Board, regardless of district practice.

Education Code 35291 requires the Board to adopt rules and regulations, which are not inconsistent with law or rules adopted by the State Board of Education, for the government and discipline of the schools under its jurisdiction. In addition, Education Code 48918 and 48918.5 **mandate** that districts adopt rules concerning the due process rights of students in expulsion situations, and Education Code 48916 **mandates** procedures for filing and processing requests for readmission. Specific language complying with these mandates is included throughout this administrative regulation.

The acts for which students may be suspended or expelled are specified in law and in the sections below titled "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12." The Board does not have authority to add to those enumerated acts. However, the Board has authority to prohibit suspension or expulsion for certain acts for which suspension or expulsion is permissible rather than mandatory. The Board may consider limiting the use of suspension and expulsion for such offenses as part of the district plan to address school climate within the local control and accountability plan required pursuant to Education Code 52060. In addition, pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless other means of correction have failed to bring about proper conduct.

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

Note: The Attorney General, in 80 Ops.Cal.Atty.Gen. 91 (1997), determined that a student may be expelled for "possession" of a firearm if the student knowingly and voluntarily had direct control over the firearm. The only exceptions are when the student has permission from school officials to possess the firearm (pursuant to Education Code 48900 and 48915) or when the possession is brief and solely for the purpose of disposing of the firearm, such as handing it to school officials. Note that "firearm" does not include "imitation firearm" which is listed separately in item #12 below. See BP 5131.7 - Weapons and Dangerous Instruments.

Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school-related purpose. See BP 5131 - Conduct.

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
 6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
 7. Stole or attempted to steal school property or private property (Education Code 48900(g))
 8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))
- (*cf. 5131.62 - Tobacco*)
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
 10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
 11. Knowingly received stolen school property or private property (Education Code 48900(l))
 12. Possessed an imitation firearm (Education Code 48900(m))
- Imitation firearm* means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))
13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
 14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

Note: Education Code 48900(r) defines "bullying" as "any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of electronic act," which is directed toward a student and which would have serious detrimental consequences upon a reasonable student. Pursuant to Education Code 48900, a student may be disciplined for bullying by means of **an** electronic act even when the act originated off campus. See also BP 5131.2 - Bullying.

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Note: "Bullying" also would include any act of sexual harassment, hate violence, or harassment, threat, or intimidation committed by a student at any grade level, as set forth in Education Code 48900.2, 48900.3, or 48900.4, when the act results in harm to a reasonable student as specified in the above paragraph. However, when bullying is found under these circumstances, students below grade 4 may be disciplined for the "bullying" but not for the underlying act of sexual harassment, hate violence, or harassment, threat, or intimidation as specified below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12."

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Note: AB 2536 (Ch. 419, Statutes of 2016) amended Education Code 48900(r) to include an act of cyber sexual bullying, as defined, as an act of bullying for which a student may be suspended or expelled from school.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission of a communication originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. ~~, or A post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, including, but is not limited to, the posting to or creation of creating a burn page or the creation of creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))~~

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Note: Education Code 48900(t) allows for the suspension, but not expulsion, of a student who "aids or abets," as defined in Penal Code 31, the infliction or attempted infliction of physical injury to another person. The term "aiding or abetting," is a complex legal term and requires that, at the time he/she committed the crime, the aider or abettor was aware of the crime and specifically intended to commit the crime. Because of the complexities of criminal law, legal counsel should be consulted as appropriate.

Pursuant to Education Code 48900(t), if the any student who aids or abets a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury, he/she is subject to suspension or expulsion as provided in item #1 above.

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

Note: The following section applies only to students in grades 4-12 and may be revised to reflect grade levels offered by the district.

~~Education Code 48900, as amended by AB 420 (Ch. 667, Statutes of 2014), prohibits the use of disruption and/or willful defiance as reasons for expelling any student. As amended, Education Code 48900 also restricts their use as a basis for suspending students in grades 4-12 from school.~~ Pursuant to Education Code 48900(k), except as otherwise provided in Education Code 48910, students in grades K-3 must not be suspended for disruption of school activities or willful defiance of school authority, and students in grades K-12 must not be expelled on these grounds. Since districts are authorized but not required to suspend students in grades 4-12 based on these grounds, a district may choose, consistent with Option 2 in the accompanying Board policy, to prohibit the use of these reasons for suspending its students. Any district that chooses to do so should delete the following paragraph.

None of the prohibitions or restrictions in Education Code 48900(k) affect a teacher's authority to remove a student from class for one day pursuant to Education Code 48910.

Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Note: As discussed in item #17 of "Grounds for Suspension and Expulsion: Grades K-12" above, although Education Code 48900(r) defines bullying to include acts involving items #1-3 below, **Education Code 48900.2-48900.4 provide that** only students in grades 4-12 may be suspended or expelled for the individual acts that constitute sexual harassment, hate violence, and harassment. The interplay between "bullying" and items #1-3 can raise complex legal issues. Districts should consult legal counsel as appropriate.

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - *Sexual Harassment*)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - *Hate-Motivated Behavior*)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - *Nondiscrimination/Harassment*)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Suspension from Class by a Teacher**

Note: The following section is **optional** and may be revised to reflect district practice. While Education Code 48900(k) ~~as amended by AB 420 (Ch. 660, Statutes of 2014)~~ prohibits a district from suspending students in grades K-3 for disruption or willful defiance, it still allows for a teacher to suspend a K-3 student on these grounds.

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

Note: Education Code 48900.5 limits situations warranting suspension for a first offense to when the violation involves Education Code 48900(a)-(e) or the student's presence causes a danger to persons.

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

Note: Pursuant to Education Code 48900 and 48915, except for certain egregious acts or offenses for which suspension is permissible or mandatory, as specified above pursuant to Education Code 48915(a) or (c), the Superintendent or principal is authorized to use his/her discretion to provide an alternative, age-appropriate disciplinary measure that is tailored to correct a student's specific misbehavior. In addition, the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, recommend that effective alternatives to suspension and expulsion be implemented for correcting student misbehavior. For a list of appropriate alternatives, see AR 5144 - Discipline.

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct ~~in~~ the student. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain ~~them~~ the documentation in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

Note: Pursuant to Education Code 48911, before a student is suspended by the Superintendent, principal, or designee, an informal conference must be held with the student and, when practicable, the teacher, supervisor, or other school employee who referred the student to the principal. AB 667 (Ch. 445, Statutes of 2017) amended Education Code 48911 to require that a student be informed during this informal conference of other means of correction that were attempted before the suspension.

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, **including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the** ~~presented with the available~~ evidence against him/her, and **shall be** given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

Note: Item #2 below should be revised to reflect the district's processing and reporting procedures.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

Note: The following optional paragraph may be revised to reflect district practice.
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In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
 - a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

Note: When the student being considered for expulsion is a foster youth, Education Code 48911 and 48918.1 require the district to invite the student's attorney and an appropriate county child welfare agency representative to the meeting specified above. To ensure such invitation, the following paragraph provides that the district liaison for foster youth be notified. However, any district that has designated another position to carry out this responsibility may modify the paragraph to specify that position. For designation of the liaison for foster youth, see AR 6173.1 - Education for Foster Youth.

- c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

Note: Pursuant to Education Code 48918.1, **as amended by AB 1806 (Ch. 767, Statutes of 2014)**, the district's liaison for homeless students must be notified when the student being considered for expulsion is a homeless student. See the section below titled "Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students."

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

Note: The following **optional** paragraph may be revised to reflect district practice. Since Education Code 48900 and 48900.5 require a district, under certain circumstances, to use alternative disciplinary measures prior to imposing suspension, including supervised suspension, the district may, as necessary, provide services that would address the student's specific misbehavior along with the suspension program. For example, the district may require the student to enroll in a program that teaches prosocial behavior or anger management even while the student is suspended.

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

On-Campus Suspension

Note: The following **optional** section is for use by any district establishing an on-campus suspension program pursuant to Education Code 48911.1. However, pursuant to Education Code 48900.5, such a district is required to use other means of correcting a student's behavior before imposing a supervised suspension, unless such a supervised suspension is otherwise permitted by law for a student's first offense. Use of a supervised suspension classroom program does not in any way limit the district's ability to transfer a student to an opportunity school or class or a continuation education school or class in accordance with law.

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

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SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Student's Right to Expulsion Hearing**

Note: Education Code 48918 **mandates** that the Board establish rules and regulations governing procedures for the expulsion of students. The timelines of Education Code 48918 must be strictly followed; failure to do so may result in loss of the district's power to act (Garcia v. Los Angeles Board of Education). In calculating timelines, the district should also be aware of the difference between the calculation of "school days" and "calendar days" under Education Code 48918.

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

Note: The following section is **optional** and may be revised to reflect district practice. "Stipulated expulsion" is for districts that have adopted an expedited procedure which allows a student to waive his/her right to a pre-expulsion hearing in exchange for an agreement as to the terms of the expulsion. Such waivers are not specifically addressed in law and districts should ensure that the due process rights of students are included in the stipulated agreement and are clearly explained to them before the agreement is signed. Districts should consult legal counsel as appropriate.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

Note: Education Code 48918.5 **mandates** the following rights related to the treatment of witnesses alleging acts of sexual assault or sexual battery. Other procedures related to complaining witnesses also may be added as desired by the district. Additional mandated procedures related to the rights and treatment of complaining witnesses are included where appropriate throughout this regulation.

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Written Notice of the Expulsion Hearing

Note: Education Code 48918 **mandates** the Board to adopt procedures that include the following items.

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(*cf.* 5119 - *Students Expelled from Other Districts*)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students**

Note: Prior to conducting an expulsion hearing to determine whether a foster youth should be expelled, Education Code 48918.1 requires the district to notify the student's attorney and a representative of an appropriate county child welfare agency, provided that the violation does not require a mandatory recommendation for expulsion. Pursuant to Education Code 48918.1, **as amended by AB 1806 (Ch. 767, Statutes of 2014)**, such additional notice must be given to the district liaison for homeless students when the student involved is a homeless child or youth and the violation does not require a mandatory recommendation for expulsion. While such a notice is not required if the offense requires a mandatory recommendation for expulsion, it is nonetheless recommended and the following section reflects this recommendation.

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

Note: Education Code 48918 **mandates** that the Board adopt procedures that include the following items.

Instead of the Board conducting an expulsion hearing, it may appoint a hearing officer or an impartial administrative panel to conduct the hearing; see section "Alternative Expulsion Hearing: Hearing Officer or Administrative Panel" below. Even if the district conducts all expulsion hearings in this manner, the requirements of Education Code 48918 pertaining to the conduct of the hearing must be met.

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Note: For the purpose of Board deliberations during the closed session described below, the presence of any person other than the Board members, including the Superintendent, necessitates allowing the presence of the parent/guardian, student, and student's counsel.

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

Note: Education Code 48918 authorizes the Board to issue subpoenas for the personal appearance of percipient witnesses at an expulsion hearing. In Woodbury v. Dempsey, the court held that a district's authority to determine whether to issue subpoenas is discretionary, but a district could not have a blanket policy denying the issuance of subpoenas in all cases.

