

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:

March 10, 2020

Walnut Grove Elementary School • 14181 Grove Street, Walnut Grove, 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 Stone ____; Member Elliott ____; Member Casillas ____; Member Mahoney ____
 - 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 item listed until it is brought up for discussion.** To address the Board, please complete a Speaker Card and hand it to the Recording Secretary, 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 listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed two minutes to address the Board on any non-agendized item. The Board may limit the total time for public input on each agenda or non-agenda item to 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)
 - 9.1.2.1 City and District 2x2 Committee
 - 9.1.2.2 Special Olympics Committee
 - 9.1.2.3 Facilities Steering Committee
 - 9.1.2.4 LCAP Collaborative Work Groups

9.1.3 Superintendent Wright'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; Ken Gaston, Directors of MOT

9.2.1 ADA/Enrollment Report – Elizabeth Keema-Aston, Chief Business Officer

9.2.2 Monthly Financial Report – Elizabeth Keema-Aston, Chief Business Officer

9.2.2.1 D.H. White Modular Classroom Construction Project Update – Elizabeth Keema-Aston, Chief Business Officer

9.2.3 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT

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

9.3.1 Educational Services Update – Nicole Latimer, Director of Educational Services

9.3.2 After School Program Presentation – Lucia Becerra, After School Coordinator

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, February 18, 2020

10.2 Receive and Approve Monthly Personnel Reports

As of March 10, 2020

10.3 District's Monthly Expenditure Report

February 2020

10.4 Request to declare the River Delta Unified School District school buses that are non-operational as surplus and deem their value as zero – Ken Gaston, Director of MOT

10.5 Request to approve the Professional Expert Agreement with Amy Bettencourt to provide Special Education consulting services, at a cost not to exceed \$5,000 from Special Education Funding – Nicole Latimer, Director of Educational Services and Special Education

10.6 Request to declare Rio Vista High School miscellaneous weight room equipment as surplus and deem their value as zero – Victoria Turk, Principal

10.7 Donations

Bates Elementary School – College T-shirts and School Supplies

Members of the Courtland Town Association - \$1000

Rio Vista High School – In memory of Jerry Rubier

James Pezzaglia / Karen Comstock

Patricia Lucke

Ronald Lau

Dave, Ann and Susan Jeffary

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

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

11. Request to approve the second and final reading of the updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions as of December 2019 – Katherine Wright, Superintendent

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

12. Request to approve Resolution #780 endorsing the Schools and Communities First Initiative – Bill Hodges, RDUTA President

Motioned: _____ Second: _____

Roll Call Vote: Member Fernandez ____; Member Olson ____; Member Riley ____; Member Stone ____; Member Elliott ____; Member Casillas ____; Member Mahoney ____; Vote: _____

13. Request to approve the Second Interim Financial Report for 2019-2020 – Elizabeth Keema-Aston, Chief Business Officer

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

14. Request to approve Res. #781 of the governing board authorizing the borrowing of funds for fiscal year 2020-2021 and the issuance and sale of one or more series of 2020-2021 Tax and Revenue Anticipation Notes (TRAN) therefor participation in the California school cash reserve program and requesting the board of supervisors of the county to issue and sell said series of notes – Elizabeth Keema-Aston, Chief Business Officer

Motioned: _____ Second: _____

Roll Call Vote: Member Fernandez ___; Member Olson ___; Member Riley ___; Member Stone ___; Member Elliott ___; Member Casillas ___; Member Mahoney ___; Vote: _____

15. Request the Board to take whatever action they deem necessary to respond to the California School Boards Association (CSBA) Delegate Assembly Elections: Official 2020 Delegate Assembly Ballot for Sub-Region 6-B (Postmarked by March 16, 2020; results to be released by April 1, 2020) – Katherine Wright, Superintendent

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

16. Requesting the Board to authorize Katherine Wright or Elizabeth Keema-Aston to approve the Contract with Frontier Communications Corporation for Ethernet Services to meet the needs of the District; contingent on Y23 E-Rate Award - Elizabeth Keema-Aston, Chief Business Officer

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

17. Request to approve Resolution #782 approving field trips for the Student Host Program in support of Farm Connection Day on May 1, 2020 in Yolo County – Katherine Wright, Superintendent

Motioned: _____ Second: _____

Roll Call Vote: Member Fernandez ___; Member Olson ___; Member Riley ___; Member Stone ___; Member Elliott ___; Member Casillas ___; Member Mahoney ___; Vote: _____

18. Request to approve Resolution #783 to establish Inter-Fund Transfers of Special or Restricted Monies for FY 2019-2020 – Elizabeth Keema-Aston, Chief Business Officer

Motioned: _____ Second: _____

Roll Call Vote: Member Fernandez ___; Member Olson ___; Member Riley ___; Member Stone ___; Member Elliott ___; Member Casillas ___; Member Mahoney ___; Vote: _____

19. Request to approve a three-year agreement with Crowe, LLP an independent auditor, to perform and report annually on the District’s financials - Elizabeth Keema-Aston, Chief Business Officer

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

20. Request to approve the Contract with CAS Inspections Inc. Inspection Service for the two modular classroom construction at D.H. White Elementary School, with a cost of \$44,000 from Fund 25 Developer Fees - Elizabeth Keema-Aston, Chief Business Officer

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

21. Request to approve the Contract with Wallace Kuhl & Associates to provide testing and inspection services for the two modular classroom construction at D.H. White Elementary School, with a cost of \$8,190 from Fund 25 Developer Fees – Elizabeth Keema-Aston, Chief Business Officer

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

22. Request to authorize Katherine Wright, Superintendent and Elizabeth Keema-Aston, Chief Business Officer to apply for E-rate Funding for the District’s WAN and/or Internet Services for FY 2020-21 (Y23) – Elizabeth Keema-Aston, Chief Business Officer

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

23. Request to authorize Katherine Wright, Superintendent or Elizabeth Keema-Aston, Chief Business Officer to enter into an agreement with a vendor for FY 20-21 (Y23) E-rate Funding for Category 2 to purchase a new core switch, site switches and all related components - Elizabeth Keema-Aston, Chief Business Officer

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

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

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

26. Adjournment

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

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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, District administrative offices and that the Board of Trustees Members, school sites, and the community libraries were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, March 6, 2020, by or before 5:30 p.m.

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

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:

March 10, 2020
Walnut Grove Elementary School • 14181 Grove Street, Walnut Grove, 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 March 10, 2020, at the Walnut Grove Elementary School, Walnut Grove, 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 (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP; Burke, Williams & Sorensen, 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

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: _____

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X_____

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 9.2.1

Type of item: (Action, Consent Action or Information Only): Information Only

SUBJECT: Monthly Enrollment and ADA Report (**FEBRUARY MONTH 7**)

BACKGROUND: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment an ADA for 2018-2019 and 2019-2020. 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*** compared to the same month last year, ***decreasing from 1,946 to 1,937***. (Does not include Adult Ed)

District-wide enrollment ***did not increase or decrease*** compared to **last month (January)**, ***staying the same at 1,937***. (Does not include Adult Ed)

District-wide attendance ***decreased by 21 ADA*** compared to **last month (January)**, ***decreasing from 1,827 to 1,806*** (Does not include Adult Ed)

PRESENTER:
Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

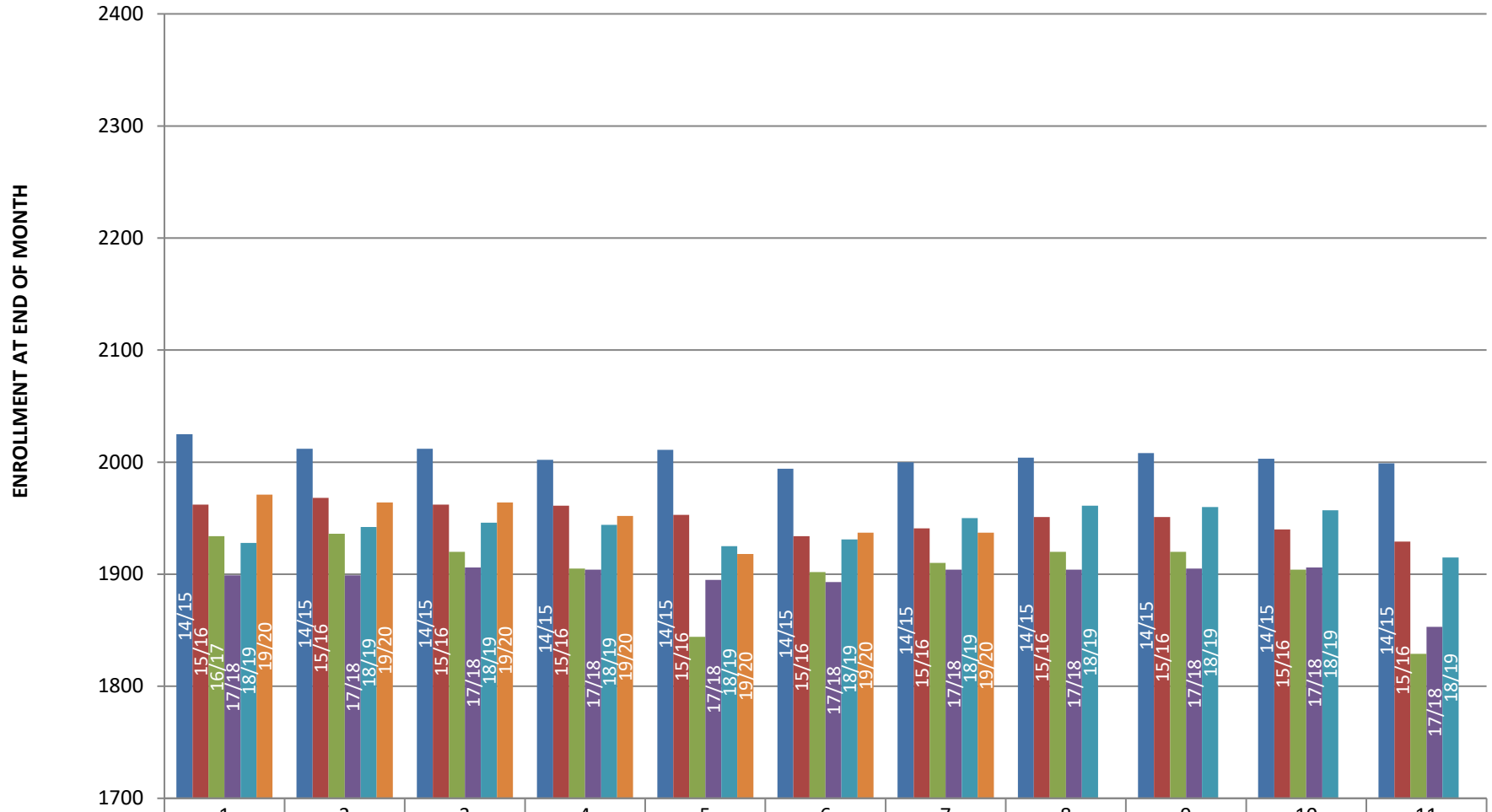
That the board receives the information presented.

Time allocated: 3 minutes

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	FEB	FEB
		18-19	19-20			18-19	19-20			18-19	19-20			18-19	19-20			18-19	19-20			18-19	19-20			18-19	19-20
BATES	ENR	118	118			121	123	5		122	123	0		127	123	0		127	111	-12		125	121	10		122	121
	ADA	116	116	98.3%		117	121		98.4%	117	120		97.6%	121	120		97.6%	120	117		105.4%	120	114		94.2%	120	117
CLARKSBURG (7th & 8th Gr)	ENR	193	176			195	177	1		191	177	0		192	178	1		192	177	-1		191	177	0		188	172
	ADA	188	170	96.6%		188	172		97.2%	188	172		97.2%	182	169		94.9%	184	167		94.4%	184	168		94.9%	183	166
ISLETON	ENR	162	155			158	158	3		158	156	-2		158	153	-3		150	149	-4		159	155	6		157	154
	ADA	155	150	96.8%		153	150		94.9%	152	151		96.8%	151	146		95.4%	151	143		96.0%	152	147		94.8%	151	147
RIVERVIEW	ENR	234	256			233	253	-3		236	253	0		235	253	0		229	250	-3		229	253	3		233	252
	ADA	222	246	96.1%		222	244		96.4%	226	242		95.7%	224	243		96.0%	217	235		94.0%	220	242		95.7%	222	233
WALNUT GROVE	ENR	165	176			168	172	-4		168	174	2		166	176	2		167	176	0		173	176	0		176	176
	ADA	158	167	94.9%		160	167		97.1%	163	166		95.4%	161	167		94.9%	156	158		89.8%	161	166		94.3%	167	168
D.H. WHITE	ENR	333	350			346	346	-4		350	345	-1		350	337	-8		333	337	0		341	345	8		350	352
	ADA	319	330	94.3%		327	330		95.4%	332	328		95.1%	335	327		97.0%	327	321		95.3%	331	331		95.9%	325	318
ELEMENTARY SUB TOTAL	ENR	1,205	1,231			1,221	1,229	-2		1,225	1,228	-1		1,228	1,220	-8		1,198	1,200	-20		1,218	1,227	27		1,226	1,227
	ADA	1,158	1,179			1,167	1,184			1,178	1,179			1,174	1,172			1,155	1,141			1,168	1,168			1,168	1,149
CLARKSBURG (9th Grade)	ENR	83	96			83	95	-1		84	94	-1		83	94	0		82	96	2		83	94	-2		83	92
	ADA	81	94	97.9%		80	92		96.8%	79	92		97.9%	78	90		95.7%	79	89		92.7%	82	87		92.6%	79	89
DELTA HIGH	ENR	191	209			191	207	-2		192	207	0		190	206	-1		190	205	-1		184	205	0		191	200
	ADA	183	205	98.1%		184	200		96.6%	183	198		95.7%	183	193		93.7%	179	194		94.6%	171	188		91.7%	182	191
RIO VISTA HIGH	ENR	414	409			412	402	-7		407	405	3		407	396	-9		391	379	-17		410	388	9		413	393
	ADA	398	392	95.8%		395	381		94.8%	393	383		94.6%	391	375		94.7%	391	368		97.1%	402	366		94.3%	390	357
HIGH SCHOOL SUB TOTAL	ENR	688	714			686	704	-10		683	706	2		680	696	-10		663	680	-16		677	687	7		687	685
	ADA	662	691			659	673			655	673			652	658			649	651			655	641			651	637
Mokelumne High (Continuation)	ENR	14	17			14	18	1		14	15	-3		12	16	1		12	16	0		11	10	-6		11	7
	ADA	11	12			12	13			11	11			11	9			9	10			7	7			8	5
River Delta High/Elem (Alternative)	ENR	18	7			18	9	2		21	11	2		20	15	4		15	16	1		17	10	-6		17	15
	ADA	16	8			16	8			16	10			18	11			18	15			14	10			14	14
Community Day	ENR	3	2			3	4	2		3	4	0		3	5	1		5	6	1		5	3	-3		5	3
	ADA	3	2			3	2			3	3			4	3			3	3			4	1			4	1
TOTAL K-12 LCFF Funded	ENR	1,928	1,971			1,942	1,964	-7		1,946	1,964	0		1,943	1,952	-12		1,893	1,918	-34		1,928	1,937	19		1,946	1,937
	ADA	1,850	1,892			1,857	1,880			1,863	1,876			1,859	1,853			1,834	1,820			1,848	1,827			1,845	1,806
Wind River- Adult Ed	ENR	0	0			30	6	6		27	9	3		39	11	2		42	11	0		45	0	-11		48	27
TOTAL DISTRICT	ENR	1,928	1,971			1,972	1,970	-1		1,973	1,973	3		1,982	1,963	-10		1,935	1,929	-34		1,973	1,937	8		1,994	1,964

SITE		Incr/Decr	
		From Pr Month	% of ADA
BATES	ENR	0	
	ADA		96.7%
CLARKSBURG	ENR	-5	
<i>(7th & 8th Gr)</i>	ADA		96.5%
ISLETON	ENR	-1	
	ADA		95.5%
RIVERVIEW	ENR	-1	
	ADA		92.5%
WALNUT GROVE	ENR	0	
	ADA		95.5%
D.H. WHITE	ENR	7	
	ADA		90.3%
ELEMENTARY	ENR	0	
<i>SUB TOTAL</i>	ADA		
CLARKSBURG	ENR	-2	
<i>(9th Grade)</i>	ADA		96.7%
DELTA HIGH	ENR	-5	
	ADA		95.5%
RIO VISTA HIGH	ENR	5	
	ADA		90.8%
HIGH SCHOOL	ENR	-2	
<i>SUB TOTAL</i>	ADA		
Mokelumne High	ENR	-3	
(Continuation)	ADA		
River Delta High/Elem	ENR	5	
(Alternative)	ADA		
Community Day	ENR	0	
	ADA		
TOTAL K-12	ENR	0	
<i>LCFF Funded</i>	ADA		
Wind River- Adult Ed	ENR	27	
TOTAL DISTRICT	ENR	27	

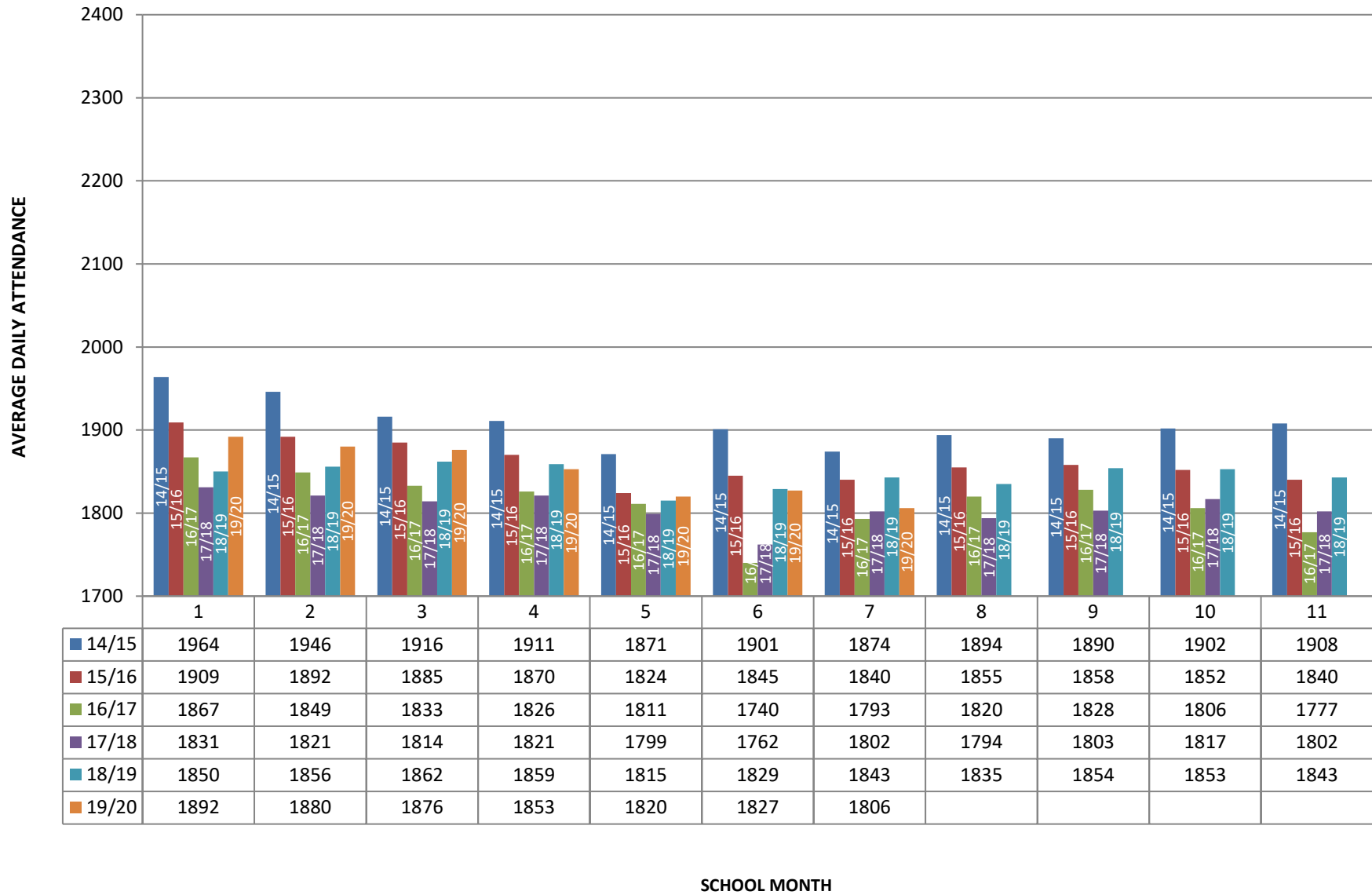
ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
14/15	2025	2012	2012	2002	2011	1994	2000	2004	2008	2003	1999
15/16	1962	1968	1962	1961	1953	1934	1941	1951	1951	1940	1929
16/17	1934	1936	1920	1905	1844	1902	1910	1920	1920	1904	1829
17/18	1899	1899	1906	1904	1895	1893	1904	1904	1905	1906	1853
18/19	1928	1942	1946	1944	1925	1931	1950	1961	1960	1957	1915
19/20	1971	1964	1964	1952	1918	1937	1937				

SCHOOL MONTH

ACTUAL ATTENDANCE



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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Elizabeth Keema-Aston

Item Number: 9.2.2

Type of item: (Action, Consent Action or Information Only): Information Only

SUBJECT:

Monthly Financial Report

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 AND FUNDING SOURCES: NOT APPLICABLE

RECOMMENDATION:

That the Board receives the Monthly Financial report as submitted

Time allocated: 3 minutes

River Delta Unified School District
 2019-20 Working Budget vs. Actuals Report
 February 29, 2020

Working Budget						Actuals thru: 2/29/2020					
	Beginning Balance (A)	Net Income/ Contributions in (B)	Expense/ Contributions out (C)	Ending Balance (D)	YTD Income (E)	YTD Paid to Delta Charter (F)	YTD Net Revenue (G)	Percentage Received (H)	YTD Expense (I)	Percentage Spent (J)	
								(G/B=H)		(I/C=J)	
General Fund: (01)											
Unrestricted	5,684,341	16,821,155	17,718,235	4,787,261	13,071,124	1,199,330	11,871,794	70.58%	11,343,103	64.02%	
Restricted	955,689	7,845,150	8,475,395	325,444	1,423,424		1,423,424	18.14%	4,021,495	47.45%	
Combined	6,640,030	24,666,305	26,193,630	5,112,705	14,494,548	1,199,330	13,295,218	53.90%	15,364,598	58.66%	
2019-20 TRAN's \$500,000											
Other Funds											
Adult Ed. (11)	58,321	106,956	118,277	47,000	47,714		47,714	44.61%	61,294	51.82%	
Child Development (12)	5,996	302,381	308,377	-	150,460		150,460	49.76%	153,373	49.74%	
Cafeteria (13)	60,295	1,053,172	1,087,422	26,045	515,248		515,248	48.92%	541,133	49.76%	
Sp. Res-Other than Cap. Outlay (17)	70,659	700	-	71,359	367		367	52.43%	-	0.00%	
Bond Fund (21)	274,451	38,600	251,493	61,558	17,924		17,924	46.43%	244,717	97.31%	
Bond Fund- SFID #1 South (22)	-	-	-	-	-		-	0.00%	-	0.00%	
Bond Fund - SFID #2 North (23)	-	-	-	-	-		-	0.00%	-	0.00%	
Developer Fees (25)	1,324,219	463,180	520,918	1,266,481	178,642		178,642	38.57%	243,350	46.72%	
County School Facilities (35)	3,305	18	-	3,323	17		17	94.44%	-	0.00%	
Capital Projects (49)	3,309	128,905	8,334	123,880	60,265		60,265	46.75%	6,268	75.21%	

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Elizabeth Keema-Aston

Item Number: 9.2.2.1

Type of item: (Action, Consent Action or Information Only): Information Only

SUBJECT:

Monthly Board update on the two modular classroom construction project at DH White Elementary

BACKGROUND:

Due to development and growth in the Rio Vista area the Board has approve the reconfiguration of DH White Elementary School site from a K-5 site to a K-6 site beginning in school year 2020-21. To accommodate the 6th grade classes at DH White the district is constructing two modular classrooms.

STATUS:

Each month the Chief Business Officer prepares a monthly summary of the ongoing project, showing the original budget, vendor contracts, change orders, expenses to date and the remaining funds.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board receives the monthly project summary report.

Time allocated: 3 minutes

River Delta Unified School District
TRACK AT A GLANCE

Modular Buildings at D. H. White Elementary School

February 9, 2020

Description: New Modular Classrooms
Buildings: 2
Square Feet: 1,920

	Preliminary Estimate Budget A-G	\$ 794,254.00
2/1/2020	Change order #1	\$ 26,534.22 \$ 820,788.22

A. SITE	Preliminary	Change Order	Encumbered	Actual	Difference
1 SITE ACQUISITION/APPRaisal/TITLE	\$ 0				-
2 SURVEY	\$ 0				-
3 SITE SUPPORT - BOND FEES	\$ 0				-
4 LEGAL FEES - <i>Allowances</i>	\$ 3,500				3,500.00
5 OTHER (EIR/Negative Declaration)	\$ 0				-
6 OTHER	\$ 0				-
SITE SUBTOTAL	\$ 3,500	-	-	-	3,500.00
B. PLANS					
1 ARCHITECT'S FEE FOR PLANS	\$ 21,800		21,800.00		-
2 DSA PLAN CHECK FEE - SSS/FLS	\$ 8,530				8,530.00
3 DSA HOURLY FEES ALLOWANCE	\$ 0				-
4 HEALTH DEPARTMENT	\$ 0				-
5 ENERGY ANALYSIS FEES	\$ 0				-
6 DEPARTMENT OF EDUCATION - <i>PLAN CHECK FEE</i>	\$ 0				-
7 PRELIMINARY TESTS	\$				-
A. SOILS	\$ 15,000				15,000.00
B. OPSC & YRE CONSULTANTS	\$ 0				-
C. BIDDING AND ADVERTISING	\$ 2,500				2,500.00
D. ENGINEERING/CONSULTING	\$ 0				-
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ 0				-
8 ADMINISTRATIVE COSTS	\$ 0				-
PLANS SUBTOTAL	\$ 47,830	-	21,800.00	-	26,030.00
C. CONSTRUCTION					
1 A. UTILITY SERVICE FEES	\$ 0				-
B. UTILITY SERVICE IMPROVEMENTS	\$ 0				-
2 OFF-SITE DEVELOPMENT	\$ 0				-
3 SERVICE SITE DEVELOPMENT	\$ 0				-
4 GENERAL SERVICE SITE DEVELOPMENT	\$ 188,658				188,658.00
5 MODERNIZATION	\$ 0				-
6 DEMOLITION / INTERIM HOUSING*	\$ 0				-
7 NEW CONSTRUCTION	\$ 356,048	26,534.22	166,927.32		215,654.90
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ 0				-
B. SPECIAL ACCESS COMPLIANCE	\$ 0				-
C. TECHNOLOGY ALLOWANCE	\$ 0				-
9 ENVIRONMENTAL ABATEMENT	\$ 0				-
10 AIR MONITOR CLEARANCE	\$ 0				-
11 PROJECT MANAGEMENT	\$ 79,000		79,000.00		-
12 OTHER (ITEMIZE)	\$				-
A. Labor Compliance	\$ 0				-
B. MOVING/STORAGE (<i>District Expense</i>)	\$ 0				-
C. UNDERGROUND UTILITY SEARCH	\$ 0				-
CONSTRUCTION SUBTOTAL	\$ 623,706	26,534.22	245,927.32	-	404,312.90
D. TESTS (CONSTRUCTION LAB)	\$ 5,447				5,447.00
E. INSPECTION (IOR)	\$ 31,800				31,800.00
F. FURNITURE AND EQUIPMENT	\$ 27,500				27,500.00
G. CONTINGENCIES	\$ 54,471				54,471.00
TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)	\$ 794,254	26,534.22	267,727.32	-	553,060.90

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.3

Type of item: (Action, Consent Action or Information Only): Information Only

SUBJECT:

Monthly MOT Information Report

BACKGROUND:

To provide a monthly update on the activities of the Maintenance, Operations & Transportation Departments. The only projects included in this report are those over \$100.

STATUS:

See attached monthly report for the period of March 2019

PRESENTER:

Ken Gaston

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receives this information

Time allocated: 5 minutes

Maintenance, Operations & Transportation
Monthly Report for Board Meeting
March 10, 2020

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:

- **Bates Elementary**
 - Replaced broken tiles in the cafeteria. - \$125

- **Clarksburg Middle School**
 - Installed new motor and blower on heating system in staffroom. -\$460

- **Delta High School**
 - Checked Sprinkler system. Added more time and days to clock. Flushed sprinkler line and adjusted sprinklers. - \$325
 - Repaired fence at the school AG Barn. - \$250

- **District Office**
 - Replaced ballast and light bulbs in annex building. - \$215

- **Rio Vista High School**
 - Rewired and installed new lights outside the school. - \$195
 - Installed new sink faucet and hooked up hot water. - \$190
 - Installed new lock with interchangeable core in lock in the staff male restroom. - \$414
 - Pressure washed Bldg. F and Bldg. E walls, sidewalk and the theater foyer. - \$300
 - Prepared school for WASC Accreditation. - \$2,950
 - Replaced seat covers for 8 chairs in the library. - \$200

- **Riverview Middle School**
 - Installed water filtration. - \$447.50
 - Reattached a light fixture in the library. - \$250

- **Walnut Grove Elementary School**
 - Replaced door closer in the cafeteria. - \$125.23

- **Transportation Dept.**
 - Build steps for fuel pump at Courtland Garage. - \$225
 - Patched potholes. - \$106.34

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: _____

From: Lucia Becerra, Beyond the Bell Program Coordinator

Item Number: 9.3.2

Type of item: (Action, Consent Action or Information Only): Information

SUBJECT:

Beyond the Bell After School Program Presentation on quality standards for expanded learning programs

BACKGROUND:

STATUS:

PRESENTER:

Lucia Becerra, Beyond the Bell Program Coordinator

Mallory Brown, Bates Elementary Coordinator

Stephanie Carvalho, Isleton Elementary Coordinator

Joana Arreola, Walnut Grove Elementary Coordinator

OTHER PEOPLE WHO MIGHT BE PRESENT:

Principals

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receive this information

Time allocated: 10 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 10.1

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the Minutes from the regular meeting of the Board of Trustees on February 18, 2020

BACKGROUND:

Attached are the Minutes from the Board of Trustee's meetings held on February 18, 2020.

STATUS:

The Board is to review for approval

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

None

RECOMMENDATION:

That the Board approves the Minutes as submitted.

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

MINUTES

REGULAR MEETING
February 18, 2020

1. **Call Open Session to Order** – Board President Fernandez called the Open Session of the meeting of the Board of Trustees to order at 5:31 p.m. on February 18, 2020 at Isleton Elementary School, Isleton, California.

2. **Roll Call of Members:**

Alicia Fernandez, President
Don Olson, Vice President
Marilyn Riley, Clerk
Jennifer Stone, Member
Chris Elliott, Member (Absent)
Rafaela Casillas, Member
Dan Mahoney, Member

Also present: Katherine Wright, 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*

4. **Board President Fernandez asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 5:35 pm**

Member Mahoney moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)

5. **Open Session was reconvened at 6:49 pm**

- 5.1 Roll was retaken. Member Elliott was absent. All other members were present.
Also present: Katherine Wright, Superintendent; Elizabeth Keema-Aston, Chief Business Officer and Jennifer Gaston, Recorder.
- 5.2 Pledge of Allegiance was led by Delta High School's Future Farmers of America Students, Mary Carli, Ibeth Martinez, Yamileth Martinez, Hannah Souza, Saul Torres, Trevor Rice, Daisy Morais and Reagan Cox
- 5.3 Delta High School's Future Farmers of America (FFA) Presentation – Shanan Spears, an Agriculture Teacher at Delta High School, introduced herself and the FFA students of Delta High and Clarksburg Middle Schools. The word "Tomorrow" chosen for the presentation was based upon the phrase Promise of Tomorrow. Mary Carli, FFA President, thanked the Board and began the presentation by introducing ninth grade student, Ibeth Martinez, who recited the FFA Creed. The Creed was written by E.M. Tiffany in 1933. Each student's speech was created using a word beginning with a letter in TOMORROW.

6. **Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1)**

Board President Fernandez reported that during Closed Session, the Board received information and took the following actions. The Board adopted Resolution #777 for release and non-re-elect of certificated employees hired under temporary contracts for the 2019-2020 school year.

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

The Board adopted Resolution #778 non-re-employment for the 2020-2021 school year for Probationary 0, I & II Certificated Staff.

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

7. Review and Approve the Open Session Agenda

Member Fernandez announced that there was a request from Superintendent Wright to add an agenda item to this evening's agenda. "Request the Board to motion and vote on Student Expulsion Case #1920-340-002 - Katherine Wright, Superintendent", rationale is that the Board must vote in Open Session on student expulsion cases.

Member Fernandez moved to approve the agenda with the addition of item 19. Student Expulsion Case #1920-340-002, Member Stone seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)

8. Public Comment: None

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 Riley reported that she and Member Fernandez made site visits to Bates Elementary School and the YMCA Preschool in Courtland. They were very impressed by the preschool. Later in the day, they made a site visit to D.H. White Elementary School in Rio Vista and ventured out to the new development to see the single-family and age-restricted homes at Liberty.

Member Mahoney attended an introductory meeting with the Sheriff's Department and Rio Vision. The new Chief of Police, Lieutenant Jackson Harris, was introduced. During the meeting, it was announced that a new School Resource Officer began service in Rio Vista the prior week. Member Mahoney stayed after the meeting and spoke with several members of the City stressing his concern on the lack of funding the school district is receiving from the development projects. In particular, the planned low-income housing project.

Member Fernandez reported that she and Superintendent Wright attend the Sacramento County School Boards Association Dinner Meeting that was held at the Sacramento County Office of Education. The meeting was focused on Special Education. Member Fernandez also reported that she, Member Stone and Member Riley served on an interview panel for a public opinion research company.

9.1.2 Committee Report(s):

9.1.2.1 City and District 2x2 Committee – Member Mahoney reported that he and Superintendent Wright were scheduled to attend a 2 X 2 meeting with the City. While Member Mahoney and Superintendent Wright were waiting for the meeting to start at City Hall, City Manager, Rob Hickey, walked by and had realized that he had forgotten about the scheduled meeting. Mr. Hickey agreed to answer questions from Member Mahoney and Superintendent Wright. During the prompt to meeting Member Mahoney asked Mr. Hickey about the 53-acre parcel on the corner of Church and Airport Road that was previously set aside for a school site. Mr. Hickey informed them that the piece of land is now tabled for a low-income housing project. This project is to meet a low-income housing requirement set by Governor Newsom. This project will not generate funding for schools. Member Mahoney stated that during the meeting it was of his opinion that Superintendent Wright is a valuable asset to the District. She stood her ground and focused on the best interests of the District and its students.

9.1.2.2 Special Olympics Committee – Member Stone reported that the committee has had several planning meetings for the Special Olympics Event. During the last meeting, Mr. Gaston was in attendance and walked the field with the committee members creating the layout for the event. Member Stone mentioned that it will take a lot of work but will be worth it in the end. She encouraged everyone who can attend the Special Olympics Event to do so. She hopes there will be a lot of student and parent participation. Member Fernandez announced that the event will be held on May 15th at Walnut Grove Elementary School.

9.1.2.3 Facilities Steering Committee – Member Fernandez noted that she, Member Mahoney, Member Stone and Superintendent Wright are the members of the Facilities Steering Committee. She referred to Superintendent Wright, who reported that the committee was developed to gain an understanding of what properties have sold for development, who purchased the properties, and who the developers are and whether the properties are designated for market rate or age-restricted homes. The committee will also develop a Facilities Master Plan for the District. There is a 1,200 home development scheduled to be built in Rio Vista. There are no funds or land set aside for a school site or an offer to build a school from the developers. In addition, there is another 850-home development planned. Mrs. Wright noted that all of these developer agreements are from years past. Mrs. Wright commented that she is grateful for Lamont Thompson, who has been contracted by the City. He has been an important partner in filling in the missing pieces of the who, what and where of the development chart. Superintendent Wright has asked the City to be allowed to sit in the negotiation meetings with the developers as an observer to obtain the understanding of how the developments will impact the District. They will be starting negotiations soon for the low-income housing project. Superintendent reported that City Council Member, Rick Dolk, has attended the Steering Committee meetings and has brought valuable information from the City.