In accordance with Code of Civil Procedure 1987, the subpoena must be served at least 10 days before the time required for attendance unless the court prescribes a shorter time. Unless they are parties to the hearing or are district or government employees, witnesses who appear pursuant to a subpoena receive fees equal to those prescribed for witnesses in civil actions in a superior court, and all witnesses other than the parties to the hearing receive mileage; these fees and mileage must be paid by the party requesting the subpoena.

3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))

Note: Findings of fact made by the Board or a hearing panel must not be based on hearsay alone. "Hearsay" is evidence of an oral or written statement made by a person who is not present at the hearing which is offered to establish a fact as being true. Some exceptions to the hearsay rule exist under the Evidence Code and Education Code; the district should consult legal counsel as appropriate.

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

Note: Education Code 48918.6 provides that testimony by a student witness at an expulsion hearing is privileged and thus protected from liability for defamation pursuant to Civil Code 47(b).

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
- a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- (c) Permit one of the support persons to accompany the complaining witness to the witness stand
6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Note: For districts that use a hearing officer or administrative panel, Education Code 48918 **mandates** that the Board adopt procedures that include the following section.

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

Note: Pursuant to Education Code 48918, ~~as amended by SB 1111 (Ch. 837, Statutes of 2014)~~, if the hearing officer or administrative panel does not recommend expulsion, a student must be permitted to return to the classroom instructional program from which the expulsion referral was made, unless the student's parent/guardian requests a different placement. ~~As amended~~, Education Code 48918 also states that a student who is found to have committed any of the violations listed in "Authority to Expel" in the accompanying Board policy but for whom expulsion is not recommended may be referred to his/her prior school. However, the hearing officer or administrative panel, like the Board, must recommend expulsion or a suspended expulsion under Education Code 48915, if it finds that a student committed any such violation that mandates expulsion. District should consult legal counsel to resolve this apparent discrepancy.

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her parent/guardian, the Superintendent or designee shall consult with the parent/guardian and

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Note: Education Code 48918 **mandates** that the Board adopt procedures that include the following paragraph.

Whether the expulsion hearing is conducted in closed or **public open** session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Note: The Gun-Free Schools Act, 20 USC **7151 7961**, requires that information in the following paragraph be sent to the California Department of Education (CDE) for assurances of compliance with federal and state law. For other language that must be submitted to the CDE, see section below entitled "Notifications to Law Enforcement Authorities."

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

Note: The following paragraph is **optional**. Education Code 48916.5 authorizes, but does not mandate, the Board to make the following requirement of certain expelled students.

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

Note: Pursuant to Education Code 48917, the Board's criteria for suspending the enforcement of expulsions must be applied uniformly to all students. Items #1-3 below are **optional** and should be revised to reflect district criteria.

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Note: The Gun-Free Schools Act, 20 USC 7151 7961, requires that information in the following two paragraphs be sent to the CDE for assurances of compliance with federal and state law.

In addition, Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student or nonstudent possesses a firearm or explosive or sells or furnishes a firearm at school. However, when the student involved in such a case is a student with a disability, Education Code 49076 requires any law enforcement authority to which student information is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right; see AR 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities).

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

Note: Education Code 48915 requires the Board to refer all expelled students to a program of study that is prepared to accommodate students with discipline problems and that is not located at the school the student currently attends or at any regular elementary, middle, junior, or senior high school. However, students expelled for the acts described in Education Code 48900(f) through (m) or Education Code 48900.2, 48900.3, or 48900.4 may be referred to a program of study that is at another elementary, middle, junior, or senior high school if the County Superintendent of Schools certifies that an alternative program is not available at a site away from such a school.

Education Code 48915.01 states that if the Board has established a community day school pursuant to Education Code 48661 on the same site as an elementary, middle, junior, or senior high school, expelled students may be referred to the community day school at that site. Although Education Code 48663 prohibits the use of independent study in community day schools, Education Code 48916.1 does not in any way restrict the district from offering independent study as a voluntary alternative placement option for expelled students.

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Note: Education Code 48916 mandates that the Board adopt rules and regulations establishing a procedure for filing and processing requests for readmission and a process for Board review of all expelled students for readmission. Items #1-2 below should be revised to reflect district practice.

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

Note: Education Code 48915.1 requires that, when an expelled student asks to enroll in another district, the receiving district must hold a hearing to determine whether the student poses a danger to its students or staff. The receiving district then may either deny or permit the enrollment. Upon request from another district, the expelling district must provide information about the expulsion within five days.

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

(4/14 12/14) 12/17

CSBA Sample Administrative Regulation

Students

AR 5148.2(a)

BEFORE/AFTER SCHOOL PROGRAMS

Note: The district should revise the following administrative regulation to reflect the before and/or after school program(s) it offers and the grade levels at which the programs are offered. In addition to the program requirements described below, before-school and after-school programs may be subject to other district policies such as BP/AR 5148 - Child Care and Development, AR 3514.2 - Integrated Pest Management, and BP/AR 3550 - Food Service/Child Nutrition Program. The district should consult legal counsel if it has questions regarding the applicability of other laws to the district's programs.

Grades K-9

Note: The following section is for use by districts providing before-school and/or after-school programs funded by the state After School Education and Safety Program (ASES) (Education Code 8482-8484.65) or the federal 21st Century Community Learning Center program (21st CCLC) (Education Code 8484.7-8484.9; 20 USC 7171-7176). Both ASES and 21st CCLC programs serve students who are in grades K-9 in an elementary, middle, or junior high school. Pursuant to Education Code 8484.75, programs funded through the 21st CCLC program are generally subject to the same program requirements applicable to ASES programs, with the exception of specified provisions primarily related to allocation of funds.

The following section applies to both ASES and 21st CCLC programs except where otherwise noted, and should be revised to reflect the program(s) offered by the district.

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades K-9 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs ~~or serve a high percentage of students from low income families~~. (Education Code 8484.8; 20 USC 7173)

(cf. 6171 - Title I Programs)

Note: The remainder of this section applies to both ASES and 21st CCLC programs.

The district's ASES and 21st CCLC program(s) shall be operated in accordance with the following:

1. Program Elements
 - a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

- (cf. 6142.92 - Mathematics Instruction)*
- (cf. 6142.93 - Science Instruction)*
- (cf. 6154 - Homework/Makeup Work)*
- (cf. 6163.4 - Student Use of Technology)*

Note: Education Code 8482.3 requires that the program include an educational enrichment component which may include physical fitness. Pursuant to Education Code 8483.55 and 8484.8, the California Department of Education (CDE) has developed voluntary California After School Physical Activity Guidelines which are available on its web site.

- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3)

- (cf. 5131.6 - Alcohol and Other Drugs)*
- (cf. 5131.62 - Tobacco)*
- (cf. 6142.6 - Visual and Performing Arts)*
- (cf. 6142.7 - Physical Education and Activity)*
- (cf. 6178 - Career Technical Education)*

Note: Pursuant to Education Code 8482.3, after-school programs may offer snacks or meals that conform to applicable state or federal nutrition standards. Reimbursement for providing snacks is available through the National School Lunch Program and the Child and Adult Care Food Program (CACFP) for participating districts. Pursuant to the Healthy, Hunger-Free Kids Act of 2010 (42 USC 1766-1766a), after-school programs participating in the at-risk after-school care component of the CACFP may be reimbursed for serving full meals. Further information is available on the web sites of the CDE and U.S. Department of Agriculture.

2. Nutrition

- a. If snacks or meals are made available in the program, they shall conform to nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)
- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

- (cf. 3550 - Food Service/Child Nutrition Program)*
- (cf. 3554 - Other Food Sales)*
- (cf. 5030 - Student Wellness)*

Note: Education Code 8482.3 provides that a program may be offered at one or multiple school sites. Program applications and U.S. Department of Education (USDOE) nonregulatory guidance, 21st Century Community Learning Centers, state that programs may be located off campus as long as the facility is as available and accessible to students as if it were located at a school.

BEFORE/AFTER SCHOOL PROGRAMS (continued)

3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)

Note: Education Code 8482.8, as amended by AB 2615 (Ch. 470, Statutes of 2016), allows the district to provide services at another school site if there is a significant barrier to student participation in a program at the school of attendance and if the school to which the program will be transferred either (1) agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or (2) does not have a 10 percent lower percentage of students eligible for free or reduced-price meals than the transferring school. Approval to provide services at another school site must be obtained from the Superintendent of Public Instruction prior to or during the grant application process. In addition, Education Code 8482.8 allows a district that is temporarily prevented from operating a program at a given site due to natural disaster, civil unrest, or imminent danger to students or staff to transfer funding to other program sites in order to meet attendance targets during that time period.

- b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8)

- (1) Fewer than 20 students participating in the program component
- (2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation
- (3) A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 45330, 45344, 45344.5)

(cf. 4222 - Teacher Aides/Paraprofessionals)

Note: Pursuant to Education Code 8483.4, program staff and volunteers are required to meet health screening and fingerprint clearance requirements. Education Code 49024 provides that the requirement to obtain an Activity Supervisor Clearance Certificate prior to beginning a paid or volunteer position is satisfied by clearing a Department of Justice and Federal Bureau of Investigation criminal background check.

- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

(cf. 1240 - Volunteer Assistance)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

- c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)

6. Admissions

- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

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

- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:

BEFORE/AFTER SCHOOL PROGRAMS (continued)

Note: Pursuant to Education Code 8483, as added by AB 2615 (Ch. 470, Statutes of 2016), commencing July 1, 2017, first priority for enrollment shall be given to students who are identified as homeless or foster youth, as provided below.

- (1) First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year and to students who are identified by the program as being in foster care. (Education Code 8483, 8483.1)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483)

(cf. 5145.6 - Parental Notifications)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

Note: Item #(2) below is for use by districts that maintain middle or junior high schools.

- (2) Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)

Note: Items #(3)-(5) are **optional** and may be revised or expanded to include enrollment priorities established by the district.

- (3) Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.

(cf. 6179 - Supplemental Instruction)

- (4) Any remaining capacity shall be filled by students selected at random.
- (5) A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

BEFORE/AFTER SCHOOL PROGRAMS (continued)

Note: Education Code 8483 and 8483.1 express legislative intent that elementary students attend the full program day of either the before-school or after-school program every day in which they participate. Education Code 8483 and 8483.1 allow districts to implement a flexible attendance schedule for students in middle or junior high school. Education Code 8483.1 specifies that, for before-school programs, students who attend less than one-half of the daily program hours may not be counted for attendance purposes.

Pursuant to Education Code 8483, districts offering an after-school program are **mandated** to establish a policy regarding reasonable early daily release of students from the after-school program. Education Code 8483.1 **mandates** districts offering a before-school program to establish a policy regarding reasonable late daily arrival of students. The following items should be revised to reflect district practice.