9.1.2.4 LCAP Goal and Stakeholder - Member Stone reported that she has been involved with the LCAP Goal 2 group and they have made progress in the development of this goal. She feels the new LCAP Plan will be easier to read and understand.

Member Fernandez reported that she has attended the meetings for LCAP Goal 5. She noted that the group is working collaboratively with staff and community members.

Superintendent Wright reported that there are two different working groups for the LCAP. There are collaborative work groups, made up of administrators, staff members, teachers and community member that dissect the goals and make recommendations for the new three-year LCAP plan. Each group focuses on one of the five goals. In addition, there are stakeholder feedback meetings one of which was held on January 27th in Courtland and another on January 30th in Rio Vista at D.H. White Elementary School. The stakeholder feedback groups review the entire LCAP and evaluates the success of all five goals.

9.1.3 Superintendent Wright's report(s) – Superintendent Wright reported that she, Ms. Keema-Aston and Paul Delgado, the Lead Negotiator for RDUTA, attended the Governor's Budget Meeting. Some of the impactful changes of his proposal, are a decrease in COLA to 2.29% and an increase of one-time monies for different programs. Unfortunately, the funding is not on-going. The new funding formula for Special Education is very puzzling. In Governor Newsom's proposal this funding will be directly allocated to the SELPAs not the LEAs. The Governor's proposal does not provide financial relief for the increase of STRS and CalPers contributions as in the past. The District will rely on the COLA to offset the increase of these contributions.

Superintendent Wright mentioned that she also attended the County Superintendent Council Meeting along with the other Superintendents in Sacramento County. The main topic of conversation was the Governor's budget and how it will impact the districts.

Mrs. Wright also attended the Negotiation Symposium. There were many attorneys in attendance. They described the implications of the Governor's Proposed Budget. She is very thankful for the opportunity to attend these workshops, as the information is crucial to ascertain a deep level of understanding on what is going on with the proposed Governor's Budget.

Superintendent Wright reported that she, Bill Hodges, Marsha Montgomery and Elizabeth Keema-Aston attend the Labor Management Institute. They discussed, means of collaboration, and ways to involve stakeholders in decision making, and improving communication with all stakeholders.

9.1.3.1 Bond Feasibility Presentation – Matt Kolker, from Governmental Financial Strategies, Inc. gave a presentation on general obligation bonds, the current status of Bond Measures U and V for River Delta Unified School District, the development of Bond financing plans for potential Bond Measures and a schedule for submitting them for the November 2020 Election ballot.

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; Ken Gaston, Director of MOT

9.2.1 ADA/Enrollment Report – Elizabeth Keema-Aston, Chief Business Officer reported that the changes in enrollment from prior month has an increase of eight students and an increase in ADA of six. The current enrollment for the District is 1936 with an ADA of 1824, yielding 94.2%. The Estimated P2 ADA used for Second Interim is 1881.78. Estimated P2 ADA used at the First Interim was 1883.73.

9.2.2 Monthly Financial Report – Elizabeth Keema-Aston, Chief Business Officer – The financial report is reported as submitted. Ms. Keema-Aston noted that Isleton Elementary and Walnut Grove Elementary Schools has received a cafeteria equipment funding grant. An oven will be purchased for both sites.

9.2.2.1 D.H. White Modular Classroom Construction Project Update – Elizabeth Keema-Aston, Chief Business Officer, provided a spreadsheet and gave an update of the modular classroom projected at D. H. White Elementary School. Members of the Board asked for the format of the spreadsheet be revised for next month.

9.2.3 Summary of the Governor's Budget Report – Elizabeth Keema-Aston, Chief Business Officer reported the during that Governor's Budget Workshop it was proposed to reduce the COLA for next year, as well as, future years. This reduction will, in turn, reduce LCFF funding \$141,000 in FY2020-21; \$25,000 in FY2021-22 and \$77,000 in FY 2022-23. It was also reported that the California Price Index (CPI) will be increasing by 3.09% meaning the District will have less buying power. The Governor is addressing the teacher shortage by proposing over \$900 million for credentialing incentives.

9.2.4 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT reported that during the last month his team has been working on fixing heaters or freezers, as well as, normal monthly routine maintenance projects.

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

9.3.1 Differentiated Assistance Status and CA Dashboard Update – Nicole Latimer, Director of Education Services, provided the Board with a presentation on the District's 2019 California Dashboard results. Superintendent Wright explained that, in the data shown for the district's suspension rate, each student is only counted once even if the student has multiple suspensions.

As follow up information, the Board has asked for the student drop-out figures to be presented at the March Board meeting.

Superintendent Wright clarified that Differentiated Assistance is when a District is in improvement and support mode with the county and the state. She stated that districtwide the two categories our District qualifies for Differentiated Assistance are in Special Education and for Homeless Students. She mentioned that the school sites can

qualify for assistance at different levels: CSI, TSI, ATSI or general support from the County.

All of our school sites qualify for general assistance from the District with the exception of Riverview Middle School. They qualify for ATSI which is the highest level of need. Superintendent Wright is thankful that the Board supports the change in grade level configuration at Riverview Middle School and D.H. White Elementary School. She feels this will be a great opportunity for Riverview Middle School to make some critical decisions for improvement.

9.4 River Delta Unified Teacher's Association (RDUTA) Update – Bill Hodges, RDUTA President, reported that he feels the meetings with the District are going strongly and he is looking forward in making progress in moving forward.

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

10. Consent Calendar

10.1 Approve Board Minutes

Regular Meeting of the Board, January 14, 2020

Special Meeting of the Board, February 7, 2020

10.2 Receive and Approve Monthly Personnel Reports

As of February 18, 2020

10.3 District's Monthly Expenditure Report

January 2020

10.4 Request to approve the out-of-state travel for Rio Vista High School students to travel to the Oregon Shakespeare Festival in Ashland, Oregon April 24 -26, 2020 – Vicky Turk, Principal

10.5 Request to approve the Rio Vista High School FFA fundraising activity "Metal Rose" to benefit the Ag Mechanics Class – Vicky Turk, Principal

10.6 Request approval to apply for the California Fertilizer Foundation (CFF) School Garden Program for Bates Elementary School – Maria Elena Becerra, Principal

10.7 Request to approve the D.H. White Elementary School's PTC fundraising event "Penny War" to raise funds for replacement of the playground equipment – Samy D'Amico, Interim Principal

10.8 Request to approve the Memorandum of Understanding with CommuniCare Health Center to provide sexual and reproductive health education at Delta High School and Clarksburg Middle School for the 2019-2020 school year – Nicole Latimer, Director of Education Services

10.9 Donations

Rio Vista High School – In memory of Jerry Rubier for the Radio Rio Program

Marci Coglianese

Barry Waldie

Jerry and Nadine Penick

Edythe Harlan

Jane McDaniel

Theta Theta, c/o Sue Esperson

Danny & Delinda Bowers

Member Riley moved to approve, Member Casillas seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)

Member Fernandez recognized those who made donations and thanked them for their support of our students and programs.

Action Items -- Individual speakers shall be allowed two minutes to address the Board on any agenda item. The Board may limit the total time for public input on each agenda item to 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

Regulations and Exhibits due to new legislation, mandated language and/or citation revisions as of December 2019 – Katherine Wright, Superintendent

Mrs. Karen Clark, a parent from Delta High School, expressed her concerns of the amount of homework given by some teachers. She would like to see structured guidelines in the homework policy which is fair to the student and set guidelines for administration on what is a reasonable amount of homework.

Superintendent Wright noted that while employed at WestEd, she reviewed research on the effects of homework and has given presentations on what the data revealed from this research. She has made a few revisions to the homework policy. However, she will review the Board Policy and Administrative Regulations prior to the second reading of this policies.

Member Fernandez moved to approve with the homework policy reviewed, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)

12. Request to approve a contract with Williams & Associates LLC, School Facilities Program (SFP) consultant to analyze the District's eligibility for state funding for facilities– not to exceed \$27,450 General Fund - Elizabeth Keema-Aston, Chief Business Officer

Member Mahoney moved to approve, Member Olson seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)

13. Request to approve the 2020 Districtwide Comprehensive Safety Plan – Katherine Wright, Superintendent. The Board would like to add the “Great American Shake-out” to the Emergency Plan.

Member Casillas moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)

14. Request the approval to conduct a Public Opinion Survey to determine Bond Measure(s) feasibility and to authorize Superintendent Wright to contract with a Public Opinion Survey firm– Katherine Wright, Superintendent

Member Olson moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)

15. Request to approve the contract with Parker & Covert, LLC for legal counsel services regarding Bond Measures – Katherine Wright, Superintendent

Member Stone moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)

16. Request to approve Resolution #779 the transferring of funds from Fund 17 to Fund 01 – Elizabeth Keema-Aston, Chief Business Officer

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

17. Request to approve Resolution #780 endorsing the Schools and Communities First Initiative – Bill Hodges, RDUTA President

Member Mahoney motioned to table the resolution until the March 10, 2020 Board Meeting, Member Olson seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)

18. Request to approve the contract with Datapath for Cloudpath services (3-year licensing), at a cost not to exceed \$23,511 - General Funds - Elizabeth Keema-Aston, Chief Business Officer

Member Olson moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)

19. Request the Board to motion and vote on student expulsion case #1920-340-002 - Katherine Wright, Superintendent

President Fernandez reported that during Closed Session the Board review student case# 1920-340-002. Based on the foregoing recommendation of the Administrative Student Discipline Panel, President Fernandez motioned to expel student case #1920-340-002 and approved the Pupil Rehabilitation Plan.

Member Fernandez moved to approve, Member Olson seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)

- 20. Re-Adjourn to continue Closed Session, if needed – Board President reported that re-adjourning to Closed Session was not necessary.
- 21. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Fernandez reported Closed Session was not necessary – no actions to report.
- 22. Adjournment: There being no further business before the Board, Board President Fernandez asked for a motion to adjourn.

Superintendent Wright announced that, in the past weekend, we lost a legend in the school district. The passing of Lou Camacho was unexpected, and she will be greatly missed. Lou was a teacher at Rio Vista High School from 1962-2000. She was an inspiration and very encouraging to her students. Her son, Steve Camacho, is a long-time teacher in the district and her husband, Joe, was a custodian for many years. Superintendent Wright requested that we close this meeting in memory of her.

Member Olson moved to approve, Member Casillas seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)

The meeting was adjourned at 10:07 pm

Submitted:

Approved:

Katherine Wright, Superintendent and Secretary to the Board of Trustees

Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder
End

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

445 Montezuma Street
Rio Vista, California 9457-1561

SPECIAL BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Bonnie Kauzlarich, Director of Personnel

Item Number: 10.2

Type of item: (Action, Consent Action or Information Only): _____ Consent Action _____

SUBJECT: MONTHLY PERSONNEL TRANSACTION REPORT

BACKGROUND:

STATUS:

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Monthly Personnel Transaction Report as submitted

Time allocated: 2 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 10.3

Type of item: (Action, Consent Action or Information Only): Consent

SUBJECT:

Approve Monthly Expenditure Summary

BACKGROUND:

The Staff prepares a report of expenditures for the preceding month.

STATUS:

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not Applicable

RECOMMENDATION:

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

Time allocated: 2 minutes

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Fri, Feb 28, 2020, 10:17 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014713 806 TECHNOLOGIES 5760 LEGACY DRIVE #B3-176 PLANO, TX 75024 (877) 331-6160 N	4,275.00	8386 ED SV SOFTWARE	02/25/2020	20341528 PV-200491	4,275.00	N
014992 A & A ELCTRIC PO BOX 706 ACAMPO, CA 95220 (209) 333-9306 N	9,209.92	640579 MAINT INSTALL GENERATOR 640576/640581 MAINT ELECT SERV	02/04/2020 02/11/2020	20337485 PO-200719 20338966 PV-200448	6,705.00 2,504.92	N N
003556 A-Z BUS SALES 3418 52ND STREET SACRAMENTO, CA 95823 (916) 391-1092 N	918.46	02S310683 TRANS PARTS 02S310683 TRANS PARTS 02S310683 TRANS PARTS	02/11/2020 02/11/2020 02/11/2020	20338946 PO-200163 20338946 PO-200163 20338946 PO-200163	918.46 3.20 3.20	N N N
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696 (707) 374-6317 N	737.87	1434 TRANS SUPPLIES	02/11/2020	20338947 PO-200160	737.87	N
000193 ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571 (0) - 0 N	816.01	270676 MAINT SUPPLIES 270822 RVHS SUPPLIES	02/11/2020 02/20/2020	20338961 PO-200565 20340765 PO-200124	799.04 16.97	N N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010 (800) 608-2272 N	658.50	JAN 2020 ACSA DUES FEB 2020 ACSA DUES	02/04/2020 02/25/2020	20337494 PV-200433 20341529 PV-200493	329.25 329.25	N N
012976 AGAN, CODI	38.18	WIND RIVER CONF MILEAGE	02/13/2020	20339739 TC-200173	38.18	N