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.
- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

Note: Item #8 below is for use by districts that offer a program during summer, intersession, or vacation periods. Pursuant to Education Code 8483.76, a school that establishes a before-school or after-school program is eligible to receive a supplemental grant to operate the program in excess of 180 regular school days or during any combination of summer, weekends, intersession, or vacation periods for a maximum of 30 percent of the total grant amount awarded, per school year, to the school.

8. **Summer/Intersession/Vacation Programs**

- a. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)
- b. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

- c. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)
- d. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)

Note: Education Code 8483.76 **mandates** that a district operating a six-hour program adopt an attendance and early release policy for the program that is consistent with the district's early release policy for the regular school day; see item #7 above. This policy must be included in the program plan submitted to the CDE.

- e. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

(cf. 6177 - Summer Learning Programs)

Grades 9-12

Note: The following section is for use by districts providing before-school and/or after-school programs funded through 21st Century High School After School Safety and Enrichment for Teens **Program** (ASSETs) program (Education Code 8420-8428; 20 USC 7171-7176).

The district's 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program shall serve students in any of grades 9-12 as the district may determine based on local needs. (Education Code 8421)

The program shall be operated in accordance with the following guidelines:

1. Program Elements

Note: Education Code 8421 requires that the ASSETs program include an academic assistance element, as provided below. AB 830 (Ch. 641, Statutes of 2017) amended Education Code 8421 to delete the requirement that the program include preparation for the California High School Exit Examination, as that exam has been eliminated.

- a. The program shall include an academic assistance element that is coordinated with the regular academic program and includes, but is not limited to, at least one of the following: (Education Code 8421)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

Note: Education Code 8421 authorizes the district's ASSETs program to include preparation for the California High School Exit Examination. However, pursuant to Education Code 60851.1, administration of the exit exam has been suspended through the 2017-18 school year.

~~(1)~~ **(1)** Preparation for the high school exit examination

~~(cf. 6162.52 - High School Exit Examination)~~

~~(2)~~ **(1)** Tutoring

~~(3)~~ **(2)** Career exploration, including activities that help students develop the knowledge and skills that are relevant to their career interests and reinforce academic content

~~(4)~~ **(3)** Homework assistance

~~(5)~~ **(4)** College preparation, including information about the Cal Grant program pursuant to Education Code 69430-69460

b. The program shall include an enrichment element that may include, but is not limited to: (Education Code 8421)

(1) Community service

(2) Career and technical education

(3) Job readiness

(4) Opportunities for mentoring and tutoring younger students

(5) Service learning

(6) Arts

(7) Computer and technology training

(8) Physical fitness

(9) Recreation activities

(cf. 6142.4 - Service Learning/Community Service Classes)

Note: Education Code 8423 requires the ASSETs program to include a physical activity element. See the CDE's California After School Physical Activity Guidelines, available on its web site.

BEFORE/AFTER SCHOOL PROGRAMS (continued)

- c. The program shall include a nutritional snack and/or meal and a physical activity element. (Education Code 8423)
 - d. The program shall provide for access to, and availability of, computers and technology. (Education Code 8423)
 - e. The Superintendent or designee shall assess students' preferences for program activities. (Education Code 8423)
2. Location of Program
- a. The district's program may operate on one or multiple school sites or at another location approved by the CDE. (Education Code 8421)
 - b. If applying for a location off school grounds, the Superintendent or designee shall ensure that safe transportation is available for students, if necessary, and the program is at least as available and accessible as similar programs conducted on school sites. (Education Code 8421)
3. Hours of Operation
- a. The district's program shall operate for a minimum of 15 hours per week. (Education Code 8421)
 - b. The district's program may be operated either after school only or for any combination of after school, before school, weekends, summer, intersession, and vacations. (Education Code 8422)

Volunteers

Note: The following **optional** section is for use by districts that choose to create a registry of volunteer after-school physical recreation instructors or other volunteers pursuant to Education Code 35021.3, and may be used by districts that provide an ASES, 21st CCLC, ASSETs, or any other local program. When the district opts to use a registry created by a county office of education pursuant to Education Code 35021.3 rather than develop its own, the following section may be revised to inform district staff about the county registry and encourage its use.

Pursuant to Education Code 35021.3, after-school instruction in physical recreation provided by a volunteer does not count toward satisfaction of physical education requirements pertaining to the number of instructional minutes or course completion for high school graduation; see BP/AR 6142.7 - Physical Education and Activity and BP 6146.1 - High School Graduation Requirements.

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

Note: Education Code 35021.3 requires volunteers to submit to a criminal background check and authorizes, but does not require, the district to contribute funds to pay for all or part of the background check. Pursuant to Education Code 35021.3, the district may expand the following paragraph to impose additional requirements on volunteers (e.g., certification in cardiopulmonary resuscitation).

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. He/she also shall submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

Reports

Note: The following section applies to ASES, 21st CCLC, and ASSETs programs.

Pursuant to Education Code 8426 and 8484, the CDE may terminate a grant if, for three consecutive years, the program fails to demonstrate measurable program outcomes or fails to attain 75 percent of its proposed attendance levels. For this purpose, the CDE may consider a comparison of participating and nonparticipating students at the same school site or other factors.

The Superintendent or designee shall annually submit to the CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis

Note: Education Code 8427 requires programs to submit evidence of a program quality improvement process that is based on standards developed by the CDE. The CDE's program quality standards, [Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality](#), are available on its web site.

2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

(cf. 0500 - Accountability)

(7/15 3/17) 12/17

CSBA Sample Board Policy

Instruction

BP 6146.1(a)

HIGH SCHOOL GRADUATION REQUIREMENTS

Note: The following policy is for use by districts that maintain grades 9-12.

Education Code 60851.5 provides that the administration of the California High School Exit Examination and the requirement that each student completing grade 12 successfully pass the exam as a condition of receiving a diploma or graduating from high school are suspended for the 2015-16, 2016-17, and 2017-18 school years. AB 830 (Ch. 641, Statutes of 2017) repealed Education Code 60850-60859, thereby eliminating the California High School Exit Examination as a requirement for high school graduation.

The Governing Board desires to prepare all students to obtain a high school diploma to enable them to so that they can take advantage of opportunities for postsecondary education and employment.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

Note: Education Code 51225.3 specifies the courses that a student is required to complete in order to graduate from high school as listed in items #1-6 below.

Pursuant to Education Code 66204, each district that maintains a high school also is required to develop a process for submitting courses to the University of California to ensure that they align with the "a-g" course requirements for college admission.

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified: (totals 245 credits plus 15 hours community service):

1. Four (4) courses in English (Education Code 51225.3) (40 credits)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Three (3) courses in mathematics (Education Code 51225.3) (30 credits)

At least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed state academic content standards for Algebra I or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete three mathematics courses in grades 9-12. (Education Code 51224.5)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6152.1 - Placement in Mathematics Courses)

3. Three (3) courses in science, including biological and physical sciences (Education Code 51225.3) (10 credits in Life Science and 10 credits in Physical Science). Additional 10 credits of Life and/or Physical Science elective.

(cf. 6142.93 - Science Instruction)

4. Three and a half (3 ½) courses in social studies, including World History (10 credits); a one-semester course in World Geography (5 credits); United States History (10 credits); a one-semester course in American Government and Civics (5 credits); and a one-semester course in Economics (5 credits) (Education Code 51225.3)

(cf. 6142.3 - Civic Education)

(cf. 6142.94 - History-Social Science Instruction)

Note: Education Code 51225.3 authorizes the Board to include a course in career technical education (CTE) as an alternative to the visual or performing arts or foreign language course requirement for high school graduation. If the Board chooses to do so, it must, at a regular Board meeting prior to allowing a CTE course as an alternative, notify parents/guardians, students, teachers, and the public of information specified in Education Code 51225.3. In addition, the information must be included in the district's annual notification to parents/guardians pursuant to Education Code 48980; see the accompanying administrative regulation. Districts that do not allow this alternative course requirement should delete references to CTE in item #5 below.

The CTE course may be offered through different means, including a district-operated program, regional occupational center or program, or county office of education program pursuant to a joint powers agreement. See BP/AR 6178 - Career Technical Education and BP 6178.2 - Regional Occupational Center/Program for program details pertaining to CTE.

5. One (1) course in visual or performing arts, foreign language, including American Sign Language, or career technical education (CTE) (Education Code 51225.3) (10 credits: 2 semesters of same the language and/or visual performing arts)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

(cf. 6142.2 - World/Foreign Language Instruction)
(cf. 6142.6 - Visual and Performing Arts Education)
(cf. 6178 - Career Technical Education)
(cf. 6178.2 - Regional Occupational Center/Program)

6. Two (2) courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3) (20 credits)

(cf. 6142.7 - Physical Education and Activity)

Note: Pursuant to Education Code 51225.3, the Board may prescribe additional coursework (e.g., health education, service learning) or other requirements (e.g., portfolios or senior projects) that district students must complete in order to obtain a diploma. If the Board does so, such courses or projects should be listed below.

If the district requires a course in health education for graduation, Education Code 51225.36 requires that the district include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. Also see AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction. In addition, pursuant to Education Code 51225.6, **as added by AB 1719 (Ch. 556, Statutes of 2016)**, a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation beginning in the 2018-19 school year. See AR 6143 - Courses of Study.

7. One semester of Technology (5 credits)
8. The equivalent of 75 credits of elective credits.
9. 15 hours of prior approved Community Service (this is in addition to the 245 credit graduation requirement).

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.8 - Comprehensive Health Education)

Note: Education Code 51225.3 requires the Board to adopt alternative means for students to complete the prescribed course of study; see BP/AR 6146.11 - Alternative Credits Toward Graduation.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)**Exemptions and Waivers**

Note: Education Code 51225.1 requires the district to exempt from any district-adopted graduation requirements a foster youth, ~~or~~ homeless student, **former juvenile court school student, or, as amended by AB 365 (Ch. 739, Statutes of 2017), child of a military family**, who transfers into the district or between district high schools any time after completing his/her second year of high school. **This exemption does not apply if ~~unless~~ the Superintendent or designee makes a finding that the youth student is reasonably able to complete the requirements in time to graduate by the end of his/her fourth year of high school.**; see ~~AR 6173.1 - Education for Foster Youth, and AR 6173 - Education for Homeless Children. AB 2306 (Ch. 464, Statutes of 2016) amends Education Code 51225.1 to extend this exemption and related requirements to a student transferring from a juvenile court school any time after his/her second year of high school; see AR 6173.3 - Education for Juvenile Court School Students. Also see AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, AR 6173.2 - Education of Children of Military Families, and AR 6173.3 - Education for Juvenile Court School Students.~~

Pursuant to Education Code 51225.1, within 30 calendar days of the transfer of a foster youth, homeless student, ~~or~~ former juvenile court school student, **or child of a military family**, the district is required to provide notice to the student of the availability of the exemption and whether the student qualifies for it. If the district fails to provide that notification, the student will be eligible for the exemption once notified, even if the notification is received after the termination of the court's jurisdiction over the foster youth or former juvenile court school student, ~~or~~ after the homeless student ceases to be homeless, **or after the student no longer meets the definition of a child of a military family, as applicable.**

Education Code 51225.1 also provides that, if an exempted student completes the statewide coursework requirements before the end of his/her fourth year of high school, the district or a district school must not require or request that he/she graduate before the end of his/her fourth year of high school.

Any complaint alleging the district's failure to comply with the requirements of Education Code 51225.1 may be filed using the district's uniform complaint procedures pursuant to 5 CCR 4600-4687; see BP/AR 1312.3 - Uniform Complaint Procedures.

A foster youth, homeless student, ~~or~~ former juvenile court school student, **or child of a military family** who transfers into the district any time after completing his/her second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of his/her fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether he/she qualifies for it. (Education Code 51225.1)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5145.6 - Parental Notifications)

(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: Education Code 49701 requires district officials to help facilitate the on-time graduation of children of

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

military families by waiving specific course requirements for graduation if the student has satisfactorily completed similar coursework in another district. If the district does not grant such a waiver, then "best efforts" must be used to provide the student with alternative means to acquire the required coursework so that he/she can graduate on time. See BP/AR 6173.2—Education of Children of Military Families for additional language implementing this requirement.

In addition, the Superintendent or designee shall facilitate the on-time graduation of children of military families by waiving specific course requirements for graduation if the student has satisfactorily completed similar coursework in another district. (Education Code 49701)

(cf. 6173.2—Education for Children of Military Families)

Retroactive Diplomas

Note: Education Code 51413, as added by AB 830 (Ch. 641, Statutes of 2017), retains and renumbers the requirement to grant a diploma to students who previously met all applicable graduation requirements other than the requirement to pass the high school exit examination.

Until July 31, 2018, any student who completed grade 12 in the 2003-04 through 2014-15 school year or a subsequent school year and has met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413 60851.6)

Note: The remainder of this following section is optional.

The district may retroactively grant a high school diploma to a former student who was interned by order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that he/she was enrolled in a district school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. A deceased former student who satisfies these conditions may be granted a retroactive diploma to be received by his/her next of kin. (Education Code 51430)

In addition, the district may grant a diploma to a veteran who entered the military service of the United States while he/she was a district student in grade 12 and who had completed the first half of the work required for grade 12. (Education Code 51440)

Legal Reference: (see next page)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)*Legal Reference:*EDUCATION CODE

47612 Enrollment in charter school
 48200 Compulsory attendance
 48412 Certificate of proficiency
 48430 Continuation education schools and classes
 48645.5 Acceptance of coursework
 48980 Required notification at beginning of term
 49701 Interstate Compact on Educational Opportunity for Military Children
 51224 Skills and knowledge required for adult life
 51224.5 Algebra instruction
 51225.1 Exemption from district graduation requirements
 51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
 51225.3 High school graduation
 51225.35 Mathematics course requirements; computer science
 51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
 51225.5 Honorary diplomas; foreign exchange students
 51225.6 Compression-only cardiopulmonary resuscitation
 51228 Graduation requirements
 51240-51246 Exemptions from requirements
 51250-51251 Assistance to military dependents
 51410-~~51412~~ **51413** Diplomas
 51420-51427 High school equivalency certificates
 51430 Retroactive high school diplomas
 51440 Retroactive high school diplomas
 51450-51455 Golden State Seal Merit Diploma
 51745 Independent study restrictions
 56390-56392 Recognition for educational achievement, special education
~~60851.5 Suspension of high school exit examination~~
~~60851.6 Retroactive diploma; completion of all graduation requirements except high school exit examination~~
 66204 Certification of high school courses as meeting university admissions criteria
 67386 Student safety; affirmative consent standard
CODE OF REGULATIONS, TITLE 5
 1600-1651 Graduation of students from grade 12 and credit toward graduation
 4600-4687 Uniform complaint procedures
COURT DECISIONS
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

*Management Resources:*WEB SITES

CSBA: <http://www.csba.org>
 California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>
 University of California, List of Approved a-g Courses:
<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

(12/15 12/16) 12/17

Policy Reference UPDATE Service

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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: February 20, 2018

Attachments: X

From: Don Beno, Superintendent

Item Number: 12.

SUBJECT

Request Board to take whatever action they deem necessary to respond to the California School Boards Association's Ballot for 2018 CSBA Delegate Assembly Election

Action: X
Consent Action: _____
Information Only: _____

Background:

“CSBA states the Delegate Assembly is a vital link in the association’s governance structure.” Ballot material for election of a representative to the CSBA Delegate Assembly from sub-region 6B (Sacramento County)

- Number of Vacancies: 3
- Delegates will serve two-year terms beginning April 1, 2018 - March 31, 2020.

Status:

Ballots to be received by March 15, 2018 and results to be posted by April 3, 2018

Presenter:

Don Beno, Superintendent

Other People Who Might Be Present:

Cost &/or Funding Sources

Zero cost to the district to vote for a representative to the CSBA Delegate Assembly

Recommendation:

That the Board take whatever action they deem necessary, if any.

Time: _____ 3 mins. _____



California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION

BALLOT DEADLINE: Thursday, March 15, 2018

January 29, 2018

MEMORANDUM

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Mike Walsh, President

Re: Ballot for 2018 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Thursday, March 15, 2018

Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, a résumé. In addition, provided is a watermarked “copy” of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. **Only the completed ballot on red paper is to be returned.**

The board, as a whole, may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery. Please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). **Ballots must be postmarked by the U.S. Post Office on or before Thursday, March 15, 2018. No exceptions are allowed.**

Election results will be available no later than Friday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020. The next meeting of the Delegate Assembly is on Saturday, May 19 – Sunday, May 20 at the Hyatt Regency in Sacramento.

The names of all Delegates will be available on CSBA’s website no later than Friday, April 1. Please do not hesitate to contact our Executive Office at (800) 371-4691, should you have any questions. Thank you.

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **THURSDAY, MARCH 15, 2018**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2018 DELEGATE ASSEMBLY BALLOT
SUBREGION 6-B
(Sacramento County)

Number of vacancies: 3 (Vote for no more than 3 candidates)

Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020

**denotes incumbent*

Craig DeLuz (Robla ESD)*

JoAnne Reinking (Folsom Cordova USD)*

Only two nominations were received; however your board may vote to write in the name of a board member to fill this third seat:

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

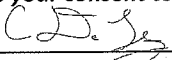
2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: 1/7/18

Name: <u>Craig DeLuz</u>	CSBA Region-subregion #: <u>6B</u>
District or COE: <u>Robla ESD</u>	Years on board: <u>13</u>
Profession: <u>Legislative Advocate</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>916-595-0264</u>
*Primary E-mail: <u>craig@usmediagroup.net</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>4 years</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

It is my desire to see CSBA become the leading advocate for public school education in California. This will occur only if leadership is completely bought into this a significant part of our mission. Thus, I would like to help chose these leaders.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Board President 8 of 13 years on the board, Sacramento County School Boards Association representative, Delegate Assembly, President's Council & LCFF Working Group.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The greatest challenge facing governing boards is adapting to the rapidly changing educational environment. CSBA can help us address this challenge by making sure we have access to policy makers and information related to them.

2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: 12/19/17

Name: <u>JoAnne Reinking</u>	CSBA Region-subregion #: <u>6B</u>
District or COE: <u>Folsom Cordova Unified School District</u>	Years on board: <u>9</u>
Profession: <u>Parent/ Volunteer</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>916 628 9244</u>
*Primary E-mail: <u>jreinkin@fcusd.org</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>2 years</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am an active and informed board member. I follow education issues and work to inform and involve our community in my district's processes. I am accessible to the community I serve and value their input. I am a thoughtful Board Member who tries to evaluate all sides of an issue and base decisions on what is best for students. I work well with my board colleagues and superintendent.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Folsom Cordova Board President (2011/12, 2015/16 and 2017/18)
15 years parent group leadership experience (PTO/PTA) at elementary, middle and high school levels.
Prior Parent Engagement Coordinator.
Co-founder and current Board President of the Folsom Cordova Education Foundation.
Prior City of Folsom Library Commissioner.
CSBA Delegate 2015 - 2017.
Completed Masters in Governance Program.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

- 1.) Education funding - if education funding is to become a priority we need to move beyond funding minimums and truly invest in our youth. CSBA should be a constant advocate for increased education funding. CSBA should fully utilize it's outreach potential.
- 2.) Meeting and improving upon Dashboard success indicators.
- 3.) Closing the opportunity/achievement gap - involves working to create an individual education plan with opportunities for all students. CSBA can help by sharing best practices from districts and creating opportunities for Board Members to collaborate and share information.

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



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018

Attachments: 1

From: Antonia Slagle, Isleton Elementary Principal

Item #: 13

SUBJECT

Action: X

Consent Action:

Request to approve the Contract Agreement with Creative Recreational Systems to install a playground structure designed for 2-12 year old students at a cost of \$43,932,03

Information Only:

Background & Status:

Name of Vendor: Creative Recreational Systems

Description of Service(s): to provide and install 2-12 year old playground structure for River Delta Unified School District State Preschool on the Isleton Elementary School grounds. The CBO, Director of M & O, and Program Director review team researched and agreed that the CMAS process for completing the playground project was the most cost effective and thorough option. Per requirements, the Program Director (Antonia Slagle) contacted 3 contractors – NSP3, Creative Recreational Systems, and Landscape Structures - based on location and the ability to complete a whole playground project (structure and surfacing). Two contractors – NSP3 and Creative Recreational Systems – responded. Of the two quotes, Creative Recreational Systems offered the most cost effective as well as best value playground structure and pour in place surfacing.

Date(s) of Service(s): 2017-2018 school year

Presenter:

Antonia Slagle, Principal, Isleton Elementary; Program Director, RDUSD CSPP

Cost &/or Funding Sources (be specific)

Not to exceed \$ 48,000.00 paid by RDUSD CSPP contract startup and CSPP general

funds. Recommendation:

That the Board approve the Contract Agreement with NSP3 for no more than \$48,000.00

Time: 4 mins.



CREATIVE RECREATIONAL SYSTEMS, INC.