1051 ROLLING GREEN DRIVE
RIO VISTA, CA 94571

() - N

RVHS AIRFARE CONF	02/18/2020	20340099	PO-200844	758.88	N
DEPOSIT HOTEL LATIMER/WRIGHT	02/18/2020	20340099	PO-200845	559.26	N
MAINT EMERG PHONES	02/18/2020	20340099	PO-200850	223.20	N
ISLE CD PLAYERS/HEADPHONES	02/18/2020	20340099	PO-200854	124.99	N
ED SV SUPPLIES	02/18/2020	20340099	PO-200862	31.59	N
RVHS SUPPLIES	02/18/2020	20340099	PO-200864	61.60	N
SP ED SUPPLIES	02/18/2020	20340099	PO-200874	31.29	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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014367 BANK OF AMERICA (Continued...)		MAINT SUPPLIES	02/18/2020	20340099 PO-200875	161.51	N
		TRANS SUPPLIES	02/18/2020	20340099 PO-200877	287.60	N
		RVHS PROJECTOR	02/18/2020	20340099 PO-200883	417.44	N
		RVHS WATER STATION	02/18/2020	20340099 PO-200885	1,135.31	N
		ED SV LATIMER AIRFARE	02/18/2020	20340099 PV-200479	112.96	N
		SONOMA ST EDU FAIR TURK/BECERR	02/20/2020	20340768 PV-200481	250.00	N
<hr/>						
012586 BAY ALARM	6,437.66	RVHS ALARM	02/06/2020	20338108 PV-200444	342.96	N
60 BERRY DRIVE		DO ALARM	02/06/2020	20338108 PV-200444	546.75	N
PACHECO, CA 94553		RVHS FIRE MONITORING	02/06/2020	20338108 PV-200444	2,037.18	N
		RVHS ALARM	02/06/2020	20338108 PV-200444	243.15	N
(209) 465-1986		RMS ALARM	02/06/2020	20338108 PV-200444	393.81	N
		BATES ALARM	02/06/2020	20338108 PV-200444	360.09	N
		DW ALARMS	02/06/2020	20338108 PV-200444	1,695.69	N
		DW ALARM	02/27/2020	20342351 PV-200498	818.03	N
<hr/>						
012147 BECERRA, LUCIA	154.72	ASP MILEAGE	02/27/2020	20342355 TC-200184	51.58	N
P.O. BOX 64		ASP MILEAGE	02/27/2020	20342355 TC-200184	51.57	N
RYDE, CA 95680		ASP MILEAGE	02/27/2020	20342355 TC-200184	51.57	N
(0) - 0						N
<hr/>						
011231 BECERRA, MARIA ELENA	466.79	BATES SUPPLIES	02/13/2020	20339697 PO-200271	363.65	N
PO BOX 98		CDS SUPPLIES	02/13/2020	20339697 PO-200278	13.60	N
COURTLAND, CA 95615		MOKE SUPPLIES	02/13/2020	20339697 PO-200278	89.54	N
(0) - 0						N
<hr/>						
002104 BEL AIR	178.40	50000034 DHS AG SUPPLIES	02/20/2020	20340772 PV-200485	89.20	N
P.O. BOX 15618		50000034 DHS AG SUPPLIES	02/20/2020	20340772 PV-200485	89.20	N
SACRAMENTO, CA 95852						
(888) 208-8930						N
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013642 BLACK POINT ENVIRONMENTAL INC	266.00	1983 PROJ #247 146 MAGNILOA	02/20/2020	20340769 PV-200482	266.00	N
930 SHILOH RD BLDG 40F						
WINDSOR, CA 95492						
(707) 837-7407						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012286 BLICK ART MATERIALS P.O. BOX 1267 GALESBURG, IL 61402-1267 (800) 447-8192	1,049.30	2866481 RMS SUPPLIES 2866481 RMS SUPPLIES	02/13/2020 02/13/2020	20339693 PO-200718 20339693 PO-200718	629.60 419.70	N N
014962 BRANNON TIRE 3730 N. WILSON WAY STOCKTON, CA 95201 (209) 466-1881	634.18	20285085 MAINT SUPPLIES 20285446/20285085 MAINT SUPPLI	02/11/2020 02/20/2020	20338949 PO-200736 20340754 PO-200736	13.20 620.98	N N
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815 (916) 923-0500	870.36	388269 CMS PRINTER SERV 386620/387553 DHS PRINTER SERV 388201 DHS SERV CONTRACTS 387617 DHS SERV CONTRACTS 389007 CMS PRINTER SERV	02/11/2020 02/11/2020 02/11/2020 02/20/2020 02/25/2020	20338950 PO-200317 20338937 PO-200322 20338950 PO-200340 20340755 PO-200340 20341511 PO-200317	160.54 124.37 136.97 223.04 225.44	N N N N N
014872 BULK BOOKSTORE 3330 NW YEON AVE #230 PORTLAND, OR 97210 (877) 650-5649	206.08	44461 F5 BOOKS 44461 F5 BOOKS 44461 F5 BOOKS	02/11/2020 02/11/2020 02/11/2020	20338938 PO-200744 20338938 PO-200744 20338938 PO-200744	206.08 16.74 16.74	N N N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333	510.31	ISLE WATER ISLE WATER ISLE WATER	02/11/2020 02/11/2020 02/11/2020	20338968 PV-200452 20338968 PV-200452 20338968 PV-200452	222.83 222.82 64.66	N N N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690 (916) 776-1544	123.00	ZWA009 ASP WATER ZBA006 BATES WATER ZM0002 MOKE WATER	02/20/2020 02/25/2020 02/25/2020	20340756 PO-200572 20341513 PO-200273 20341513 PO-200280	26.75 60.25 36.00	7 7 7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015010 CALIFORNIA DEPT OF ED ATTN: JILL SPERLING 1430 N. STREET SUITE 4202 SACRAMENTO, CA 95814	60.00	DHS AG TEACHERS CATA DHS AG TEACHERS CATA	02/06/2020 02/06/2020	20338092 PO-200893 20338092 PO-200893	30.00 30.00	N N
(0) - 0						N
013205 CALIFORNIA FFA PO BOX 460 GALT, CA 95632	13,975.00	DHS AG LEADERSHIP PACKETS DHS AG LEADERSHIP PACKETS DHS AG ADVISORS CONVENTION DHS AG ADVISORS CONVENTION DHS AG FFA CONVENTION	02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020	20338093 PO-200887 20338093 PO-200887 20338093 PO-200891 20338093 PO-200891 20338093 PO-200892	750.00 750.00 480.00 480.00 11,515.00	N N N N N
(209) 744-1600						N
002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742	140.00	MAINT WATER TESTING	02/11/2020	20338969 PV-200465	140.00	N
(800) 638-7301		N GLOBAL LABS IN				
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047	1,175.41	ISLE WASTE SERV	02/11/2020	20338970 PV-200451	1,175.41	N
(209) 369-6887						N
011734 CALIFORNIA WELDING SUPPLY CO P.O. BOX 567 817 S CENTER STREET STOCKTON, CA 95201	599.05	793306/793359 RVHS AG SUPPLIES 793306/793359 RVHS AG SUPPLIES	02/20/2020 02/20/2020	20340745 PO-200873 20340745 PO-200873	299.53 299.52	N N
(209) 466-8604						N
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615	59.80	WG MILEAGE	02/13/2020	20339729 TC-200163	59.80	N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011595 CAPITAL AUTISM SERVICES 6400 FREEPORT BLVD SACRAMENTO, CA 95822 (916) 427-2273	7,847.15	2406871/2406873/2406872 NPS	02/13/2020	20339698 PO-200530	7,847.15	N
		N ADVANCE EDUCAT				
013175 CASAS 5151 MURPHY CANYON RD STE 220 SAN DIEGO, CA 92123-4339 (0) - 0	500.00	192889 WND RIV PRECIADO REGIST	02/06/2020	20338100 PO-200866	500.00	N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513 (0) - 0	21.40	DHW SUPPLIES	02/13/2020	20339699 PO-200209	21.40	N
012862 CENTER STATE PIPE & SUPPLY DIV. OF HAJOCA CORP 520 N UNION STREET STOCKTON, CA 95205 (209) 466-0871	175.41	W98770 MAINT SUPPLIES	02/25/2020	20341512 PO-200168	175.41	N
014428 CENTRAL REGION CATA CA DEPT OF EDUCATION 1430 N STREET SUITE 4202 SACRAMENTO, CA 95814 (916) 319-0494	105.00	DHS AG CATA FFA MEETING DHS AG CATA FFA MEETING	02/25/2020 02/25/2020	20341507 PO-200935 20341507 PO-200935	52.50 52.50	N N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	2,473.93	TRANS WASTE SERV MOKE WASTE SERV WG WASTE SERV BATES WASTE SERV	02/11/2020 02/11/2020 02/11/2020 02/11/2020	20338971 PV-200453 20338971 PV-200453 20338971 PV-200453 20338971 PV-200453	132.58 79.52 908.86 1,352.97	N N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015002 CERVANTES, DANNY PO BOX 626 WALNUT GROVE, CA 95690	56.06	ISLE MILEAGE	02/13/2020	20339730 TC-200164	56.06	N
(0) - 0						N
015013 CI SOLUTIONS 3625 SERPENTINE DR LOS ALAMITOS, CA 90720	1,146.95	107260 MAINT SUPPLIES 107260 MAINT SUPPLIES	02/20/2020 02/20/2020	20340746 PO-200900 20340746 PO-200900	396.95 750.00	N N
(562) 431-2544						N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641	411.05	78099 ISLE SEWER	02/11/2020	20338951 PO-200121	411.05	N
(916) 777-7770						N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571	7,823.25	RVHS SEWER DHW SEWER RMS SEWER DO SEWER RVHS WATER DHW WATER RMS WATER DO WATER	02/13/2020 02/13/2020 02/13/2020 02/13/2020 02/13/2020 02/13/2020 02/13/2020 02/13/2020	20339717 PV-200467 20339717 PV-200467 20339717 PV-200467 20339717 PV-200467 20339717 PV-200467 20339717 PV-200467 20339717 PV-200467 20339717 PV-200467	2,125.04 314.29 148.20 63.85 2,792.15 1,167.48 1,037.86 174.38	N N N N N N N N
(0) - 0		N RIO VISTA FIRE				N
014694 CLARK, KATE 3120 SHERIDAN WAY STOCKTON, CA 95219	57.61	SP ED MILEAGE	02/13/2020	20339731 TC-200165	57.61	N
(0) - 0						N
014088 CLINE, SUZANNE 501 CALIFORNIA ST RIO VISTA, CA 94571	110.66	ISLE PRESCL SUPPLIES ISLE PRESCL SUPPLIES	02/04/2020 02/27/2020	20337513 TC-200160 20342358 TC-200187	45.53 65.13	N N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013922 COMPREHENSIV DRUG TESTING 230 COMMERCE, SUITE 100 IRVINE, CA 92602 (714) 852-5200 N	251.00	47833 TRANS DOT TESTING	02/20/2020	20340757 PO-200152	251.00	N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357 (704) 936-1722 N	1,800.22	41197 DW NETWORK 41197 DW NETWORK	02/11/2020 02/11/2020	20338972 PV-200454 20338972 PV-200454	15,104.85- 16,905.07	N N
011107 COURTLAND TRUCK WORKS 12019 HWY 160 COURTLAND, CA 95615 (916) 775-1633 N	1,192.24	9318 TRANS REPAIRS	02/11/2020	20338952 PO-200153	1,192.24	N
013867 D2 TRAILERS SALES & SERVICE PO BOX 5156 13246 W. STOCKTON BLVD GALT, CA 95632 (800) 839-9477 N	7,504.78	50623 MAINT TILT TRAILER	02/20/2020	20340747 PO-200785	7,504.78	N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139 (888) 693-2827 N	37,244.23	144701 MOKE CHROMEBOOKS 144700 BATES LAPTOPS 145124 RVHS SURFACE PROS 145247 BUS OFF APC UPS 145176 DW IT SERVICES 145176 DW IT SERVICES 145176 DW IT SERVICES 145176 DW IT SERVICES 145176 DW IT SERVICES 145176 DW IT SERVICES 145125 BUS OFF APC MOUNTING KT 144920 RMS CHROMEBOOKS 145335 RVHS CHRMBKS/CART	02/04/2020 02/04/2020 02/11/2020 02/11/2020 02/13/2020 02/13/2020 02/13/2020 02/13/2020 02/13/2020 02/13/2020 02/20/2020 02/25/2020 02/25/2020	20337486 PO-200792 20337486 PO-200795 20338939 PO-200835 20338939 PO-200849 20339700 PO-200010 20339700 PO-200010 20339700 PO-200010 20339700 PO-200010 20339700 PO-200010 20339716 PO-200010 20340748 PO-200832 20341508 PO-200780 20341508 PO-200884	2,125.69 3,642.73 2,055.73 1,358.30 114.83 114.83 10,908.85 114.83 114.83 229.66 439.39 2,550.83 13,588.56	N N N N N N N N N N N N N
013722 DE LAGE LANDEN PUBLIC FINANCE	1,798.63	66673675 WG LEASE	02/11/2020	20338953 PO-200002	175.37	N

1111 OLD EAGLE SCHOOL ROAD
WAYNE, PA 19087

(800) 736-0220

N

66717262	ED SV SAVIN LEASE	02/11/2020	20338953	PO-200077	50.00	N
66717262	ED SV SAVIN LEASE	02/11/2020	20338953	PO-200077	138.62	N
66673695	F5 LEASE	02/11/2020	20338953	PO-200236	84.86	N
66854967	BUS OFF SAVIN LEASE	02/20/2020	20340758	PO-200078	168.10	N
66841358	DO SAVIN LEASE	02/20/2020	20340758	PO-200079	637.48	N
66915664	BATES LEASE	02/20/2020	20340758	PO-200274	355.58	N
67074679	ED SV SAVIN LEASE	02/25/2020	20341514	PO-200077	50.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013722 DE LAGE LANDEN (Continued...)		67074679 ED SV SAVIN LEASE	02/25/2020	20341514 PO-200077	138.62	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335 N	165,397.00	FEBRUARY 2020 TAX IN LIEU	02/04/2020	20337495 PV-200434	165,397.00	N
013446 DEPARTMENT OF INDUSTRIAL OCCUPATIONAL SAFETY & HEALTH 2424 ARDEN WAY, SUITE 320 SACRAMENTO, CA 95825 (916) 263-2830 N STATE OF CALIF	675.00	S1711184SA MAINT	02/04/2020	20337496 PV-200435	675.00	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000 N	434.77	55E1551973 WG MAINT AGRMNT 55E1553514 BATES MAINT AGRMNT 55E1550521 ISLE MAINT AGRMNT 55E1555793 ISLE COPIER CONT 20300364 STALEDATE WARRANT	02/11/2020 02/11/2020 02/11/2020 02/25/2020 02/25/2020	20338954 PO-200003 20338954 PO-200265 20338954 PO-200295 20341515 PO-200295 20341530 PV-200492	33.28 40.99 53.17 209.47 97.86	N N N N N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328 (0) - 0 N DS WATERS OF A	89.42	5005834 DO WATER	02/11/2020	20338967 PV-200449	89.42	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 (0) - 0 N	14,928.00	259997 TRANS FUEL 260332/260667 TRANS FUEL 259532/259820/259533 TRANS FL 260098 TRANS FUEL 260318 TRANS OIL	02/11/2020 02/20/2020 02/25/2020 02/27/2020 02/27/2020	20338955 PO-200151 20340759 PO-200151 20341516 PO-200151 20342337 PO-200151 20342337 PO-200164	4,165.43 3,545.71 4,281.68 1,974.19 960.99	N N N N N
001498 EMPLOYMENT DEVELOPMENT DEPT P.O. BOX 2482 SACRAMENTO, CA 95812-2482 (916) 653-5380 N	627.20	L0743630048 SEF EXP CHARGE	02/04/2020	20337497 PV-200436	627.20	N

DO	02/18/2020	20340101	PV-200480	1,063.65	N
TRANS ALARM	02/18/2020	20340101	PV-200480	56.25	N
ISLE	02/18/2020	20340101	PV-200480	113.65	N
DHW	02/18/2020	20340101	PV-200480	94.48	N
DHW EMERG	02/18/2020	20340101	PV-200480	263.01	N
RMS	02/18/2020	20340101	PV-200480	95.09	N
ISLE	02/18/2020	20340101	PV-200480	156.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

011339 FRONTIER COMMUN (Continued...)		BATES EMERG	02/18/2020	20340101 PV-200480	260.91	N
		MAINT	02/18/2020	20340101 PV-200480	38.55	N
		CMS	02/18/2020	20340101 PV-200480	51.45	N
		RVHS	02/18/2020	20340101 PV-200480	222.89	N
		MAINT	02/18/2020	20340101 PV-200480	107.12	N
		WG	02/18/2020	20340101 PV-200480	92.72	N
		MOKE	02/18/2020	20340101 PV-200480	67.17	N
		RVHS	02/18/2020	20340101 PV-200480	174.38	N
		RMS EMERG	02/18/2020	20340101 PV-200480	260.91	N
		MAINT	02/18/2020	20340101 PV-200480	45.33	N
		CMS EMERG	02/18/2020	20340101 PV-200480	260.91	N
		WG EMERG	02/18/2020	20340101 PV-200480	252.52	N
		RVHS EMERG	02/18/2020	20340101 PV-200480	252.52	N

012058 GALT JOINT UNION ELEMENTARY ATTN: ACCT RECEIVABLE 1018 C STREET SUITE 210 GALT, CA 95632	18,470.21	190486/200286 SP ED PARA EDUCT	02/13/2020	20339701 PO-200206	18,470.21	N
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014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826	3,025.00	2443 ATTY FEES	02/20/2020	20340770 PV-200483	715.00	Y
		2443 ATTY FEES	02/20/2020	20340770 PV-200483	2,310.00	Y
(916) 706-1255						Y

003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609	8,290.90	1323434/1323436 BS OFF PROF SR	02/20/2020	20340749 PO-200709	3,832.89	N
		1323435 GEN ADVISORY 19/20	02/25/2020	20341517 PO-200930	4,458.01	N
(916) 444-5100						N

014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831	685.33	26505653 CMS LEASE	02/25/2020	20341518 PO-200316	309.95	N
		26465533 DHS LEASE	02/25/2020	20341518 PO-200339	375.38	N
(877) 311-4422						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690- (916) 776-1744	179.00	13112 MAINT SUPPLIES	02/11/2020	20338940 PO-200412	179.00	N
		N THE LYMAN GROU				
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162 (916) 640-3533	3,600.00	SP ED ASSESSMNTS 1/20	02/04/2020	20337489 PO-200064	3,600.00	Y
		Y				
010989 HAMILTON, PETER 140 EDGEWATER RIO VISTA, CA 94571 (0) - 0	92.00	RMS CONF REIMB	02/06/2020	20338111 TC-200161	92.00	N
		N				
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533	5,891.67	SP ED OCC THERAPY W/E 1/24 SP ED OCC THEAPY W/E 1/31 SP ED OCC THERAPY W/E 2/7 SP ED OCC THERAPY W/E 2/20	02/04/2020 02/06/2020 02/13/2020 02/27/2020	20337490 PO-200289 20338102 PO-200289 20339702 PO-200289 20342340 PO-200289	1,375.00 1,566.67 1,750.00 1,200.00	Y Y Y Y
		Y WAYNE STEVENSO				
013805 HEENEY, MAKAYLA 60 ELM AVE GALT, CA 95632 (0) - 0	37.72	WG SUPPLIES	02/13/2020	20339732 TC-200166	37.72	N
		N				
000472 HENRY GO MD INC P.O. BOX 338 COURTLAND, CA 95615 () -	100.00	10623 DMV EXAM	02/20/2020	20340771 PV-200484	100.00	6
		Y				
014681 HOANG, TRAM 8813 HIDDENSPRING WAY	17.25	BATES MILEAGE	02/13/2020	20339733 TC-200167	17.25	N

ELK GROVE, CA 95758

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047	93.88	MAINT SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES	02/11/2020 02/11/2020 02/11/2020	20338956 PO-200171 20338956 PO-200333 20338956 PO-200333	79.11 7.38 7.39	N N N
(0) - 0 581853319 N						
014496 IDENT-A-KID SERVICES 1780 102ND AVE NORTH STE 100 ST. PETERSBURG, FL 33716	420.00	110541 DHW LICENSE RENEWAL	02/25/2020	20341509 PO-200245	420.00	N
(800) 890-1000 N						
001917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206	4,625.96	3334634 DO COPY PAPER 3334634 DO COPY PAPER 3334634 DO COPY PAPER 3334634 DO COPY PAPER 3334634 DO COPY PAPER 3335662 ISLE PRSCL TONER 3335661/3335660/3338756 ISLE 3341993 RVHS SUPPLIES 3344775 RVHS SUPPLIES 3342852 RVHS SUPPLIES 3336677 BATES SUPPLIES	02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/20/2020 02/25/2020 02/25/2020 02/25/2020	20338095 PO-200809 20338095 PO-200809 20338095 PO-200809 20338095 PO-200809 20338095 PO-200809 20338101 PO-200846 20338095 PO-200847 20340750 PO-200882 20341520 PO-200123 20341520 PO-200125 20341520 PO-200266	63.05 609.56 63.05 63.05 252.37 350.80 2,211.67 742.13 36.76 55.04 178.48	N N N N N N N N N N N
(707) 374-4037 N						
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912	1,113.50	456332 RVHS LEASE AGMNT 456332 RVHS MAINT AGRMNT 482959 RVHS LEASE AGMNT 482959 RVHS MAINT AGRMNT	02/06/2020 02/06/2020 02/20/2020 02/20/2020	20338103 PO-200326 20338103 PO-200327 20340761 PO-200326 20340761 PO-200327	272.26 383.01 272.20 186.03	N N N N
(916) 928-0770 N						
014824 J & D WHOLESALE 4614 SECOND. ST #1 DAVIS, CA 95618	164.54	6296451 RVHS AG SUPPLIES 6296451 RVHS AG SUPPLIES	02/13/2020 02/13/2020	20339704 PO-200419 20339704 PO-200419	82.27 82.27	N N
(530) 747-2300 N						
014682 JONES, ZAIDA 2944 SEMINOLE WAY	69.30	SP ED MILEAGE	02/04/2020	20337505 TC-200152	69.30	N

SACRAMENTO, CA 95833

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900 Y LA RUE, KNOX J	330.00	7035 TRANS UHF SERVICE	02/11/2020	20338957 PO-200154	330.00	7
012149 LARIOS, MARIA PO BOX 362 COURTLAND, CA 95615 (0) - 0 N	188.75	F5 MILEAGE F5 MILEAGE	02/04/2020 02/20/2020	20337506 TC-200153 20340779 TC-200175	70.99 117.76	N N
014949 LATIMER, NICOLE 9101 NEWHALL DR. #98 SACRAMENTO, CA 95826 (916) 284-5132 N	580.19	ED SV CONF REIMB	02/27/2020	20342356 TC-200185	580.19	N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399 N	323.10	#135 ED SV SUPPLIES #175 DHW SUPPLIES #133 RMS SUPPLIES #175 DHW SUPPLIES	02/13/2020 02/13/2020 02/25/2020 02/27/2020	20339694 PO-200049 20339705 PO-200208 20341521 PO-200263 20342342 PO-200208	198.02 62.72 55.08 7.28	N N N N
014426 LOVE & LOGIC INSTITUTE ATTN: SUE KENNEDY 2207 JACKSON STREET GOLDEN, CO 80401-2300 (800) 338-4065 N	327.00	175409/175405/175405 F5 WRKSP	02/11/2020	20338941 PO-200778	327.00	N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443 N	110.33	RVHS SUPPLIES	02/11/2020	20338958 PO-200461	110.33	N
014665 LOY MATTISON ENTERPRISES	843.75	010120013120 ERATE PROF SERV	02/20/2020	20340762 PO-200185	843.75	Y