(877) 752-9797
 SALES@CREATIVESYSTEMS.COM
 WWW.CREATIVESYSTEMS.COM

PROPOSAL

ADDRESS

ISLETON ELEMENTARY
 SCHOOL
 412 UNION STREET
 P.O. BOX 728
 ISLETON, CA 95641
 ATTN: ANTONIA SLAGLE

PROPOSAL # 291996

DATE 02/09/2018

EXPIRATION DATE 03/09/2018

ACTIVITY	QTY	RATE	AMOUNT
COMMERCIAL PLAYGROUND EQUIPMENT CRS-0066 USE ZONE: 30' x 26' AGE RANGE: 2-12 YEARS OCCUPANCY: 22 CHILDREN INGROUND MOUNT *PRICING LISTED IS IN ACCORDANCE WITH CMAS*	1	14,868.49	14,868.49T
FREIGHT SHIPPING AND HANDLING FOR PLAYGROUND EQUIPMENT LISTED ABOVE	1	1,500.00	1,500.00
INSTALLATION OF COMMERCIAL PLAYGROUND ALT OPTION #1: SUPERVISED INSTALLATION – 1 EXPERIENCED SUPERINTENDENT TO WORK WITH VOLUNTEERS FOR 1 DAY - 7 HOUR COST = \$1,500. ALT OPTION #2: COMMUNITY BUILD – PROVIDE AT LEAST 3 VOLUNTEERS, EQUIPMENT AND MATERIALS TO COMPLETE THE INSTALLATION ACCORDING TO THE INSTRUCTIONS THAT WILL BE PROVIDED. 4 HOURS OF COMPLIMENTARY REMOTE SUPPORT INCLUDED. SMALL TO MEDIUM STRUCTURES CAN BE BUILT WITH LITTLE TO NO FORMAL COMMERCIAL CONSTRUCTION EXPERIENCE. COST = \$0	1	8,177.00	8,177.00
TREX BORDERS	28	6.50	182.00T

ACTIVITY	QTY	RATE	AMOUNT
EXCAVATION EXCAVATION AND DISPOSAL OF APPROXIMATELY 17 CUBIC YARDS OF LAWN / SOIL AT APPROXIMATELY 6" DEPTH	1	4,300.00	4,300.00

INCLUDES:
REMOVAL OF 3 SMALL TREES

*BOBCAT ACCESS REQUIRED

*** LABOR PRICES REFLECT PREVAILING WAGE ***	1	0.00	0.00
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TERMS EXT	1	0.00	0.00T
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Contract Terms: 50% Deposit with order - net 20 days from receipt of goods. Progress billings will be conducted on a monthly basis on the 1st and 15th of each month for materials and/or labor delivered and/or work completed. To avoid an 11% interest charge please pay on time. The interest charge will be accumulated on a monthly basis. Returns: If you've made a mistake in ordering materials call us before you ship it back. Please, order carefully as we have a 35% cancellation fee. The cancellation fee will be charged for any orders canceled after 3 calendar days. It is the customers responsibility to be prepared for offloading the freight unless other agreements have been made in writing OR if CRS is providing installation - in this case CRS will offload the materials. The freight can often exceed 4000lbs so a forklift could be necessary as well as at least 3 laborers that are prepared to help offload. No order can be canceled after 20 days or after it has been shipped. Holds: freight cannot be held for more than 4 days at the factory or terminal.

When an installation date is confirmed it cannot be changed if the freight is in transit and/or the installation crew has committed to the dates provided.

Waste: Unless otherwise included above, this estimate does not include the removal of waste more than 200 feet from the job site. A dump box will need to be provided by the customer for proper disposal of waste materials.

Creative Recreational Systems, Inc. will not be responsible for moving or repairing any underground utility lines that may be encountered during installation. It is the responsibility of the owner to determine if any conditions exist that might prevent the footing locations or size from being achieved.

Utilities, rock or other such conditions may affect the cost of excavations. If such conditions exist the owner will be notified in advance and additional costs may be incurred if mitigation applies. If any disputes arises between the customer and Creative Recreational Systems, Inc. (CRS) the customer will be responsible for any attorneys and collections fees. Arbitration: All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

Please review everything on this estimate before you sign at the bottom. It is the customers responsibility to verify that all data is correct. Creative Recreational Systems, Inc. takes pride in operating the company since 1972 under proper ethical business standards and we look forward to serving you with the highest level of customer service and support. Please note that by signing this estimate it will be a binding contract between both parties.

Thank you

SUBTOTAL	29,027.49
TAX (7.75%)	1,166.41
TOTAL	\$30,193.90

Accepted By

Accepted Date



Use Zone: 30' x 29'



Age Group: 2-12 years



Occupancy: 20 Children



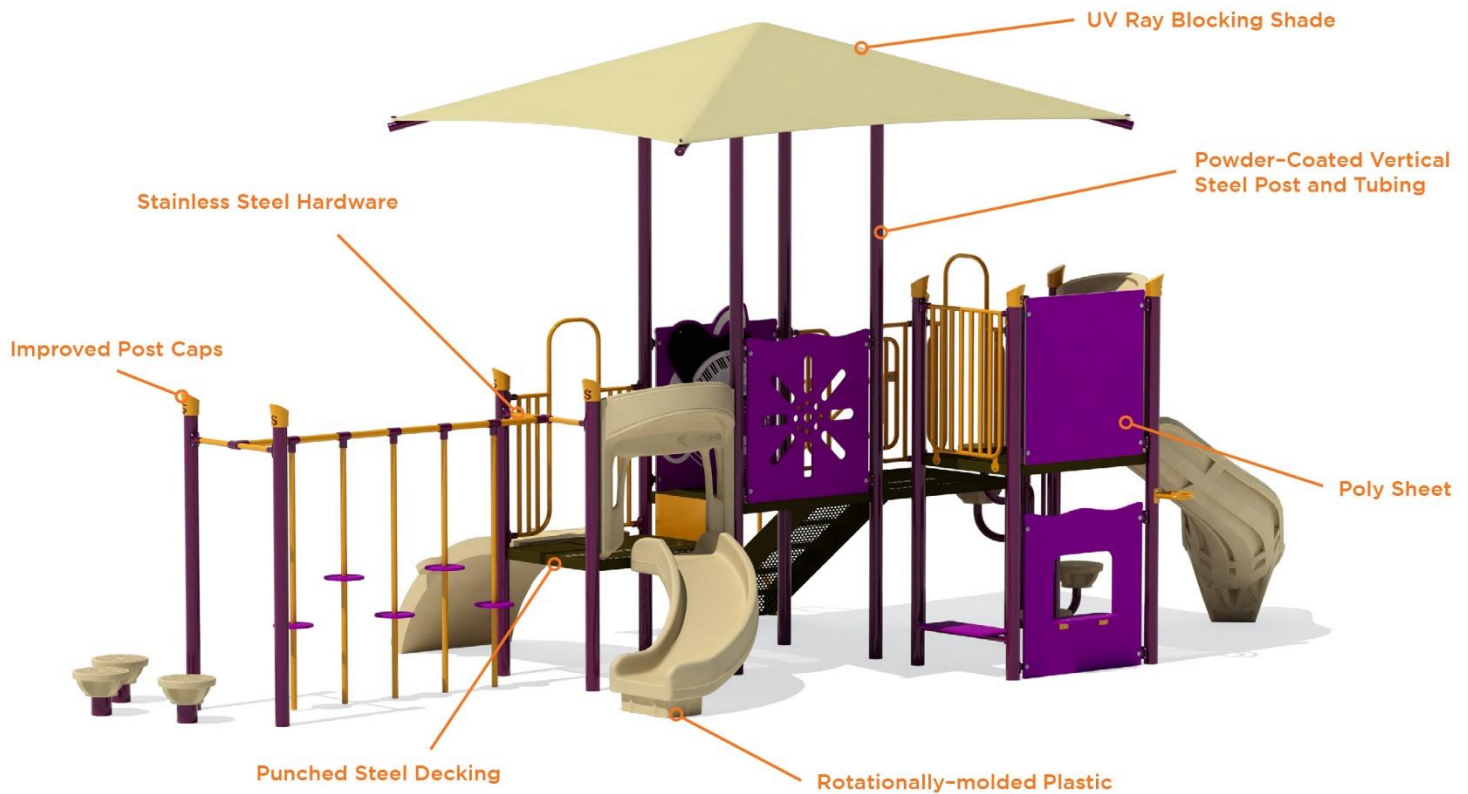
Free Shipping!

COMPONENT: Floating Tunnel
Tower / Frog Pad Challenge Ladder
/ Ring Swing Challenge Ladder /
Cylinder Spinner / Boulder Climber
/ Single Sectional Slide / Cargo
Climber / Climber / Climber / Crab
Pods / Saddle Slide / Cylinder
Spinner



General Product Specifications

At Superior Playgrounds, we only use quality playground materials — whether purchasing a steel or recycled structure. Manufactured at our west Georgia manufacturing facility, our playgrounds are proudly made in the USA. You can trust our playgrounds are built to last and will provide fun for years to come.



3.5" Commercial Playground Series

- 3.5" O.D. vertical posts
- 36" deck grid / 46.5" deck grid
- 24" diameter plastic / 30" diameter plastic

5" Commercial Playground Series

- 5" O.D. vertical posts
- 48" deck grid
- 30" diameter plastic

Vertical Posts (Round Steel Tubing)

- 13 gauge galvanized steel (3.5" Series)
- 11 gauge galvanized steel (5" Series)
- 11 gauge galvanized steel (shade verticals)
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)
- Triple Flo-Coated corrosion protection – interior and exterior (ASTM B-117)
- Contains a minimum of 30% recycled steel and is 95%–98% recyclable
- Manufactured per ASTM A570

Vertical Posts (R3 Recycled Plastic)

- 6"x6" posts made of HDPE
- Molded in one piece
- UV additives to prevent deterioration from UV light
- Made of 100% recycled material (post-industrial and post-consumer) excluding additives and colorants
- Will not rot, split, crack or splinter for a minimum of 50 years
- Resistant to termites, marine borers, salt spray, oil and fungus



Tubing

- Contains a minimum of 30% recycled steel and is 95%-98% recyclable
- Triple Flo-Coated corrosion protection (interior and exterior)
- Interior and exterior corrosion resistance (ASTM B-117)
- Manufactured per ASTM A570
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)

1.25" O.D. Round	14 gauge galvanized steel
1.66" O.D. Round	13 gauge galvanized steel
1.90" O.D. Round	11 gauge galvanized steel
2.375" O.D. Round	3 gauge galvanized steel / 9 gauge steel (Bi-pod/Tri-pod top bar/ Superior Shape frame)
3.5" O.D. Round	13 gauge galvanized steel (3.5" Series)
4" O.D. Square	11 gauge galvanized steel
5" O.D. Round	11 gauge galvanized steel (5" Series)



POST CAPS

- Aluminum alloy (ZL101) aluminum series of tertiary alloys
- Tested using GB/T 1173-1995 (equivalent to ANSI 365.0 specified in ASTM B26/B26M)
- Less than 40ppm of lead per IEC 62321:2008 Ed. 1 and US EPA 3050B: 1996
- Powder coat finish

C-LINE FITTINGS

- Aluminum alloy (ZL101, GB/T 1173-1995) aluminum series of tertiary alloys
- Less than 40ppm of lead per IEC 62321:2008 Ed. 1 and US EPA 3050B: 1996
- Mounts to vertical post with gasket and four 0.25"x1" self-tapping screws with patch
- Powder coat finish

SEALING GASKET

- Neoprene rubber
- 60 +/- 5 durometer hardness



HARDWARE

- Made from stainless steel or corrosion-resistant coated steel
- Conforms to ANSI/ASCE-8-90 (stainless steel)
- Passed 100 hour salt test (corrosion-resistant coated steel)
- Security patch to insure screw locks into vertical pipe (where applicable)
- Most hardware is tamper resistant

R3 RECYCLED PLASTIC COMPONENTS

- Made of HDPE
- Molded in one piece
- UV additives to prevent deterioration from UV light
- Made of 100% recycled material (post-industrial and post-consumer) excluding additives and colorants
- Will not rot, split, crack or splinter for a minimum of 25 years
- Resistant to termites, marine borers, salt spray, oil and fungus



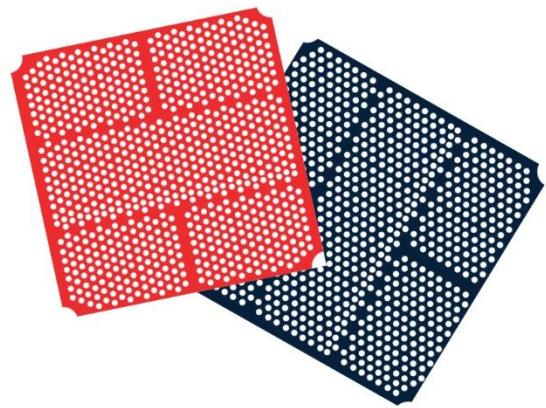
Roto-molded Plastics

- 1st quality linear low density Polyethylene (LDPE)
- Rotational molded with mold-in graphics (where applicable)
- 0.375" wall thickness
- 2,550 psi tensile strength (ASTM D638)
- Melt index per ASTM D1238
- Density per ASTM D4883
- Peak crystallization temperature per ASTM D3418
- Flexural modulus per ASTM D790 Procedure B
- Deflection temperature under load per ASTM D648
- Environmental stress crack resistance, F50 per ASTM D1693 Condition A
- UV stabilized / UV 8 Rating (tested per ASTM G155 cycle 1 guidelines)
- Anti-static inhibitors



Poly Sheet

- 0.75" high density polyethylene sheeting (HDPE)
- Tested in accordance with ASTM D1928 Procedure C
- Density per ASTM D1505
- Melt Index per ASTM D1238
- Tensile Strength and Ultimate Elongation per ASTM D638 Type 4
- Brittleness temperature per ASTM D746
- Flexural modulus per ASTM D790
- Coefficient of linear thermal expansion per ASTM E831
- Textured, matte finish
- UV stabilized
- UL 94 HB fire rating
- Stain and graffiti resistant and will not delaminate, splinter or crack



Punched Steel Items

Decks, Platforms, Ramps, Bridges, Transfer Stations, Stairs, and Steps

- 12 gauge galvanized steel body
- Formed sides with welded reinforcements (stairs have welded stringers)
- 0.625"x1" diameter slots after coating
- Decks for recycled structures have a plank pattern 5.625" wide with 0.3125" spacing after coating
- Plastisol coating
- Lead-free per 16 CFR Part 1303

Powder Coat

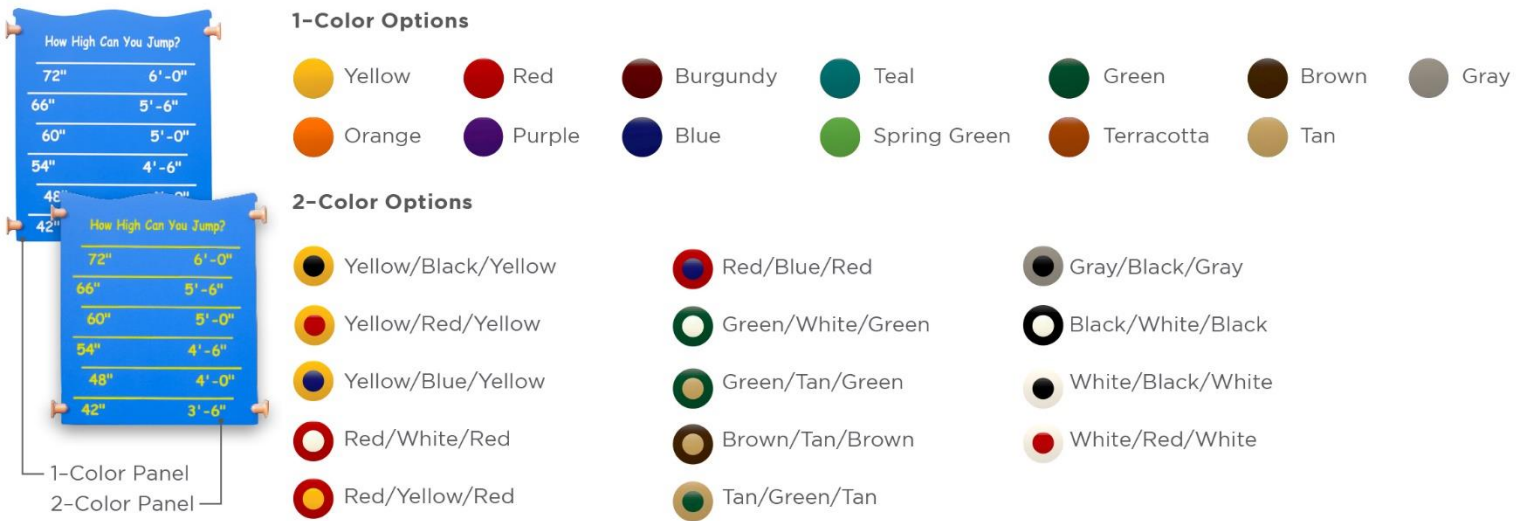
- Initially blasted to a 'white' condition to remove all surface rust and oil, our steel frames are coated electrostatically with an Epoxy TGIC Powder Coating Zinc-Rich Primer. Superior's primer has been tested salt spray tested for over 4,000 hours to insure quality. After the primer application, Superior applies the Super durable Polyester TGIC powder coating electrostatically. After the application of the final coat, a total of 6 mils of finished Powder Coating has been applied, which is backed by 5,000 hours of testing (ASTM Method B117).
- The Limited Warranty for Powder Coating provides for the following after a five year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.
- The coatings shall retain their original color with a ΔE of < 7.5 units for high chroma colors, (yellows, reds, oranges, etc.) and a ΔE of < 5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than a numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Standard Color Options

Rotationally Molded Colors



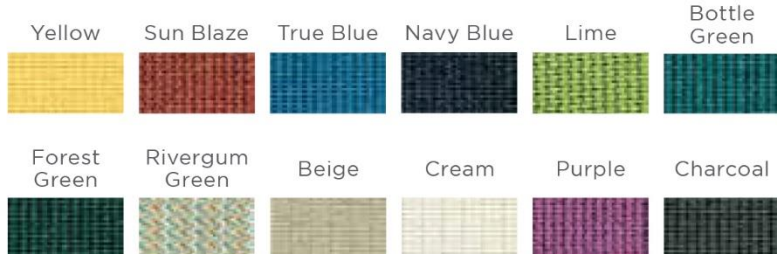
HDPE Panels Available in 1- and 2-color



Powder Coat Colors



Shade Colors | More colors available!



All fabric is California Fire Marshal certified (highest standard for flame resistance), with the exception of Rivergum Green. More colors are available.

Recycled Decks & Posts



Decks, Bridges, and Stairs



Popular Color Schemes



Rain Forest

- Sky Blue
- Green
- Spring Green
- Royal Blue



Circus

- Red
- Yellow
- Royal Blue



Fresco

- Gray
- Teal



Midnight Jazz

- Mariner Blue
- Red
- Gray
- Black



Autumn

- Red
- Tan
- Orange



Robin Egg

- Brown
- Tan
- Teal



Adventure

- Gray
- White
- Red



Nature Trail

- Terracotta
- Tan
- Spring Green
- Orange



Forest

- Burgundy
- Tan
- Green



Aquamarine

- Teal
- White
- Mariner Blue
- Brown



Plum

- Purple
- Butterscotch
- Tan



Fortress

- Cobalt
- Butterscotch
- Tan
- Terracotta

Quality, Standards And Guidelines



American Society for Testing and Materials

The American Society for Testing and Materials is an independent and world renowned developer of technical standards utilized in testing a multitude of products. ASTM's F15.29 committee, met consistently for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The current version is F1487-11, published in 2011.



Access Board (ADAAG)

Guidance Available on Play Area Guidelines: <http://www.access-board.gov/news/playguide.htm>

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final Report of the Regulatory Negotiation Committee is available via the Internet.



IPEMA™

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 9.8, 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.



U.S. Consumer Safety Product Commission

Handbook for Public Playground Safety: <http://www.cpsc.gov/cpsc/pub/pubs/325.pdf>

Superior Warranty

Our warranty guarantees years of unlimited fun!

- **Lifetime*** warranty on steel posts, all stainless steel hardware, component clamps and aluminum post caps
- **25 Year** Limited warranty on recycled posts
- **15 Year** Limited warranty on pipes, rungs, loops and rails, roto-molded plastics, HDPE plastic sheets, punched steel decks
- **10 Year** Limited warranty on Shade fabric
- **5 Year** Limited warranty on Site Amenities, cables and nets
- **3 Year** Limited warranty on "The Original KidsCenter™"
- **1 Year** Limited warranty on moving parts, materials not covered above & water slides

* For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.



CREATIVE RECREATIONAL SYSTEMS, INC.

(877) 752-9797
SALES@CREATIVESYSTEMS.COM
WWW.CREATIVESYSTEMS.COM

PROPOSAL

ADDRESS

ISLETON ELEMENTARY
SCHOOL
412 UNION STREET
P.O. BOX 728
ISLETON, CA 95641
ATTN: ANTONIA SLAGLE

PROPOSAL # 291997

DATE 02/09/2018

EXPIRATION DATE 03/09/2018

ACTIVITY	QTY	RATE	AMOUNT
PIP - 2.5" THICKNESS 50% COLOR 50% BLACK POURED IN PLACE RUBBER PRICED PER SQUARE FOOT BASED ON THE DIMENSIONS PROVIDED BY CUSTOMER	750	17.00	12,750.00T
*EXCLUDES BASE PREPARATION *IF BORDERS ARE NEEDED TREX CAN BE PROVIDED AT \$6.5 PER LINEAR FOOT OR PLASTIC PLAYGROUND BORDERS CAN BE PROVIDED AT \$19.5 PER LINEAR FOOT			
*** LABOR PRICES REFLECT PREVAILING WAGE ***	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

TERMS EXT

1

0.00

0.00T

Contract Terms: 50% Deposit with order - net 20 days from receipt of goods. Progress billings will be conducted on a monthly basis on the 1st and 15th of each month for materials and/or labor delivered and/or work completed. To avoid an 11% interest charge please pay on time. The interest charge will be accumulated on a monthly basis. Returns: If you've made a mistake in ordering materials call us before you ship it back. Please, order carefully as we have a 35% cancellation fee. The cancellation fee will be charged for any orders canceled after 3 calendar days. It is the customers responsibility to be prepared for offloading the freight unless other agreements have been made in writing OR if CRS is providing installation - in this case CRS will offload the materials. The freight can often exceed 4000lbs so a forklift could be necessary as well as at least 3 laborers that are prepared to help offload. No order can be canceled after 20 days or after it has been shipped. Holds: freight cannot be held for more than 4 days at the factory or terminal.