7038 ALMOND HILL COURT
ORANGEVALE, CA 95662

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641	368.71	F5 SUPPLIES F5 MILEAGE F5 SUPPLIES	02/13/2020 02/20/2020 02/25/2020	20339706 PO-200789 20340780 TC-200176 20341522 PO-200789	96.96 219.07 52.68	N N N
(0) - 0						N
014811 MCCARTY, HANOCH 12970 SELF ESTEEM LANE GALT, CA 95632	2,428.83	3064 SP ED PROF SERV	02/13/2020	20339707 PO-200066	2,428.83	Y
(209) 601-2940						Y
014107 MCCARTY, MELADEE 12970 SELF-ESTEEM LANE GALT, CA 95632	200.00	SP ED PROF SERV	02/11/2020	20338959 PO-200065	200.00	Y
(209) 601-2940						Y
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551	595.00	2014353 RMS LEASE	02/20/2020	20340778 PV-200490	595.00	N
(925) 606-9000		N MCGRATH RENTCO				
014094 NAEYC PO BOX 96261 WASHINGTON, DC 20090	138.00	5897 F5 NAEYC RENEWAL	02/11/2020	20338942 PO-200839	138.00	N
(800) 424-2460						N
000151 NASCO MODESTO P.O. BOX 3837 4825 STODDARD ROAD MODESTO, CA 95352-3837	1,706.60	654346 DHS SUPPLIES 654346 CMS SUPPLIES	02/13/2020 02/13/2020	20339695 PO-200770 20339695 PO-200770	853.30 853.30	N N
(209) 545-1600						N
014016 O'REILLY AUTO PARTS	664.40	1468127 TRANS PARTS	02/11/2020	20338960 PO-200162	664.40	N

233 S PATTERSON
SPRINGFIELD, MO 65802

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137 (800) 228-0475	1,000.86	700800526-02 DHW SUPPLIES 700800526 DHW SUPPLIES	02/13/2020 02/27/2020	20339708 PO-200797 20342333 PO-200797	246.27 754.59	N N
		N OTC DIRECT INC				
011634 OTO'S CAR CARE & REPAIR 8110 FREEPORT BLVD SACRAMENTO, CA 95832 () -	101.50	TRANS SMOG TESTS	02/20/2020	20340763 PO-200156	101.50	7
		Y				
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780 (714) 573-0900	765.00	72468 ATTY FEES	02/11/2020	20338974 PV-200455	765.00	Y
		Y PARKER & COVE				
013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571 (0) - 0	127.65	ISLE NURSE MILEAGE	02/04/2020	20337507 TC-200154	127.65	N
		N				
014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690 (916) 776-1215	102.85	WG MILEAGE	02/13/2020	20339734 TC-200168	102.85	N
		N				
014310 PEREZ, GABINO 7904 HARTWICK WAY SACRAMENTO, CA 95828 (0) - 0	138.63	WG SUPPLIES WG SUPPLIES	02/04/2020 02/27/2020	20337491 PO-200201 20342357 TC-200186	118.28 20.35	N N
		N				
003270 PG&E	27,760.51	GARAGE	02/04/2020	20337498 PV-200437	104.25	N

685 EMBARCADERO DRIVE
SACRAMENTO, CA 95605

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02/04/2020	20337498	PV-200437	140.85	N
02/04/2020	20337498	PV-200437	841.65	N
02/04/2020	20337498	PV-200437	44.61	N
02/04/2020	20337498	PV-200437	9.86	N
02/04/2020	20337498	PV-200437	3,915.42	N
02/04/2020	20337498	PV-200437	7,488.50	N
02/04/2020	20337498	PV-200437	772.42	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003270 PG&E (Continued...)		DO	02/04/2020	20337498 PV-200437	44.76	N
		SHOP	02/04/2020	20337498 PV-200437	56.73	N
		RMS	02/04/2020	20337498 PV-200437	1,947.63	N
		RVHS	02/04/2020	20337498 PV-200437	500.06	N
		LTS	02/04/2020	20337498 PV-200437	22.32	N
		LTS	02/04/2020	20337498 PV-200437	12.55	N
		LTS	02/04/2020	20337498 PV-200437	34.90	N
		DHS	02/04/2020	20337498 PV-200437	4,764.26	N
		CMS	02/04/2020	20337498 PV-200437	1,079.35	N
		ISLE	02/04/2020	20337498 PV-200437	1,993.50	N
		GARAGE	02/04/2020	20337498 PV-200437	218.06	N
		DHS	02/04/2020	20337498 PV-200437	3,711.89	N
		RADIO RIO	02/11/2020	20338975 PV-200456	28.22	N
		DHW ELECT	02/13/2020	20339720 PV-200470	28.72	N
013458 PITNEY BOWES INC 1 ELMCROFT ROAD STAMFORD, CT 06926-0700 (800) 228-1071	29.18	1014946244 MACHINE CLEANING KT	02/13/2020	20339721 PV-200471	29.18	N
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823 (916) 422-0571	24,378.28	895/879 SP ED INST ASSTS 333504/333486/333497/333516 NP 133444 SP ED NPS	02/13/2020 02/13/2020 02/13/2020	20339709 PO-200296 20339709 PO-200297 20339709 PO-200298	13,090.70 8,974.10 2,313.48	N N N
013244 PRECIADO, VICKI 737 LAUREL WAY RIO VISTA, CA 94571 (0) - 0	48.20	WIND RIVER CONF MILEAGE WIND RIVER TRAVEL/PARKING	02/13/2020 02/20/2020	20339740 TC-200174 20340786 TC-200182	32.20 16.00	N N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866	19,981.60	6645 SP ED SPEECH THERAPY 6675/6674 SP ED SPEECH THERAPY	02/13/2020 02/20/2020	20339710 PO-200067 20340764 PO-200067	9,632.00 10,349.60	7 7

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	1,054.79	54440 DHS BOYS LOCKER ROOM	02/04/2020	20337499 PV-200438	1,054.79	N
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852 (0) - 0 N	55.92	5002008 WG SUPPLIES	02/13/2020	20339711 PO-200195	55.92	N
012529 RGM KRAMER INC. 3230 MONUMENT WAY CONCORD, CA 94518 (0) - 0 N	7,532.50	4691 DHW MODULAR PROJ MNGMNT 4691 DHW MODULAR PROJ MNGMNT	02/25/2020 02/25/2020	20341527 PO-200898 20341527 PO-200898	3,766.25 3,766.25	N N
000412 RICKETTS, CHRISTINA 44 S. 6TH STREET RIO VISTA, CA 94571 (0) - 0 N	69.00	ED SV CONF REIMB	02/20/2020	20340781 TC-200177	69.00	N
014859 RIO VISTA BAKERY & CAFE 150 MAIN STREET RIO VISTA, CA 94571 (707) 374-3844 N	110.65	RVHS SUPPLIES	02/11/2020	20338962 PO-200834	110.65	N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0 N	2,118.04	DO WASTE SERV RVHS WASTE SERV DHW WASTE SERV	02/11/2020 02/13/2020 02/13/2020	20338973 PV-200457 20339719 PV-200469 20339719 PV-200469	118.88 947.04 1,052.12	N N N

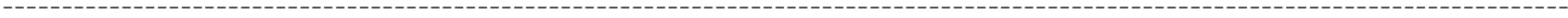
Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000589 RISO PRODUCTS OF SACRAMENTO 3304 MONIER CIRCLE SUITE 110 RANCHO CORDOVA, CA 95742 (916) 638-7476	1,492.41	204405 CMS SUPPLIES	02/13/2020	20339696 PO-200756	1,492.41	N
		N RPSI ENTERPRIS				
014982 RIVERA-GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690 (916) 270-5670	37.20	F5 MILEAGE	02/20/2020	20340782 TC-200178	37.20	N
		N				
014967 RIVERSIDE INSIGHTS ONE PIERCE PLACE #900W ITASCA, IL 60143 (0) - 0	939.93	31444 SP ED SUPPLIES	02/20/2020	20340751 PO-200886	939.93	Y
		Y				
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691 () -	14,396.80	61671 TRANS PARTS 276573 BUS REPAIR	02/11/2020 02/11/2020	20338963 PO-200158 20338976 PV-200458	1,908.32 12,488.48	7 7
		Y				
014206 RODRIGUEZ, JENNIFER 110 JANEWOOD CT FOLSOM, CA 95630 (916) 833-7401	62.09	DHS SUPPLIES CMS SUPPLIES	02/25/2020 02/25/2020	20341523 PO-200618 20341523 PO-200618	31.04 31.05	N N
		N				
014784 ROMAN, ANA 120 TAHOE RIO VISTA, CA 94571 (0) - 0	64.74	SP ED MILEAGE	02/20/2020	20340783 TC-200179	64.74	N
		N				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571	70.00	RMS SUPPLIES RMS SUPPLIES	02/13/2020 02/13/2020	20339712 PO-200261 20339712 PO-200261	42.00 28.00	N N
(0) - 0						N
015003 ROUNDS, SEFIA 1000 VINTAGE DR OAKLEY, CA 94561	119.60	RMS CONF MILEAGE	02/13/2020	20339735 TC-200169	119.60	N
(0) - 0						N
014510 RSD TOTAL CONTROL 10170 CROYDON WAY SACRAMENTO, CA 95827	243.81	37300 MAINT SUPPLIES	02/11/2020	20338943 PO-200174	243.81	N
(916) 369-0203						N
014640 RUIZ, ALEJANDRO PO BOX 184 WALNUT GROVE, CA 95690	8.74	DO MILEAGE	02/04/2020	20337508 TC-200155	8.74	N
(0) - 0						N
000119 S & W TIRE SERVICE INC P.O. BOX 377 14400 THORNTON ROAD WALNUT GROVE, CA 95690	17.00	1-636 TRANS REPAIRS	02/25/2020	20341524 PO-200810	17.00	N
(916) 776-1717						N
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415	3.45	100367186 ASP SUPPLIES	02/27/2020	20342343 PO-200423	3.45	N
(800) 288-9941						N
000095 S M U D	9,457.97	BATES ELECT	02/04/2020	20337500 PV-200439	85.66	N

P.O. BOX 15555
SACRAMENTO, CA 95852

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WG	02/20/2020	20340773	PV-200486	3,936.05	N
WG	02/20/2020	20340773	PV-200486	832.65	N
BATES	02/20/2020	20340773	PV-200486	3,866.80	N
BATES	02/20/2020	20340773	PV-200486	534.56	N
TRANS	02/20/2020	20340773	PV-200486	161.24	N
TRANS	02/20/2020	20340773	PV-200486	13.67	N
WG	02/20/2020	20340773	PV-200486	27.34	N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014060 SACRAMENTO BEE 2100 Q STREET SACRAMENTO, CA 95852 () - N	353.20	339472 ERATE LEGAL AD	02/13/2020	20339722 PV-200472	353.20	N
014403 SACRAMENTO CITY COLLEGE RODDA HALL, RH N 173 3835 FREEPORT BLVD SACRAMENTO, CA 95822 (916) 558-2321 N	500.00	DHS LAURENZI SCHOLARSHIP	02/06/2020	20338096 PO-200880	500.00	N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827 (0) - 0 N	442.71	MOKE SEWER WG SEWER BATES SEWER	02/13/2020 02/25/2020 02/25/2020	20339723 PV-200473 20341531 PV-200494 20341531 PV-200494	112.15 186.96 143.60	N N N
014411 SAMMIS, MICHAEL 6300 HOLSTEIN WAY SACRAMENTO, CA 95831 (0) - 0 N	22.95	RMS SUPPLIES	02/13/2020	20339736 TC-200170	22.95	N
011160 SCHOOL HEALTH CORPORATION 5600 APOLLO DRIVE ROLLING MEADOWS, IL 60008 (800) 323-1305 N	1,320.65	3723031 ED SV SUPPLIES 3723031 ED SV SUPPLIES 3723031 ED SV SUPPLIES	02/20/2020 02/20/2020 02/20/2020	20340752 PO-200878 20340752 PO-200878 20340752 PO-200878	4.60 4.60 1,320.65	N N N
002988 SCHOOL SERVICES OF CALIFORNIA PO BOX 516613 LOS ANGELES, CA 90051-0599 (916) 446-7517 N	750.00	W107367 GOV BUDGET WRKSHOP W107367 GOV BUDGET WRKSHOP W107367 GOV BUDGET WRKSHOP	02/11/2020 02/11/2020 02/11/2020	20338944 PO-200738 20338944 PO-200738 20338944 PO-200738	250.00 250.00 250.00	N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942	237.37	208124461310 DHS SUPPLIES 208124502841 DHS SUPPLIES 208124570606 DHS SUPPLIES	02/11/2020 02/27/2020 02/27/2020	20338964 PO-200365 20342344 PO-200365 20342344 PO-200365	63.64 18.36 155.37	N N N
(0) - 0						N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710	144,269.50	EAP-022020.14 EMP ASSISTANCE EAP-022020.14 EMP ASSISTANCE	02/11/2020 02/11/2020	20338977 PV-200459 20338977 PV-200459	351.57 365.93	N N
C DECATHLON 02/25/2020 20341510 PO-200936 10474 MATHER BLVD SACRAMENTO, CA 95826	600.00	N 202108 DW INFO, COURIER, DATA 202108 DW INFO, COURIER, DATA	02/27/2020 02/27/2020	20342345 PO-200207 20342345 PO-200207	4,000.00 2,250.00	N N
(0) - 0						N
013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585 (707) 425-2951	1,741.51	91245 BATES PROPANE 91198 TRANS PROPANE 91198 TRANS PROPANE 91198 TRANS PROPANE 91245 BATES PROPANE 91245 BATES PROPANE	02/13/2020 02/13/2020 02/13/2020 02/13/2020 02/13/2020 02/13/2020	20339724 PV-200474 20339724 PV-200474 20339724 PV-200474 20339724 PV-200474 20339724 PV-200474 20339724 PV-200474	3.83- 2.23- 2.23 640.50 3.83 1,101.01	N N N N N N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007	138.18	15056343 DO SHREDDING	02/11/2020	20338978 PV-200460	138.18	N
(0) - 0						N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	3,795.32	FEB 2020 PREMIUMS FEB 2020 PREMIUMS	02/06/2020 02/06/2020	20338109 PV-200447 20338109 PV-200447	1,195.13 2,600.19	N N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	605.64	FEBRUARY 2020 PREMIUMS FEBRUARY 2020 PREMIUMS	02/11/2020 02/11/2020	20338979 PV-200461 20338979 PV-200461	346.08 259.56	N N
(0) - 0						N
003512 SILVA, SHARON 101 SOUTH FRONT ST. #28 RIO VISTA, CA 94571	22.00	BUS OFF PARKING	02/06/2020	20338112 TC-200162	22.00	N
(0) - 0						N
014454 SINGH, PRITIKA 212 WEST HWY 220 RYDE, CA 95680	1,255.62	PARENT MILEAGE PARENT MILEAGE	02/04/2020 02/13/2020	20337509 TC-200156 20339737 TC-200171	512.72 742.90	N N
(916) 491-0657						N
014829 SNYDER, CHRISTINA 8590 CLIFFWOOD WAY SACRAMENTO, CA 95826	24.00	DHW CONF REIMB	02/20/2020	20340784 TC-200180	24.00	N
(678) 367-7283						N
015012 SOLANO COUNTY ASSESSOR 675 TEXAS STREET #2700 FAIRFIELD, CA 94533-6338	86.00	43 ASSESSOR ROLL FEE	02/11/2020	20338980 PV-200462	86.00	N
(707) 784-2451						N
012628 SOLANO COUNTY OFFICE OF EDUCATION 5100 BUSINESS CENTER DRIVE FAIRFIELD, CA 94534	2,390.94	20-01480 TUPE GRANT 20-01558 TUPE GRANT	02/04/2020 02/20/2020	20337501 PV-200440 20340774 PV-200487	1,195.47 1,195.47	N N
(707) 399-4415						N
014366 SONOMA STATE UNIVERSITY	250.00	TURK/BECERRA EDUCATOR FAIR	02/18/2020	20340100 PO-200855	250.00	N

1801 E. COTATI AVE
ROHNERT PARK, CA 94928

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014685 SOUZA, JEFF 717 TAMARACK DR LODI, CA 95240	330.44	MAINT SUPPLIES	02/06/2020	20338104 PO-200450	330.44	N
(0) - 0						N
011563 SPEARS, SHANAN 2436 MORAIN E CIRCLE RANCHO CORDOVA, CA 95670	84.52	DHS AG SUPPLIES	02/04/2020	20337492 PO-200360	26.50	N
		DHS AG SUPPLIES	02/04/2020	20337492 PO-200360	26.49	N
		DHS AG SUPPLIES	02/27/2020	20342346 PO-200360	15.77	N
		DHS AG SUPPLIES	02/27/2020	20342346 PO-200360	15.76	N
(916) 744-1011						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	9,498.10	TRANS	02/20/2020	20340775 PV-200488	369.73	N
		ISLE	02/20/2020	20340775 PV-200488	15.93	N
		STORAGE PREPAID GAS	02/20/2020	20340775 PV-200488	544.76	N
		DO	02/20/2020	20340775 PV-200488	269.75	N
		DHS	02/20/2020	20340775 PV-200488	2,968.08	N
		RVHS	02/20/2020	20340775 PV-200488	3,150.58	N
		ISLE	02/20/2020	20340775 PV-200488	1,264.55	N
		DHW	02/20/2020	20340775 PV-200488	954.19	N
		RMS	02/20/2020	20340775 PV-200488	694.42	N
		CAFE CMS	02/20/2020	20340777 PV-200488	355.63	N
(888) 400-2155						N
014991 STANFORD UNIVERSITY 770 WELCH RD #100 PALO ALTO, CA 94304	125.00	200696 ED SV REGIST RICKETTS	02/27/2020	20342334 PO-200696	125.00	N
(650) 497-9351						N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	2,501.59	3436540950 F5 SUPPLIES	02/04/2020	20337493 PO-200355	.05	N
		3436159754 F5 SUPPLIES	02/04/2020	20337493 PO-200355	.14	N
		3436159754 F5 SUPPLIES	02/04/2020	20337493 PO-200355	.14	N
		3436159754 F5 SUPPLIES	02/04/2020	20337493 PO-200355	39.09	N
(0) - 0		3436851460 F5 SUPPLIES	02/04/2020	20337493 PO-200355	.57	N
		3436851460 F5 SUPPLIES	02/04/2020	20337493 PO-200355	.57	N
		3436851460 F5 SUPPLIES	02/04/2020	20337493 PO-200355	164.85	N
		3436540950 F5 SUPPLIES	02/04/2020	20337493 PO-200355	.05	N
		3436851459 F5 SUPPLIES	02/04/2020	20337493 PO-200355	.44	N
		3436851459 F5 SUPPLIES	02/04/2020	20337493 PO-200355	.44	N
		3436851459 F5 SUPPLIES	02/04/2020	20337493 PO-200355	125.19	N
N STAPLES CONTRA						