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Waste: Unless otherwise included above, this estimate does not include the removal of waste more than 200 feet from the job site. A dump box will need to be provided by the customer for proper disposal of waste materials.

Creative Recreational Systems, Inc. will not be responsible for moving or repairing any underground utility lines that may be encountered during installation. It is the responsibility of the owner to determine if any conditions exist that might prevent the footing locations or size from being achieved.

Utilities, rock or other such conditions may affect the cost of excavations. If such conditions exist the owner will be notified in advance and additional costs may be incurred if mitigation applies. If any disputes arises between the customer and Creative Recreational Systems, Inc. (CRS) the customer will be responsible for any attorneys and collections fees. Arbitration: All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

Please review everything on this estimate before you sign at the bottom. It is the customers responsibility to verify that all data is correct. Creative Recreational Systems, Inc. takes pride in operating the company since 1972 under proper ethical business standards and we look forward to serving you with the highest level of customer service and support. Please note that by signing this estimate it will be a binding contract between both parties.

Thank you

SUBTOTAL	12,750.00
TAX (7.75%)	988.13
TOTAL	\$13,738.13

Accepted By

Accepted Date

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: February 20, 2018 Attachments: ___x___

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: _14._

SUBJECT Action: _x___

Agreement for Professional Services with Willdan
Financial Services to perform the CFD Annual
Administration Consent Action: ___
Information Only: ___

Background:

At the end of 2017, River Delta CFD No. 1 was amended as part of the Mitigation Agreement with Encore Liberty. It was deemed necessary to hire an Administrator for this Special Tax. The District went through the RFP Process and Evaluation for a CFD Administrator and the winner was Willdan Financial Services.

Status:

The District has negotiated a contract with Willdan which is being submitted to the Board for approval at this time.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present: N/A

Cost &/or Funding Sources \$5,100.00 to be paid annually from Developer fees.

Recommendation:

That the board approve the agreement with Willdan Financial Services for CFD Annual Administration Services.

Time: __5 mins.__

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 21st day of February 2018, by and between **WILLDAN FINANCIAL SERVICES ("WFS")**, a corporation, and the **RIVER DELTA UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client."

WHEREAS, Client desires to employ WFS to furnish ongoing professional services in connection with **CFD Annual Administration**, hereinafter referred to as the "Project."

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions herein contained, the parties agree as follows:

SECTION I – BASIC SERVICES

WFS shall provide to the Client the basic services described in detail in "Exhibit A," Scope of Services, attached hereto and incorporated herein by this reference.

SECTION II – ADDITIONAL SERVICES

If authorized, WFS shall furnish additional services, which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in "Exhibit A" and will be paid for by Client as indicated in Section III hereof. As further additional services are requested by Client, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule and the compensation for such services.

SECTION III – COMPENSATION

WFS shall be compensated for basic services rendered under Section I, as in accordance with the terms and conditions indicated in "Exhibit B," Fees for Services; and WFS will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WFS shall be compensated at its then-prevailing hourly rates for such additional services, such additional services shall be authorized only after prior matter approval by the District.

WFS may submit monthly statements for basic and additional services rendered. It is intended that Client will make payments to WFS within forty-five (45) days of invoice.

SECTION IV – INDEMNITY; INSURANCE REQUIRED

A. **Indemnity.** WFS shall indemnify and hold harmless Client, its officers, officials, directors, employees, designated agents, and appointed volunteers from and against all claims, damages, losses and expenses arising out of the performance of the services described herein, to the extent caused in whole or in part by the negligent acts, errors, or omissions of WFS, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence or willful misconduct of Client or Client's officers, agents, or employees.

The parties shall cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability or loss. Neither party shall have an obligation to indemnify the other party for any losses to the extent they are caused, contributed to or exacerbated by the actions or failure to act of the indemnified party, including without limitation, the failure to take actions to mitigate such losses.

B. **Insurance.** Without in any way limiting WFS' liability pursuant to the indemnification described above, WFS shall maintain, during the term of this contract, the following insurance:

Coverage	Minimum Limits
General Liability Comprehensive General Liability, including: Premises and Operations Contractual Liability Personal Injury Liability Independent Contractors Liability (if applicable)	\$1,000,000 Combined Single Limit, per occurrence and \$2,000,000 general aggregate
Automobile Liability Comprehensive Automobile Liability (including owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per occurrence
Workers' Compensation and Employer's Liability Workers' Compensation Insurance Employer's Liability	Statutory, \$1,000,000
Professional Liability Professional Liability Insurance	\$1,000,000 per claim and annual aggregate

SECTION V – INDEPENDENT CONTRACTOR STATUS

WFS shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

SECTION VI – OWNERSHIP AND MAINTENANCE OF DOCUMENTS

WFS may rely upon the accuracy of any documents provided to WFS by Client. All documents, including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by WFS pursuant to this Agreement, regardless of media (e.g., paper, electronic, magnetic, optical, Mylar, etc), are instruments of WFS' services in respect to this Project and not products. All such documents shall be considered the property of WFS provided, however, that a copy of the final documents shall be made available to Client upon request. These documents are not intended, nor represented to be suitable for reuse by Client or any others on extensions of this Project or on any other project. Any modification or reuse without specific written verification and adoption by WFS for the specific purposes intended will be at user's sole risk. Client agrees to save, keep and hold harmless WFS from all damages, costs or expenses in law and equity including costs of suit and attorneys' fees resulting from such unauthorized reuse. Client further agrees to compensate WFS for any time spent or expenses incurred by WFS in defense of any such claim, in accordance with WFS' prevailing fee schedule.

Client acknowledges that its right to utilize the services and instruments of services of WFS will continue only so long as Client is not in default of the terms and conditions of this Agreement and Client has performed all obligations under this Agreement. WFS further acknowledges that Client has the unrestricted right to use the services provided pursuant to this Agreement, as well as to all instruments of service provided pursuant to this Agreement.

Except as disclosable pursuant to the California Public Records Act or any court order, Client agrees not to use or permit any other person to use, other than Client's own consultants, attorneys, engineers or accountants, any instruments of service prepared by WFS, which are not final and which WFS does not sign. Client agrees to be liable for any such intentional use of non-final instruments of service not signed, stamped or sealed by WFS and waives liability against WFS for their use.

WFS shall be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, studies, plans and specifications provided by Client or by Client's attorney(s), engineer(s), accountant(s), consultant(s) or employee(s) to Consultant. Client shall make no claim against WFS alleging that WFS should not have relied upon such information provided by Client to WFS.

WFS' records, documents, calculations, test information and all other instruments of service shall be

kept on file in legible form for a period of not less than two (2) years after completion of the services covered in this Agreement.

SECTION VII – SUSPENSION OF SERVICES

Client may, at any time, by thirty (30) days' written notice, suspend further performance by WFS. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and WFS shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

SECTION VIII – TERMINATION

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of such termination. If this Agreement is terminated as provided herein, WFS will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of WFS covered by this Agreement, less payments of compensation previously made.

SECTION IX – COMPLIANCE WITH LAW

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

SECTION X – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the parties; but either party, without written consent of the other party, shall not assign it.

SECTION XI – ATTORNEYS' FEES

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys' fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

SECTION XII – ALTERNATIVE DISPUTE RESOLUTION

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

- A. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- B. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually-acceptable neutral person not affiliated with either

of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within forty (40) days from the initial meeting. The parties shall share the fees of the neutral equally.

C. In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than sixty (60) days after selection of the neutral) if the parties have been unable to agree on any of such matters within twenty (20) days after initial consultation with the neutral.

D. The parties agree to participate in good faith in the ADR to its conclusion, as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to non-binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

SECTION XIII – RECORDS

Records of WFS' direct labor costs, payroll costs, and reimbursable expenses pertaining to the Project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

WFS' records will be available for examination and audit if and as required.

SECTION XIV – MISCELLANEOUS PROVISIONS

This Agreement is subject to the following special provisions:

A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.

B. This Agreement shall be interpreted as though prepared by both parties.

C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

D. This Agreement shall be interpreted under the laws of the State of California.

E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.

F. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

G. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies, including, but not limited to: permit processing, environmental impact reports, dedications, General

Plans, and amendments thereto; zoning matters, annexations, or consolidations; use or Conditional Use Permits; project or plan approvals; and building permits.

H. WFS' waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition, or covenant.

I. Client acknowledges that WFS is not responsible for the performance of services by third parties, provided that said WFS has not retained third parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated, as of the day and year first above written.

WILLDAN FINANCIAL SERVICES

RIVER DELTA UNIFIED SCHOOL DISTRICT

By: _____

Gladys Medina

Title: Vice President – Group Manager

Address: 27368 Via Industria, Suite 200
Temecula, CA 92592

By: _____

Don Beno

Title: Superintendent

Address: 445 Montezuma Street
Rio Vista, CA 94571

Exhibit A

SCOPE OF SERVICES

CFD Annual Administration

The following section outlines Willdan's scope of services for:

- Annual administration of CFD No. 1;
- Delinquency management;
- Continuing disclosure; and
- GIS parcel audit and map preparation.

Willdan will rely on the validity and accuracy of RDUSD's data and documentation to complete the services described herein. We will rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

CFD Annual Administration

In order to properly administer RDUSD's CFD No. 1, we will perform the following tasks.

1. Develop and maintain annually an electronic database containing parcel data and annual special tax levy amounts by Assessor's Parcel Number. This includes researching final tract and/or parcel map recordation information; and gathering building permits, along with the appropriate building and parcel information, and certificate of compliance information for properties located within the boundaries of the CFD.
2. Annually calculate and apportion the special taxes, as specified in the Rate and Method of Apportionment of Special Tax (RMA). This process includes: identification of CFD administrative cost items eligible for recovery by RDUSD; review of fund balances to identify any surplus funds; requirements for debt services; assignment of special tax classes per each RMA, and the setting of annual special tax rates that are necessary to satisfy the Special Tax Requirement.
3. Use, if applicable, the listing of any approved exemptions provided by RDUSD; identify each parcel, and modify the proposed special tax, accordingly.
4. Prepare, if necessary, an annual resolution that establishes the budget for the fiscal year and application of the special tax to be submitted to the County, including the special tax summary for the fiscal year.
5. Provide special tax levies for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll.
6. Research parcel exceptions provided by the County and, if possible, resubmit installment amounts that are unapplied by the County Auditor/Controller's Office. Willdan will manually invoice special tax installments that cannot be collected on the County property tax roll on behalf of RDUSD.
7. Provide a toll-free number to field inquiries from RDUSD staff, property owners and other interested parties regarding special tax installments and related information.
8. Create an electronic mechanism to provide information and public reports to taxpayers. All of the special tax reports we complete for our clients are published on our website (<http://www.willdan.com/financial/>). To access these reports, we can setup a fast and straightforward link between RDUSD's and Willdan's Website. In so doing, property owners can obtain the latest tax information at no charge. Immediate and free access can help serve to reassure taxpayers that they are our clients too.

Exhibit A

9. Prepare an annual special tax report. This report will include: delinquency summaries; Charge Detail Report listing all parcels and their annual charge amount; and a cover letter to the report providing related recommendations or issues, if any. The cover letter is not intended to be a component of the report.
10. Provide, as applicable, an annual report to the California Debt and Investment Advisory Commission (CDIAC) by October 30, if required by the California Government Code, Section 53359.5(b), as amended.
11. Prepare "Notice of Special Tax" as required by the California Government Code, Sections 53340.2(b) and 53341.5, as amended. The fee for this service is \$15 per notice and *is to be paid by the requestor*.
12. Assist RDUSD in the filing of a report with its governing body each year to comply with legislation approved in 2001 that enforces additional reporting requirements. This annual filing shall meet with regulations imposed by the California Government Code, Section 50075.3 (a) & (b) and/or Section 53411 (a) & (b), as amended (Senate Bill 165).
13. Prepare Annual Report, as required by California Government Code Section 53343.1, and as requested by CFD property owner. The fee for this service is at our then-current hourly rates (see Compensation section of this submittal), which *is to be paid by the requestor*.
14. Provide an annual report pursuant to California Government Code Section 6599.1 (b) & (c), if necessary.
15. Calculate written prepayment quotes for individual special tax liens, as described in the RMA of Special Tax or by resolution. For parcels prepaying the special tax, Willdan will coordinate the removal of the lien. The fee for this service is \$500 per calculation, to be paid by the requestor.
16. Monitor compliance with the fiscal agent's/trust agreement.
17. Perform, as applicable, required bond call spreads and coordinate the early redemption of outstanding bonds. Additional efforts needed to complete bond calls, such as cash flow certificates, special analyses and/or atypical spread calculations, shall be charged hourly using our then-current hourly rates (see "Compensation" section). However, Willdan will not begin any additional work without prior approval from RDUSD.

Client Responsibilities

For district administration services, Willdan will rely on assistance from RDUSD in obtaining the following information:

- Information related to the district, such as historical data, formation and associated bond facts. This information will assist in the initial setup of the district and may include, but is not limited to, diagrams and recorded notices for the district; Annual Reports; assessment rolls; copies of resolutions approved during the formation process for the district; copies of pertinent bond documents; and databases of parcels in the CFD, including historical levy information and historical information relative to the bonds and payoffs within the district.
- Annual information related to fund balances for the district.
- The budget summary to be incorporated into the annual resolution establishing the budget and special tax rates for the district.
- An annually updated listing of all parcels that have been approved for any applicable exemptions, if necessary.

Exhibit A

- Information regarding land subdivision, issuance of building permits and/or certificates of occupancy (as required by RDUSD). Although Willdan will annually research information, it may still be necessary to obtain additional assistance from the County.
- Existing delinquency information.
- Current development plan/tentative maps and annual changes, modifications or updates, if necessary.
- Confirmed assessment roll and other district information for new districts as they become available, if required.

Delinquency Management Services

1. Monitor delinquent tax bill payments in February and May of each year.
2. Provide periodic delinquency reports to RDUSD, including a detailed listing of current and prior year unpaid tax installments and recommendations for collections.
3. Send (upon approval by RDUSD staff) a delinquency reminder letter after the first installment of the tax bill becomes delinquent.
4. Send (upon approval by RDUSD staff) a delinquency demand letter after the second installment of the tax bill becomes delinquent. Each demand letter will include a brochure providing answers to commonly asked questions concerning delinquencies. If the property owner pays RDUSD directly, coordinate the removal of the paid installments with the County.
5. Remove the delinquent installments of special taxes for the current and/or prior tax year(s) from the County tax roll. Such removal will comply with SB 1471.
6. Send a final 21-day delinquency foreclosure letter to each delinquent property owner after confirmation from the County for the removal of the delinquent special taxes. Foreclosure letters shall contain a brochure providing answers to frequently asked questions regarding delinquencies and judicial foreclosures.
7. Send those parcels, whose special taxes continue to remain delinquent after 21 days from the mailing of foreclosure letters, to the foreclosure attorney for collection of the delinquent special taxes, applicable penalties, interest, fees, and other authorized costs. The RDUSD retained foreclosure counsel will collect these fees.
8. Provide a toll-free telephone number at Willdan to field inquiries from staff, parcel owners, lenders, and other interested parties concerning annual installments and delinquencies throughout the entire Delinquency Management/foreclosure process.
9. Assist foreclosure counsel to initiate judicial foreclosure proceedings; and in accordance with bond foreclosure covenants, prosecute those parcels sent to foreclosure.
10. Provide, upon request, payoff quotes for all interested parties for stripped delinquent tax installments. Fees for this service are paid by the requesting party and may be charged to a credit card; there is no charge to RDUSD.
11. Negotiate (if requested) a repayment schedule (payment plan) with property owner(s) to cure the delinquency and avoid initiation of judicial foreclosure.

Subsequent Foreclosure Services

Once the delinquent taxes have been forwarded to judicial foreclosure counsel, Willdan can provide the following services:

Exhibit A

1. Prepare and forward a detailed report of the parcels to be foreclosed to foreclosure counsel.
2. Provide foreclosure counsel with the necessary resolutions and other documents to proceed with the judicial foreclosure process.
3. Keep RDUSD and foreclosure counsel apprised of special arising situations of which we become aware, such as bankruptcies of parcel owners, tax foreclosure sales, Deed of Trust "Trustee" foreclosure sales, and so forth.
4. Provide foreclosure counsel with "subsequent year" delinquency information consisting of any installments/years that become delinquent on parcels already in foreclosure.
5. Generally, respond to inquiries from RDUSD staff and foreclosure counsel regarding the status of a foreclosure action and other relevant information.

Continuing Disclosure

The following outlines the steps required to provide annual disclosure services per the request of RDUSD.

1. Review pertinent documents and data related to debt issuance.
2. Collect requisite information from trustee, fiscal agent, state and county agencies, and others, as applicable.
3. Prepare a draft Annual Financial Information Statement for RDUSD's review.
4. Finalize and disseminate disclosure reports to EMMA, the Willdan website, the appropriate State Information Repository, and other parties as required.
5. Prepare, upon notification by RDUSD and/or if Willdan becomes aware of such an occurrence, Notices of Occurrence of Listed Events.

GIS Parcel Audit and Map Preparation

The key to a successful levy process involves attention to detail and follow-up. By simply calculating the assessment/special tax, applying it to Assessor Parcel Numbers (APNs) identified as valid parcels, then submitting those assessments to the County, lost revenue owing to parcel changes will likely result. To ensure RDUSD is capturing the total revenue available, apart from conducting a cursory audit of the prior year's data and taxes/assessments, Willdan will also conduct a GIS Audit at no charge. The audit will include a full review and reconciliation of APNs in CFD No. 01 with a report outlining the discrepancies per district.

In order to complete this audit, Willdan will complete the following:

1. Compile a listing of parcels within the district database by utilizing the RDUSD's boundary shape files. Using this information create GIS maps, to determine both visually, and electronically where data discrepancies occur against the existing district parcel databases.
2. Prepare a report/technical memorandum outlining discrepancies, if any.
3. Provide RDUSD access to Willdan-created GIS files to import into the RDUSD GIS database system.

River Delta Unified School District acknowledges that WFS is relying upon the accuracy of the information provided by the District or their designees and that WFS shall not be liable for any inaccuracies contained therein.

Exhibit B

FEES FOR SERVICES

CFD Annual Administration

The annual fees reflect application of the corresponding scope of services identified in Exhibit A. The fees are based on the time estimated that will be spent on average each year for the administration of the CFD. All costs associated with annual administration are fully recoverable either through the special tax levy or through payment by requestor for special services. These fees and rates are subject to increase, which will not exceed the most recent annual change in the Consumer Price Index (CPI) within the applicable areas, as calculated by the United States Department of Labor. As the work progresses, these fees will be invoiced monthly on a percentage of project completion.

CFD Annual Administration	
District	Annual Fee
CFD No. 1	\$ 5,100
Total Annual Admin Fee	\$ 5,100

CFD Payoff Quote

The fee for this service is \$500 per calculation, to be paid by the requestor.

Continuing Disclosure

The fee to provide continuing disclosure services per district/bond issuance will be \$1,250 per report.

Delinquency Management Services

As the service is rendered, the following fees will be invoiced to RDUSD. They are ultimately paid by, or on behalf of, the delinquent property owners.

Delinquency Management Services	Fees
Fees Ultimately Reimbursed to Agency by Property Owner	
<i>Delinquency Reminder Letter</i>	\$ 15
<i>Delinquency Demand Letter</i>	45
<i>Foreclosure Letter</i>	65
<i>Effect Removal from Tax Roll & Record Subsequent Notice of Satisfaction</i>	125
<i>Payment Plan</i>	200
<i>Subsequent Foreclosure Services</i>	150
Fees Paid Directly to Willdan by Requestor	
<i>Delinquency Demand Payoff ⁽¹⁾</i>	\$ 50
<i>Zero Demand ⁽¹⁾</i>	50

⁽¹⁾ This fee is waived for the property owner (except for escrow purposes). This fee complies with Section 8833 of the California Streets and Highways Code and/or Section 53356.2 of the California Government Code, which requires recording of a Notice of Intent to Remove Delinquent Special Assessments and/or Special Taxes from the County tax roll. It DOES NOT include the County tax roll removal charge, or similar fee, if any.

Exhibit B

Reimbursable Expenses

Willdan Financial Services will be reimbursed for out-of-pocket expenses. Examples of reimbursable expenses include, but are not limited to:

- Postage,
- Travel expenses,
- Mileage (current federal prevailing rate),
- Maps,
- Electronic data provided from the county and/or other applicable resources,
- Construction cost periodicals, and
- Copying (currently 6¢ per copy).

Any additional expense for reports or from outside services will be billed to the District. Charges for meeting and consulting with counsel, the District, or other parties regarding services not listed in the scope of work above will be at our then-current hourly rates (see "Hourly Rates" section).

In the event that a third party requests any documents, WFS may charge such third party for providing said documents in accordance with WFS' applicable rate schedule.

RDUSD shall reimburse Consultant for any costs Consultant incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to RDUSD or relating to the Project. Reimbursement shall be at Consultant's rates in effect at the time of such response.

Hourly Rates

Additional authorized services will be billed at WFS' then-current hourly consulting rates. Our current hourly rates are presented below.

Willdan Financial Services	
Position	Hourly Rate
Group Manager	\$ 210
Principal Consultant	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Analyst Assistant	75
Property Owner Services Representative	55
Support Staff	50