3436540950	F5 SUPPLIES	02/04/2020	20337493	PO-200355	14.19	N
3436992129	WIND RIVER SUPPLIES	02/06/2020	20338107	PO-200774	105.95	N
3436992128	WIND RIVER SUPPLIES	02/06/2020	20338107	PO-200774	152.94	N
3436458532	BUS OFF SUPPLIES	02/11/2020	20338965	PO-200050	90.23	N
3435839225	BUS OFF SUPPLIES	02/11/2020	20338965	PO-200050	43.76	N
3435839224	BUS OFF SUPPLIES	02/11/2020	20338965	PO-200050	59.94	N
3433522229	MAINT SUPPLIES	02/11/2020	20338965	PO-200058	90.80	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3439167981 DHS SUPPLIES	02/13/2020	20339713 PO-200334	.11-	N
		3439167981 DHS SUPPLIES	02/13/2020	20339713 PO-200334	.11	N
		3439167981 DHS SUPPLIES	02/13/2020	20339713 PO-200334	30.23	N
		3439167981 DHS SUPPLIES	02/13/2020	20339713 PO-200334	.11	N
		3439167981 DHS SUPPLIES	02/13/2020	20339713 PO-200334	30.24	N
		3439167981 DHS SUPPLIES	02/13/2020	20339713 PO-200334	.11-	N
		3438641559 CMS SUPPLIES	02/13/2020	20339713 PO-200338	.54-	N
		3438641559 CMS SUPPLIES	02/13/2020	20339713 PO-200338	.54	N
		3438641559 CMS SUPPLIES	02/13/2020	20339713 PO-200338	154.65	N
		3438787522 SP ED SUPPLIES	02/13/2020	20339713 PO-200364	40.06	N
		3438787521 SP ED SUPPLIES	02/13/2020	20339713 PO-200364	46.66	N
		3438641558 ASP SUPPLIES	02/13/2020	20339713 PO-200488	.48	N
		3438641558 ASP SUPPLIES	02/13/2020	20339713 PO-200488	.48-	N
		3438641558 ASP SUPPLIES	02/13/2020	20339713 PO-200488	137.39	N
		3435930801 BUS OFF SUPPLIES	02/25/2020	20341525 PO-200050	47.00	N
		3435930800 BUS OFF SUPPLIES	02/25/2020	20341525 PO-200050	38.93	N
		3421636373 BUS OFF SUPPLIES	02/25/2020	20341525 PO-200050	85.53	N
		3412748384 BUS OFF SUPPLIES	02/25/2020	20341525 PO-200050	39.65	N
		3439581808 CBO SUPPLIES	02/25/2020	20341525 PO-200051	115.67	N
		3426050970 CBO SUPPLIES	02/25/2020	20341525 PO-200051	40.87	N
		3435930802 MAINT SUPPLIES	02/25/2020	20341525 PO-200058	55.27	N
		3399522860 MAINT CREDIT	02/25/2020	20341525 PO-200058	.07	N
		3399522860 MAINT CREDIT	02/25/2020	20341525 PO-200058	.07-	N
		3399522860 MAINT CREDIT	02/25/2020	20341525 PO-200058	20.90-	N
		3399522859 MAINT CREDIT	02/25/2020	20341525 PO-200058	.07	N
		3399522859 MAINT CREDIT	02/25/2020	20341525 PO-200058	.07-	N
		3399522859 MAINT CREDIT	02/25/2020	20341525 PO-200058	20.90-	N
		3436921916 ED SV SUPPLIES	02/25/2020	20341525 PO-200071	39.61-	N
		3436921917 ED SV SUPPLIES	02/25/2020	20341525 PO-200071	44.59	N
		3436159753 F5 SUPPLIES	02/25/2020	20341525 PO-200355	58.17	N
		3428570667 F5 SUPPLIES	02/25/2020	20341525 PO-200355	.13	N
		3428570667 F5 SUPPLIES	02/25/2020	20341525 PO-200355	.13-	N
		3428570667 F5 SUPPLIES	02/25/2020	20341525 PO-200355	36.62-	N
		3436159753 F5 SUPPLIES	02/25/2020	20341525 PO-200355	.20	N
		3428752026 F5 SUPPLIES	02/25/2020	20341525 PO-200355	.13-	N
		3428752026 F5 SUPPLIES	02/25/2020	20341525 PO-200355	.13	N
		3428752026 F5 SUPPLIES	02/25/2020	20341525 PO-200355	36.62	N
		3428570666 F5 SUPPLIES	02/25/2020	20341525 PO-200355	.12	N
		3428570666 F5 SUPPLIES	02/25/2020	20341525 PO-200355	.12-	N
		3428570666 F5 SUPPLIES	02/25/2020	20341525 PO-200355	35.10-	N
		3436159753 F5 SUPPLIES	02/25/2020	20341525 PO-200355	.20-	N
		3437516354 WIND RIV SUPPLIES	02/25/2020	20341526 PO-200774	14.37	N
		3437328779 WIND RIV SUPPLIES	02/25/2020	20341526 PO-200774	11.90-	N
		3437516356 WIND RIV SUPPLIES	02/25/2020	20341526 PO-200774	15.78	N

3437516357	WIND RIV SUPPLIES	02/25/2020	20341526	PO-200774	15.13	N
3437516355	WIND RIV SUPPLIES	02/25/2020	20341526	PO-200774	14.37	N
3439237808	DHS SUPPLIES	02/27/2020	20342347	PO-200341	83.40	N
3439237808	DHS SUPPLIES	02/27/2020	20342347	PO-200341	.29	N
3422785069	DHS SUPPLIES	02/27/2020	20342347	PO-200341	.22-	N
3422785069	DHS SUPPLIES	02/27/2020	20342347	PO-200341	.22	N
3422785069	DHS SUPPLIES	02/27/2020	20342347	PO-200341	64.09	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

014069 STAPLES ADVANTA (Continued...)		3407201865 DHS SUPPLIES	02/27/2020	20342347 PO-200341	.30-	N
		3407201865 DHS SUPPLIES	02/27/2020	20342347 PO-200341	.30	N
		3407201865 DHS SUPPLIES	02/27/2020	20342347 PO-200341	86.05	N
		3407201864 DHS SUPPLIES	02/27/2020	20342347 PO-200341	.53-	N
		3439237808 DHS SUPPLIES	02/27/2020	20342347 PO-200341	.29-	N
		3418430408 DHS CREDIT	02/27/2020	20342347 PO-200341	.78	N
		3418430408 DHS CREDIT	02/27/2020	20342347 PO-200341	.78-	N
		3418430408 DHS CREDIT	02/27/2020	20342347 PO-200341	222.97-	N
		3407201864 DHS SUPPLIES	02/27/2020	20342347 PO-200341	.53	N
		3407201864 DHS SUPPLIES	02/27/2020	20342347 PO-200341	153.11	N
		3437516353 SP ED SUPPLIES	02/27/2020	20342335 PO-200364	27.13	N
		3436921920 SP ED SUPPLIES	02/27/2020	20342335 PO-200364	22.72	N
		3436921918 SP ED SUPPLIES	02/27/2020	20342335 PO-200364	39.61	N
		3436921919 SP ED SUPPLIES	02/27/2020	20342335 PO-200364	40.06	N
		3430498767 WIND RIVER SUPPLIES	02/27/2020	20342350 PO-200404	106.15	N
		3433149506 WIND RIVER SUPPLIES	02/27/2020	20342350 PO-200404	213.95	N
		3414490252 WIND RIVER SUPPLIES	02/27/2020	20342350 PO-200404	19.95	N
		3433522234 WIND RIVER SUPPLIES	02/27/2020	20342350 PO-200404	24.75	N
		3430871621 WIND RIVER SUPPLIES	02/27/2020	20342350 PO-200404	60.50	N

003646 STATE OF CALIFORNIA	126.00	413548 FINGERPRINTING	02/04/2020	20337502 PV-200441	62.00	N
1300 I STREET		413420 FINGERPRINTING	02/13/2020	20339725 PV-200475	64.00	N
SUITE 810						
SACRAMENTO, CA 95814						
(0) - 0						N

003666 STATE WATER RESOURCES BOARD	1,400.00	SW0185616 TRANS ANNUAL PERMIT	02/04/2020	20337503 PV-200442	1,400.00	N
PO BOX 1888						
SACRAMENTO, CA 95812-1888						
(916) 341-5247						N

000096 STEWART INDUSTRIAL SUPPLY INC	601.28	23100 TRANS PARTS	02/11/2020	20338981 PV-200466	601.28	N
608 HWY 12						
RIO VISTA, CA 94571						
(707) 374-5567						N

013947 SUPPLY WORKS	3,305.41	533291274 RVHS SUPPLIES	02/13/2020	20339703 PO-200167	620.03	N

PO BOX 742056
LOS ANGELES, CA 90074-2056

(877) 577-1114 N

532155165	DHW SUPPLIES	02/13/2020	20339703	PO-200167	146.06	N
533945846	RMS SUPPLIES	02/13/2020	20339703	PO-200167	46.84	N
533774964	RMS SUPPLIES	02/13/2020	20339703	PO-200167	485.76	N
534245931	CMS SUPPLIES	02/20/2020	20340760	PO-200167	222.59	N
535663363	BATES SUPPLIES	02/20/2020	20340760	PO-200167	526.37	N
479127268	DHW SUPPLIES	02/25/2020	20341519	PO-200167	447.31	N
534436712	CMS SUPPLIES	02/27/2020	20342341	PO-200167	15.71	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013947 SUPPLY WORKS (Continued...)		535377022 RMS SUPPLIES	02/27/2020	20342341 PO-200167	103.74	N
		535377030 RMS SUPPLIES	02/27/2020	20342341 PO-200167	66.43	N
		533499323 RVHS SUPPLIES	02/27/2020	20342341 PO-200167	46.84	N
		531073492 WG SUPPLIES	02/27/2020	20342341 PO-200167	540.09	N
		532625621 DHW SUPPLIES	02/27/2020	20342341 PO-200167	8.03	N
		532853660 DHW CREDIT	02/27/2020	20342341 PO-200167	8.03-	N
		532130796 DHW SUPPLIES	02/27/2020	20342341 PO-200167	37.64	N
015009 SUSI EPPERSON CONSULTING 120 LIBERTY LANE BATESVILLE, AR 72501	350.00	603 DHW SNYDER CONF	02/11/2020	20338945 PO-200827	350.00	Y
(0) - 0						Y
014675 TALLEY, ELAINE 6 PARKSIDE DR DAVIS, CA 95616	1,007.50	2020-08 SP ED PROF SERV	02/13/2020	20339714 PO-200068	1,007.50	Y
(530) 304-0090						Y
014997 THRESHOLD PASS SOLUTIONS 537 NEW BRITAIN AVE PO BOX 789 UNIONVILLE, CT 06085	208.90	1425428 WG SUPPLIES	02/06/2020	20338098 PO-200764	208.90	N
(800) 243-1969						N
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013	2,852.37	DHS LD	02/13/2020	20339726 PV-200476	1,235.78	N
		DO LD	02/13/2020	20339726 PV-200476	349.48	N
		RVHS LD	02/13/2020	20339726 PV-200476	1,267.11	N
(877) 487-2877						N
011930 TRANE PARTS CENTERS 4145 DEL MAR AVENUE ROCKLIN, CA 95677	194.70	7703392 MAINT SUPPLIES	02/13/2020	20339715 PO-200177	93.55	N
		7765766 MAINT SUPPLIES	02/27/2020	20342348 PO-200177	101.15	N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001300 TURK, VICKY 936 FLORES WAY RIO VISTA, CA 94571	104.88	RVHS MILEAGE	02/13/2020	20339738 TC-200172	104.88	N
(0) - 0						N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012	22,577.59	JAN 2020 GASB 75 FEB 2020 GASB 75	02/04/2020 02/25/2020	20337504 PV-200443 20341533 PV-200497	11,318.42 11,259.17	N N
(0) - 0						N
014528 UC DAVIS SCHOOL OF ED ONE SHIELDS AVE DAVIS, CA 95616	400.00	LATIMER/USLAN CAREER FAIR	02/06/2020	20338099 PO-200879	400.00	N
(0) - 0						N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	397.19	DO SHIPPING DO SHIPPING DO SHIPPING DO SHIPPING	02/11/2020 02/11/2020 02/20/2020 02/27/2020	20338982 PV-200463 20338982 PV-200463 20340776 PV-200489 20342352 PV-200499	92.70 99.91 173.58 31.00	N N N N
(0) - 0						N
011185 UPHAM, VALLERIE 95 EDGEWATER DRIVE RIO VISTA, CA 94571	276.64	STALEDATE 99591446	02/20/2020	20340785 TC-200181	276.64	N
() -						N
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258	649.58	1037777 DHW LEASE	02/20/2020	20340766 PO-200212	649.58	N
(800) 328-5371						N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
013997 VERIZON WIRELESS	7,131.81	ISLE ADMIN	02/06/2020	20338110	PV-200445	54.26	7
ONE VERIZON PLACE		RVHS SFTY	02/06/2020	20338110	PV-200445	54.26	7
ALPHARETTA, GA 30004		RMS ADMIN	02/06/2020	20338110	PV-200445	64.26	7
		OPERATIONS	02/06/2020	20338110	PV-200445	10.85	7
() -		BATES ADMIN	02/06/2020	20338110	PV-200445	54.26	7
Y VERIZON WIRELE		RMS CUST	02/06/2020	20338110	PV-200445	54.26	7
		WG CUST	02/06/2020	20338110	PV-200445	54.26	7
		BATES CUST	02/06/2020	20338110	PV-200445	109.10	7
		CMS CUST	02/06/2020	20338110	PV-200445	54.26	7
		ASES	02/06/2020	20338110	PV-200445	98.04	7
		BEHAVORIST	02/06/2020	20338110	PV-200445	54.26	7
		ISLE SFTY	02/06/2020	20338110	PV-200445	.46	7
		SP ED	02/06/2020	20338110	PV-200445	307.86	7
		RVHS ADMIN	02/06/2020	20338110	PV-200445	108.52	7
		DHW SFTY	02/06/2020	20338110	PV-200445	.46	7
		ASES	02/06/2020	20338110	PV-200445	98.05	7
		ED SV	02/06/2020	20338110	PV-200445	108.52	7
		COUNSELORS	02/06/2020	20338110	PV-200445	162.78	7
		NURSES	02/06/2020	20338110	PV-200445	108.52	7
		DHS SFTY	02/06/2020	20338110	PV-200445	.17	7
		MAINT	02/06/2020	20338110	PV-200445	352.69	7
		DO SFTY	02/06/2020	20338110	PV-200445	54.43	7
		ED SV	02/06/2020	20338110	PV-200445	54.26	7
		ISLE CUST	02/06/2020	20338110	PV-200445	54.26	7
		RVHS CUST	02/06/2020	20338110	PV-200445	217.04	7
		DHS CUST	02/06/2020	20338110	PV-200445	108.52	7
		TRANS	02/06/2020	20338110	PV-200445	1.89	7
		ASES	02/06/2020	20338110	PV-200445	98.05	7
		DHW CUST	02/06/2020	20338110	PV-200445	108.52	7
		RMS SAFETY	02/06/2020	20338110	PV-200445	.46	7
		TRANS	02/06/2020	20338110	PV-200445	233.32	7
		WG SAFETY	02/06/2020	20338110	PV-200445	.46	7
		GARDENERS	02/06/2020	20338110	PV-200445	162.78	7
		DHW ADMIN	02/25/2020	20341534	PV-200496	72.96	7
		COUNSELORS	02/27/2020	20342353	PV-200500	162.78	7
		ED SV	02/27/2020	20342353	PV-200500	108.52	7
		RVHS SFTY	02/27/2020	20342353	PV-200500	54.26	7
		OPERATIONS	02/27/2020	20342353	PV-200500	10.85	7
		WG SFTY	02/27/2020	20342353	PV-200500	.46	7
		RVHS CUST	02/27/2020	20342353	PV-200500	217.04	7
		DHS CUST	02/27/2020	20342353	PV-200500	217.94	7
		ED SV	02/27/2020	20342353	PV-200500	54.26	7
		ISLE SFTY	02/27/2020	20342353	PV-200500	.46	7
		ISLE CUST	02/27/2020	20342353	PV-200500	54.26	7

DO SFTY	02/27/2020	20342353	PV-200500	54.43	7
DHW CUST	02/27/2020	20342353	PV-200500	177.49	7
RMS CUST	02/27/2020	20342353	PV-200500	54.26	7
WG CUST	02/27/2020	20342353	PV-200500	54.26	7
DHW SFTY	02/27/2020	20342353	PV-200500	.46	7
BEHAVORIST	02/27/2020	20342353	PV-200500	54.26	7
RMS SFTY	02/27/2020	20342353	PV-200500	.46	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013997 VERIZON WIRELES (Continued...)		DHS SFTY	02/27/2020	20342353 PV-200500	.75	7
		NURSES	02/27/2020	20342353 PV-200500	108.52	7
		RMS ADMIN	02/27/2020	20342353 PV-200500	64.26	7
		BATES ADMIN	02/27/2020	20342353 PV-200500	59.86	7
		BATES CUST	02/27/2020	20342353 PV-200500	108.52	7
		CMS CUST	02/27/2020	20342353 PV-200500	54.26	7
		GARDENERS	02/27/2020	20342353 PV-200500	162.78	7
		MAINT	02/27/2020	20342353 PV-200500	352.69	7
		TRANS	02/27/2020	20342353 PV-200500	1,080.56	7
		SP ED	02/27/2020	20342353 PV-200500	307.86	7
		ASES	02/27/2020	20342353 PV-200500	72.34	7
		ASES	02/27/2020	20342353 PV-200500	72.35	7
		ASES	02/27/2020	20342353 PV-200500	72.35	7
		TRANS	02/27/2020	20342353 PV-200500	98.43	7
		ISLE ADMIN	02/27/2020	20342353 PV-200500	54.26	7
		RVHS ADMIN	02/27/2020	20342353 PV-200500	108.52	7
014978 WALLACE, STACY 1266 IVY WAY MANTECA, CA 95336 (714) 305-0061	191.64	ISLE SUPPLIES	02/04/2020	20337510 TC-200157	191.64	N
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	2,879.86	DHS WASTE SERV DHS WASTE SERV	02/11/2020 02/13/2020	20338983 PV-200464 20339727 PV-200477	795.58 2,084.28	N N
000490 WILCO SUPPLY 1973 DAVID ST SAN LEANDRO, CA 94577 (800) 745-5450	414.66	9128423 MAINT SUPPLIES	02/20/2020	20340767 PO-200925	414.66	N
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688 (707) 451-3000	7,563.16	RVHS LEASE RMS LEASE RMS LEASE DHW LEASE RVHS LEASE	02/13/2020 02/13/2020 02/13/2020 02/13/2020 02/27/2020	20339728 PV-200478 20339728 PV-200478 20339728 PV-200478 20339728 PV-200478 20342354 PV-200501	936.96 936.96 936.96 936.96 953.83	N N N N N

RMS LEASE	02/27/2020	20342354	PV-200501	953.83	N
RMS LEASE	02/27/2020	20342354	PV-200501	953.83	N
DHW LEASE	02/27/2020	20342354	PV-200501	953.83	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551	345.48	145656 WG PRINT CHRGS 143989 BATES PRINT CHRGS	02/06/2020 02/06/2020	20338105 PO-200004 20338105 PO-200275	247.22 98.26	N N
(916) 913-6191		N WIZIX TECHNOLO				
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571	1,578.37	SUPT SUPPLIES SUPT MILEAGE/SUPPLIES SUPT MILEAGE/SUPPLIES SUPT MILEAGE/SUPPLIES	02/04/2020 02/25/2020 02/25/2020 02/25/2020	20337511 TC-200158 20341535 TC-200183 20341535 TC-200183 20341535 TC-200183	78.34 858.47 554.30 87.26	N N N N
(0) - 0		N				
000585 WRIGHT, STEVE 400 S FRONT STREET RIO VISTA, CA 94571	258.84	ED SV MILEAGE	02/04/2020	20337512 TC-200159	258.84	N
(0) - 0		N				
014785 WYATT 747 YOLANDA AVE SANTA ROSA, CA 95404	461.82	174873 MAINT SUPPLIES	02/20/2020	20340753 PO-200860	461.82	N
(707) 578-3747		N				
014861 YOLO SECTION CATA/FFA C/O SHANAN SPEARS 52810 NETHERLANDS AVE CLARKSBURG, CA 95612	280.00	DHS AG YOLO CATA DHS AG YOLO CATA	02/27/2020 02/27/2020	20342336 PO-200762 20342336 PO-200762	140.00 140.00	N N
(0) - 0		N				
014706 ZOOM IMAGING SOLUTION 1326 N. MARKET BLVD SACRAMENTO, CA 95834	1,130.82	218243082177107/2172662 DHW 2187366 DHW PRINTER CONTRACT	02/06/2020 02/27/2020	20338106 PO-200211 20342349 PO-200211	527.41 603.41	N N
(916) 369-6526		N				
District total:	722,904.40					

Report total:

722,904.40

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 10.4

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to declare as surplus, River Delta Unified School District school buses that are non-operational and deem their value as zero.

BACKGROUND:

The attached list if district buses that are nonoperational and of no value to the district.

STATUS:

The cost to repair the vehicles and make them operational is greater than the value of the vehicles.

PRESENTER: Ken Gaston, Director of MOT

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No Cost

RECOMMENDATION:

That the Board declares as surplus these District school buses listed and deem their value as zero.

Time allocated: 5 Minutes

BOARD AGENDA BRIEFING
March 10, 2020
ATTACHMENT

Vehicles for surplus:

<u>Year</u>	<u>Description</u>	<u>Mileage</u>	<u>License Number</u>	<u>Vehicle ID Number</u>
1983	Ward Bus	444,432	443917	1FDJE37Z1CHA73858
1989	Collins Bus	478,759	270051	1FDJE34M7KHC04735
1990	Collins Bus	479,445	290822	1FDJE34MXLHA89114
1987	Crown Bus	359,678	096798	1C9BH14A6HC102126

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.5

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the 2019-2020 Professional Expert Agreement with Amy Bettencourt to provide Special Education consultation services at a cost not to exceed \$5,000.

BACKGROUND:

This is a new contract.

STATUS:

Amy Bettencourt will provide consultation services for the special education department for the 2019-2020 school year.

PRESENTER: Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$5,000 paid by Special Education Funds.

RECOMMENDATION:

That the Board approve the 2019-2020 Professional Expert Agreement with Amy Bettencourt to provide special education consultation services at a cost not to exceed \$5,000.

Time allocated: minutes

River Delta Unified School District

445 Montezuma Street
Rio Vista, CA 94571

Professional Expert Agreement

Under Section 45103 of the *Education Code*, professional experts employed "on a temporary basis for a specific project" are exempt from classified service. Professional experts must have a special skill or knowledge of a particular subject matter, derived from specialized training or expertise, often involving intensive academic preparation, or representing mastery of that subject. This agreement is for services which do not meet the criteria for Independent Contract Services and will be paid through payroll. Reimbursement will be reported as taxable compensation on statements of earnings (W-2). Applicable payroll deductions when appropriate including STRS and PERS will be made at the time of earned payments. It is understood that this agreement provides for a temporary position having no employment rights or benefits.

River Delta Unified School District agrees to Contract with Amy Bettencourt for the services performed from: March 1, 2020 to: June 30, 2020.

Services to be performed: To provide special education consultation services for the River Delta Unified School District.

Amount to be paid:

Budget # 6500 \$ 5,000

Budget # _____ \$ _____

Payment will be made, with approval of certifying administrator, upon completion of services as follows:

Contract not to exceed \$5,000.

Pay Rate: \$ 100.00 per hour (hour, day, week, month, flat rate, stipend)

Requested by: _____ / _____
Title Date

Supervisor Approval: _____ / _____
Title Date

Director of Personnel Date

Assistant Superintendent, Business Services Date

NOTE: This form must be accompanied by the following:

I-9 Copy of Social Security Card
W-4 Copy of Driver's License
DE 4

Identify services completed and submit to payroll:
Completed: _____ Certifying Administrator

All obligations have been fulfilled
Additional payment requests will be forwarded to Payroll

Professional Expert Completes:

Name _____

S.S. # _____

Address _____

Telephone # _____

Professional Expert Signature _____ Date _____

Do you have a valid CA teaching credential?

Yes No

Are you presently or have you been a member of

PERS Yes No

STRS Yes No

Are you presently an employee of RDUSD?

Yes No

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: April 10, 2020

Attachments: X

From: Victoria Turk

Item Number: 10.6

Type of item: (Action, Consent Action or Information Only): Consent

SUBJECT:

Request to declare as surplus miscellaneous weight room equipment and deem them as zero value.

BACKGROUND:

Equipment is outdated, in poor condition and in need of upgrades. New equipment being purchased by community donation is student centered, more practical, and to meet the needs of athletes and physical education students both male and female.

STATUS:

Surplus items need Board approval

PRESENTER:

Victoria Turk, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

Noelle Gomes, Teacher and Athletic Director

COST AND FUNDING SOURCES: NA

RECOMMENDATION:

That the Board declares the miscellaneous weight room equipment as surplus and deem their value as zero.

Time allocated: 2 minutes

**River Delta Unified School District
Surplus Declaration**

School Site: RVHS

Board Meeting Date: _____

Asset Tag#	Make	Description	Serial #	Approx. Value
		Assorted weights		No Value
		Assorted bars		No Value
		Assorted benches		No Value
		Assorted machines		No Value

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: February 18, 2020

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.7

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Donations

BACKGROUND:

Donations to Receive and Acknowledge:

Bates Elementary School – College T-shirts and School Supplies

Members of the Courtland Town Association - \$1000

Rio Vista High School – In memory of Jerry Rubier

James Pezzaglia / Karen Comstock

Patricia Lucke

Ronald Lau

Dave, Ann and Susan Jeffary

STATUS:

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

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

Time allocated: 3 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X_____

From: Katherine Wright, Superintendent

Item Number: 11_____

Type of item: (Action, Consent Action or Information Only): Action_____

SUBJECT:

Request to approve the second and final reading of the updated or new Board Policies, Administrative Regulation and or Exhibits due to new legislation or mandated language and citation revisions as of December 2019

BACKGROUND:

Changes in legislation and amendments to laws lead to necessary/mandated changes in District Board Policies, Administrative Regulations and Exhibits.

These Board Policies, Administrative Regulations and Exhibits was submitted for first reading at the February 18, 2020 Board meeting.

STATUS:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to December 2019 which need to have a second and final reading, adopting them into policy.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the second and final reading of these Board Policies, Administrative Regulations and Exhibits as submitted resulting from legislation effective prior to December 2019.

Time allocated: 3 minutes

POLICY GUIDE SHEET
December 2019
Page 1 of 4

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 2121 - Superintendent's Contract

(BP revised)

Policy updated to add professional development as an optional component that may be addressed in the superintendent's contract, consistent with CSBA's Superintendent Contract Template. Section on "Termination of Contract" deletes material related to maximum cash settlement requirements for contracts executed prior to January 1, 2016, since state law limits the term of the contract to a maximum of four years.

BP 3600 - Consultants

(BP revised)

Policy updated to reflect **NEW LAW (AB 5)** which codifies a three-part test, established in *Dynamex Operations West Inc. v. Superior Court of Los Angeles*, to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor. Policy also updates the statement on nondiscrimination to include additional protected categories, and reflects law regarding harassment of or by an independent contractor.

AR 4030 - Nondiscrimination in Employment

(AR revised)

Regulation updated to reflect **NEW LAW (SB 778)** which delays until January 1, 2021 a requirement for districts with five or more employees to provide at least two hours of sexual harassment training to supervisory employees and at least one hour of sexual harassment training to nonsupervisory employees. Regulation also reflects **NEW LAW (AB 9)** which allows complaints of employment discrimination to be filed with the Department of Fair Employment and Housing up to three years after the alleged act.

BP 4033 - Lactation Accommodation

(BP revised)

Policy updated to reflect **NEW LAW (SB 142)** which mandates districts to adopt policy that addresses an employee's right to request lactation accommodation, the process by which the employee makes the request, the district's obligation to respond to the request, and the employee's right to file a complaint with the Labor Commissioner alleging any violation of the right to lactation accommodation. Policy also reflects provisions of SB 142 requiring districts to provide a lactation room or location with prescribed features, prohibiting districts from discriminating or retaliating against an employee who exercises the right to lactation accommodation, and authorizing districts with fewer than 50 employees to seek an exemption from the requirement to provide lactation accommodation if the district demonstrates that the requirement poses an undue hardship.

BP 4151/4251/4351 - Employee Compensation

(BP revised)

Policy updated to clarify that, in determining whether an executive, administrative, or professional employee is exempt from overtime rules, the salary threshold established by state law supersedes the threshold established by federal law (as raised by new federal rule September 24, 2019). Policy also deletes complex information on Internal Revenue Service forms that must be completed by employees who earn compensation over 9 or 10 months but elect to spread salary payments over 12 months, thereby creating "deferred compensation."

POLICY GUIDE SHEET
December 2019
Page 2 of 4

BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System)

(BP revised; AR deleted)

Policy updated to clarify that dismissal of probationary classified employees may be done without cause, delete detailed procedures for disciplinary proceedings, and reflect due process rights that must be granted to permanent employees based on the court decision in *Skelly v. State Personnel Board*. Regulation deleted and districts encouraged to replace or supplement these materials with the rules of their personnel commission.

BP/AR 5116.1 - Intradistrict Open Enrollment

(BP/AR revised)

Policy and regulation updated to delete material related to transfers under the state Open Enrollment Act and federal Program Improvement, as those programs are no longer operational. Policy also reflects **NEW LAW (AB 1127)** which requires districts to approve an intradistrict transfer request for a student who is a victim of bullying, as defined. Optional item added for districts electing to offer intradistrict transfers to all students in a school identified by the California Department of Education (CDE) for comprehensive support and improvement (CSI), in which case priority must be given to the lowest achieving students from low-income families. Regulation revised to clarify timelines for transfers out of schools identified by CDE as "persistently dangerous." For districts that offer transfers out of CSI schools, regulation allows a transfer student the opportunity to remain in the school of enrollment until completing the highest grade offered at that school.

BP/AR 5117 - Interdistrict Attendance

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 1127)** which requires districts to provide transportation assistance to transfer students who are victims of bullying or are children of active duty military parents/guardians, if they are also eligible for free or reduced-priced meals. Regulation updated to reflect provisions of AB 1127 which (1) prohibit consideration of specified characteristics when selecting students for transfer who are victims of bullying or children of active duty military parents/guardians and (2) require a district to accept a transfer out of the district for a victim of bullying if the district has only one school offering the student's grade level.

BP/AR/E 5118 - Open Enrollment Act Transfers

(BP/AR/E deleted)

Policy, regulation, and exhibit deleted since CDE no longer identifies low-achieving schools based on the Academic Performance Index for purposes of developing an Open Enrollment List of schools, in which students had the option to transfer to a higher achieving school within or outside the district.

AR 5125 - Student Records

(AR revised)

Regulation updated to reflect **NEW LAW (AB 711)** which requires districts to update the records of a former student who submits a written request or government-issued documentation of a name and/or gender change. Regulation also revised to reflect current law regarding the timeline for submitting the grade point average of students in grade 12 to the Student Aid Commission for use in the Cal Grant postsecondary financial aid program and the timeline for notifying students and parents/guardians of their right to opt out.

BP/AR 5131.2 - Bullying

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 1127)** which requires a district to approve an intradistrict transfer request for a victim of bullying and, if the district does not have another school with the same grade level, allows a victim of bullying to transfer out of the district. Regulation updated to reflect **NEW LAW (AB 34)** which requires districts to make specified information on bullying and harassment prevention readily accessible on their web sites beginning in the 2020-21 school year.

POLICY GUIDE SHEET
December 2019
Page 3 of 4

BP/AR 5141.21 - Administering Medication and Monitoring Health Conditions

(BP/AR revised)

Policy updated to reflect **NEW LAW (SB 233)** which authorizes the board to adopt policy allowing a parent/guardian, but not school personnel, to administer medicinal cannabis in a nonsmokeable, nonvapeable form at a school site to a student who is a qualified patient. Policy explains the conflict between state and federal law and provides options for districts to authorize or not authorize administration of medicinal cannabis at a school site. For districts that choose to authorize medicinal cannabis, policy reflects the components that are mandated to be in policy, including requirements for parents/guardians to provide a written medical recommendation for the student to be administered medicinal cannabis, sign in at the school before administering the cannabis, and remove any remaining cannabis from the school site. Regulation reflects **NEW LAW (AB 743)** which requires districts to accept a physician statement for inhaled asthma medication from a health plan operating under the laws of Mexico that is licensed in California.

BP/AR 6143 - Courses of Study

(BP/AR revised)

Policy updated to include the prohibition against providing any course separately on the basis of specified characteristics or refusing the participation of a student on any such basis. Policy also reflects the requirement to provide a list of courses certified as meeting California college admission criteria (i.e., "a-g" course requirements) to parents/guardians as well as students in grades 9-12. Regulation updates the list of course offerings for grades 7-12 to revise the description of the Bracero program, update the terminology for "foreign language" to "world language" consistent with current state law, reflect **NEW LAW (AB 1595)** which replaces references to "homemaking" with "family and consumer sciences," and delete outdated date for beginning instruction in compression-only cardiopulmonary resuscitation. Regulation also adds requirement, effective in the 2020-21 school year, to provide specified information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the Dream Act application, as appropriate, at least once before grade 12.

BP 6154 - Homework/Makeup Work

(BP revised)

Policy updated to reflect **NEW LAW (AB 982)** which requires that, when a parent/guardian of a student who has been suspended for two or more days requests homework that the student would have otherwise been assigned, teachers must provide such homework.

AR 6174 - Education for English Learners

(AR revised)

Regulation updated to clarify the process for assessment and identification of English learners, including additional notification requirements. Section on "Reclassification/Redesignation" revised to require English learners who are reclassified as fluent English proficient to be monitored for at least four years following their reclassification, consistent with CDE's Federal Program Monitoring instrument. Regulation also adds further information regarding the composition and duties of the school-level and district-level English Learner Advisory Committee.

AR 6175 - Migrant Education Program

(AR revised)

Regulation updated to reflect **NEW LAW (AB 1319)** which requires the immediate enrollment of migrant students even if they have outstanding fees, fines, textbooks, or other items or monies due to the school last attended, do not have clothing normally required by the school, or are unable to produce records normally required for enrollment. Regulation also reflects provision of AB 1319 which grants migrant students the right to remain in their school of origin, or in a school within the district of origin, regardless of any change in residence of the student.

POLICY GUIDE SHEET
December 2019
Page 4 of 4

BB 9150 - Student Board Members

(BB revised)

Bylaw updated to reflect **NEW LAW (AB 709)** which requires student board members to be appointed to board subcommittees in the same manner as other board members, be invited to attend other functions of the board, and receive all materials received by other board members between open meetings except materials that pertain to closed session items. Bylaw also reflects provisions of AB 709 which clarify that student board members are not considered members of a legislative body for purposes of the Brown Act, authorize the board to award elective course credit for student board member service, and authorize the board to appoint an alternate student board member if the student board member's duties are not being fulfilled.

CSBA Sample Board Policy

Administration

BP 2121(a)

SUPERINTENDENT'S CONTRACT

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

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent ~~are to~~ **will** work together **as a governance team** to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the ~~need for~~ **value of** stability in district administration, ~~and shall ensure~~ the best use of district resources, **and the Board's duty to ensure accountability to the public for the performance of the district's schools.**

(cf. 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 2120 - Superintendent Recruitment and Selection)

(cf. 4312.1 - Contracts)

(cf. 9000 - Role of the Board)

Note: The following list of contract components is consistent with a template for superintendent contracts developed by CSBA. The annotated template contract with additional context and suggestions is available **through CSBA's web site** ~~by contacting~~ legal@csba.org.

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work
3. Salary, health and welfare benefits, and other compensation for the position, **including a statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board**

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

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. 3350 - Travel Expenses)

SUPERINTENDENT'S CONTRACT (continued)

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of his/her a personal vehicle.

(cf. 4040 - Employee Use of Technology)

5. Vacation, illness and injury leave, and personal leaves

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

(cf. 4161.5/4261.5/4361.5 - Military Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

6. Professional development

6.7. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

7.8. Criteria, process, and procedure for annual evaluation of the Superintendent

(cf. 2140 - Evaluation of the Superintendent)

~~8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board~~

9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract

Note: Pursuant to Education Code 35031, if the Governing Board decides not to reemploy the Superintendent, it must notify him/her provide notification at least 45 days before the contract expires. If the Board fails to provide the required prior written notice, the Superintendent shall be deemed reemployed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation.
--

10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

SUPERINTENDENT'S CONTRACT (continued)

Note: See section on "Termination of Contract" below for limitations to maximum cash settlements.

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date
12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in ~~his/her~~ **the Superintendent's** official capacity in the performance of **employment-related** duties ~~related to his/her employment~~

Note: Pursuant to Government Code 54957, personnel matters related to the appointment or employment of an employee may be discussed in closed session under the "personnel exception." However, Government Code 54957 prohibits the use of closed session for discussion or action on any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline. In San Diego Union v. City Council, a California Court of Appeal held that the "personnel exception" provided in Government Code 54957 does not extend to discussions of salary and compensation.

Notwithstanding Government Code 54957, the Board is authorized pursuant to Government Code 54957.6, the "labor exception," to hold closed sessions with the district's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent. The Attorney General has opined in 57 Ops. Cal. Atty. Gen. 209 (1974) that a board may only meet in closed session for such purposes with a designated representative who is involved with the "bona fide" negotiations with represented and/or unrepresented employees. The Attorney General's publication The Brown Act: Open Meetings for Local Legislative Bodies, also states that the "labor exception" applies to meeting in closed session to instruct its representatives concerning negotiations with prospective employees. Boards wishing to discuss the Superintendent's salary in closed session under the "labor exception" are encouraged to consult legal counsel before doing so.

In addition, pursuant to Government Code 54956, the Board is prohibited from deliberating on the salary or other compensation of the Superintendent at a special meeting. See BB 9320 - Meetings and Notices and BB 9321 - Closed Session Purposes and Agendas.

The following paragraph should be revised to reflect district practice.

The Board may deliberate about terms of the contract in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

SUPERINTENDENT'S CONTRACT (continued)

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

Note: Pursuant to Government Code 54953, ~~as amended by SB 1436 (Ch. 175, Statutes of 2016)~~, the Board must, in open session, orally report a summary of the recommendation for final action on the Superintendent's salary or benefits and must make related records available to the public in accordance with the California Public Records Act. Thus, Government Code 54953 limits the Board's ability to approve changes to salary or benefits as part of a consent calendar and instead requires such approval to be a separate agenda item. For identical requirements regarding final action on the salary or benefits ~~or~~ of other district executives, see BP 4312.1 - Contracts.

The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953)

Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54953, ~~54957.6~~)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Termination of Contract

Note: Pursuant to Government Code 53260, every employee contract must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to ~~his/her~~ **the** monthly salary multiplied by the number of months left on the contract. For a Superintendent contract, ~~executed prior to January 1, 2016, if the unexpired term is greater than 18 months, this maximum is equal to the monthly salary multiplied by 18. For a Superintendent contract executed on or after January 1, 2016,~~ Government Code 53260 provides that the maximum cash settlement is the monthly salary multiplied by 12. Cash settlements may be less than these maximums. The district must make **contracts of employment, which include the** termination agreements, available to the public upon request. See AR 4117.5/4217.5/4317.5 - Termination Agreements.

SUPERINTENDENT'S CONTRACT (continued)

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In such an event, **any the maximum** cash settlement that the Superintendent may receive upon termination of the contract shall not exceed **his/her the Superintendent's** monthly salary multiplied by the number of months left on the contract or, ~~if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18.~~ For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12, **whichever is less**. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of **his/her** office or position, **he/she the Superintendent** shall reimburse the district for payments **he/she receives received** as paid leave salary pending investigation or as cash settlement upon **his/her** termination, and for any funds expended by the district in **his/her defense defending the Superintendent** against a crime involving **his/her the Superintendent's** office or position. (Government Code 53243-53243.4, 53260)

Legal Reference: (see next page)

SUPERINTENDENT'S CONTRACT (continued)

Legal Reference:

EDUCATION CODE

35031 *Term of employment*

41325-~~41329.3~~ **41328** *Conditions of emergency apportionment*

GOVERNMENT CODE

3511.1-3511.2 *Local agency executives*

6250-6270 *California Public Records Act*

53243-53243.4 *Abuse of office*

53260-53264 *Employment contracts*

54953 *Oral summary of recommended salary and benefits of superintendent*

54954 *Time and place of regular meetings*

54956 *Special meetings*

54957 *Closed session personnel matters*

54957.1 *Closed session, public report of action taken*

54957.6 *Closed sessions regarding employee matters*

UNITED STATES CODE, TITLE 26

105 *Self-insured medical reimbursement plan; definition of highly compensated individual*

UNITED STATES CODE, TITLE 42

300gg-16 *Group health plan; nondiscrimination in favor of highly compensated individuals*

CODE OF FEDERAL REGULATIONS, TITLE 26

1.105-11 *Self-insured medical reimbursement plan*

COURT DECISIONS

San Diego Union v. City Council (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

57 *Ops. Cal. Atty. Gen.* 209 (1974)

Management Resources:

CSBA PUBLICATIONS

Superintendent Contract Template, **2015**

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

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

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

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

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Policy Reference UPDATE Service

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3600(a)

CONSULTANTS

The Governing Board authorizes the use of consultants **and other independent contractors** to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as **consultants independent contractors** may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

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

Note: Internal Revenue Service (IRS) Publication 15-A identifies 20 common law factors which the IRS uses to determine whether an individual is an employee or an independent contractor.

Labor Code 2750.3, as added by AB 5 (Ch. 296, Statutes of 2019), codifies the three-part "ABC" test established in Dynamex Operations West, Inc. v. Superior Court of Los Angeles to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor. Although Labor Code 2750.3 does not explicitly state whether it applies to public agencies, CSBA recommends that districts adhere to its provisions.

AB 5 also amended Unemployment Insurance Code 606.5 and 621 to incorporate the three-part ABC test from the Dynamex decision. Since public school employers are subject to certain provisions in the Unemployment Insurance Code, districts should apply the three-part ABC test to determine a worker's eligibility for unemployment benefits.

Pursuant to Labor Code 2750.3, a person is considered to be an independent contractor rather than an employee if the person (1) is free from the control and direction of the district in connection with the performance of the work, (2) performs work that is outside the usual course of providing educational services, (i.e. services provided by the person's own independent business and not services that ordinarily would be performed by district employees), and (3) is customarily engaged in an independently established trade, occupation, or business.

Labor Code 2750.3 establishes exceptions to the use of the three-part ABC test, including (1) when a person's status as an employee or independent contractor is defined by the Labor Code, Unemployment Insurance Code, or an applicable wage order of the Industrial Welfare Commission; (2) when a court rules that the three-part test cannot be applied to a particular context; or (3) when specifically exempted within Labor Code 2750.3. Under the second and third scenarios, the determination of whether a person is an employee or independent contractor is then made pursuant to the court's decision in S.G. Borello & Sons, Inc. v. Department of Industrial Relations, which made employment status a fact-dependent ruling based on the extent to which the employer had a right to control the work that was being done. Tutors are potentially exempted from the three-part test in Labor Code 2750.3 if they develop and teach their own curriculum, but not if they teach a curriculum created by a public school or contract with a public school through a referral company.

CONSULTANTS (continued)

As this area of law is complex and may alter the legal and financial obligations of the district to particular workers (e.g., eligibility for workers compensation, unemployment and disability insurance benefits, and district health and welfare benefits), legal counsel should be consulted when questions arise regarding the status of those who provide services to the district for remuneration.

As part of the contract process, the Superintendent or designee shall determine, in accordance with Internal Revenue Service guidelines, that the consultant individual, firm, or organization is properly classified as an independent contractor. A person, firm, or organization shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2750.3)

1. The person or entity is free from the control and direction of the district in connection with the performance of the work.
2. The person or entity is performing work that is outside the usual course of the district providing educational services.
3. The person or entity is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)

District employees who perform extra duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.

All consultant contracts shall be brought to the Board for approval.

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 4132/4232/4332 - Publication or Creation of Materials)

The district shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the district's control.

All qualified firms or resource persons independent contractors shall be accorded equal opportunity for consultant contracts regardless of actual or perceived race, creed, color, gender, national or ethnic origin, age or disability, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender

CONSULTANTS (continued)

identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

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

(cf. 0415 - Equity)

(cf. 3311 - Bids)

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

(cf. 4030 - Nondiscrimination in Employment)

Independent contractors ~~applying for a consultant contract~~ shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend ~~the consultant's employment~~ **approval of the contract.**

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education, or other public agency serve as consultants or ~~resource persons~~ **independent contractors in other capacities** for the district, they shall certify as part of the ~~consultant~~ agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for ~~this~~ **the** district.

Note: Pursuant to Government Code 12940, certain protections afforded to employees are extended to independent contractors; see BP/AR 4030 - Nondiscrimination in Employment. Government Code 12940 also provides that the district may be held liable for sexual harassment committed against employees by nonemployees, including independent contractors, if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

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

Legal Reference: (see next page)

CONSULTANTS (continued)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

12940 Unlawful employment practices

53060 Contract for special services and advice

82019 Designated employee

87302 Conflict of interest code

LABOR CODE

2750.3 ABC three-part test: employees and independent contractors

UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status

621 Employer and employee defined

CODE OF REGULATIONS, TITLE 2

18700.3 Consultant

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903

S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

Management Resources:

INTERNAL REVENUE SERVICE PUBLICATIONS

15-A Employer's Supplemental Tax Guide

(9/88 10/96) 12/19

CSBA Sample Administrative Regulation

All Personnel

AR 4030(a)

NONDISCRIMINATION IN EMPLOYMENT

Note: Pursuant to Government Code 11138 and 2 CCR 11023, districts are **mandated** to adopt rules and regulations to ensure that district programs and activities are free from unlawful discriminatory practices. Pursuant to Government Code 12940, protections against discrimination apply to employees, job applicants, persons who serve in ~~an~~ unpaid internship or other limited-duration programs to gain unpaid work experience, volunteers, and independent contractors.

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or **other** person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

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

(cf. 1240 - Volunteer Assistance)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

(cf. 4032 - Reasonable Accommodation)

Note: Many nondiscrimination laws and regulations require identification of an employee who **will be is** responsible for compliance with the nondiscrimination laws. For example, pursuant to 34 CFR 104.7, 106.8, and 110.25, the district is required to designate the person(s) responsible for the overall implementation of the requirements of federal laws which prohibit discrimination on the basis of disability, sex, and age, i.e., Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), and the Age Discrimination in Employment Act (29 USC 621-634). The district should fill in the blanks below to designate the responsible employee and contact information.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to ~~coordinate~~ **organize and manage** the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Director of Personnel
445 Montezuma Street
Rio Vista, CA 94571
(707) 374-1700
HR@rdusd.org

NONDISCRIMINATION IN EMPLOYMENT (continued)**Measures to Prevent Discrimination**

Note: Pursuant to Government Code 12940 and 2 CCR 11023, the district is required to take all reasonable steps to prevent unlawful discrimination and harassment. 2 CCR 11023 specifies certain requirements to be included in the district's policy. The following section reflects the requirements of 2 CCR 11023 and other applicable laws or regulations, as indicated.

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

Note: Pursuant to Government Code 12950, districts are required to post the California Department of Fair Employment and Housing's (DFEH) posters entitled California Law Prohibits Workplace Discrimination and Harassment and Transgender Rights in the Workplace, as provided in item #1. DFEH rules require that these materials be posted electronically and in every location where the district has employees (e.g., district office, hiring office, each school site). These posters and the rules for posting are available on the DFEH web site.

In addition, 2 CCR 11049 requires posting a notice of the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth. **Also s**See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically **in a conspicuous location** on computers ~~in a conspicuous location, the~~ **for employee use, up-to-date** California Department of Fair Employment and Housing (DFEH) posters ~~in regard to~~ **on the prohibition of workplace discrimination and harassment, and the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth** (Government Code 12950; **2 CCR 11013, 11023, 11049**)

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

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)
 - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
 - b. Posting them in all district schools and offices, including staff lounges and other prominent locations
 - c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

NONDISCRIMINATION IN EMPLOYMENT (continued)

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4111/4211/4311 - Recruitment and Selection)

3. Disseminate the district's nondiscrimination policy **and administrative regulation** to all employees by one or more of the following methods: (2 CCR 11023)
 - a. Printing and providing a copy of the policy to all employees, with an acknowledgment form for each employee to sign and return
 - b. Sending the policy a copy via email with an acknowledgment return form
 - c. Posting the policy a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
 - d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session
 - e. Any other way that ensures employees receive and understand the policy

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior

<p>Note: Optional item #5 below provides for training regarding the district's discrimination policy and reporting procedures. For requirements specifically pertaining to sexual harassment training, see AR 4119.11/4219.11/4319.11 - Sexual Harassment. Pursuant to Government Code 12950.1, as amended by SB 778 (Ch. 215, Statutes of 2019), if the district has 50 or more employees, it must provide at least two hours of staff development regarding sexual harassment to all supervisory employees within six months of their assumption of a supervisory position and once every two years thereafter. As amended by SB 1343 (Ch. 956, Statutes of 2018), Government Code 12950.1 requires any district that has five or more employees to must provide at least two hours of sexual harassment training to supervisory employees and at least one hour of sexual harassment training to all nonsupervisory employees by January 1, 2020 2021 and once every two years thereafter.</p>

5. Provide training **to employees, volunteers, and interns** regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

NONDISCRIMINATION IN EMPLOYMENT (continued)

Note: Pursuant to Government Code 12950.2, as added by SB 1300 (Ch. 955, Statutes of 2018), districts are authorized, but not required, to provide bystander intervention training as provided below.

The district may also provide bystander intervention training to employees ~~that~~ **which** includes information and practical guidance on how to recognize potentially problematic behaviors and **which may** motivates them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law
7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce **(2 CCR 11023)**

Complaint Procedure

Note: 2 CCR 11023 **mandates** that a district's policy include a complaint process with specified requirements. Some of the requirements of 2 CCR 11023 are similar to those required under existing case law.

Courts have held that ~~an employer may mitigate~~ liability **may be mitigated** for hostile environment employment discrimination when (1) the employer took reasonable care to prevent and promptly correct the discriminatory or harassing conduct (i.e., provided a complaint procedure) and (2) the aggrieved employee unreasonably failed to take advantage of corrective opportunities offered by the employer (i.e., failure to file a complaint). In its June 1999 Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, the Equal Employment Opportunity Commission (EEOC) outlines the elements of an effective complaint procedure to include (1) a clear explanation of the process; (2) protection against retaliation; (3) designation of multiple individuals authorized to receive complaints; (4) a mechanism for prompt, thorough, and impartial investigation; (5) assurance of immediate and appropriate corrective action; and (6) information about time frames for filing charges with EEOC or DFEH.

While EEOC's guidance recommends a "prompt" investigation, neither the law nor EEOC delineates a specific time frame for resolution. EEOC's guidance acknowledges that whether an investigation is considered "prompt" may vary depending on the seriousness and complexity of the circumstances and that intermediate measures may be necessary to prevent further harassment during the investigation.

The following section, including the listed timelines, is consistent with EEOC's guidance and should be modified to reflect district practice.

NONDISCRIMINATION IN EMPLOYMENT (continued)

Any complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The ~~employee's~~ **complainant's** direct supervisor may be bypassed in filing a complaint ~~where~~ **when** the supervisor is the subject of the complaint.

The complainant may ~~file a written complaint in accordance with this procedure or may~~ first attempt to resolve the situation informally with the ~~employee's~~ **complainant's** supervisor **before filing a written complaint.**

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, ~~other~~ **any available** evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be ~~revealed~~ **disclosed** as necessary to conduct an effective investigation.

(cf. 3580 - District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

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

NONDISCRIMINATION IN EMPLOYMENT (continued)

If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed **in order** to ~~ensure that~~ **prevent** further incidents ~~are prevented~~. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Remedial/Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

NONDISCRIMINATION IN EMPLOYMENT (continued)

Other Remedies

Note: Items #1-3 below state the time limits within which ~~employees must file their~~ complaints **must be filed**. EEOC's guidance states that it is important for employers' nondiscrimination policies to contain information about timeframes for filing charges of unlawful discrimination or harassment with EEOC or DFEH. Employees should be informed that the deadline for filing charges starts to run from the last date of the unlawful act, not from the conclusion of the district's complaint investigation. Pursuant to DFEH procedures, DFEH will automatically forward any complaint it has accepted for investigation to EEOC when the matter falls within EEOC's jurisdiction.

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either DFEH or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

Note: **As amended by AB 9 (Ch. 709, Statutes of 2019), Government Code 12960 extends the period of time in which a complaint alleging employment discrimination pursuant to Government Code 12940-12952 may be filed with DFEH, from one year to three years following the alleged discriminatory act(s). Pursuant to Government Code 12960, an employee has one year to file a complaint with DFEH, although that** ~~That period may be extended under certain circumstances. Districts should consult legal counsel if any questions arise., such as when a person obtains knowledge of the unlawful practice after the expiration of the one year period.~~

1. ~~To file a valid~~ **For filing a** complaint with DFEH **alleging a violation of Government Code 12940-12952**, within ~~one year~~ **three years** of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 **(Government Code 12960)**

Note: 42 USC 2000e-5 specifies that a person must file a discrimination complaint with EEOC within 180 days of the alleged discriminatory act. Pursuant to 42 USC 2000e-5, the 180-day timeline for compensation discrimination starts when the discriminatory paycheck is received and that each discriminatory paycheck restarts the timeline for the filing of a complaint.

2. ~~To file a valid~~ **For filing a** complaint **directly** with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. ~~To file a valid~~ **For filing a** complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

(12/16 3/19) 12/19

CSBA Sample Board Policy

All Personnel

BP 4033(a)

LACTATION ACCOMMODATION

Note: ~~The following optional policy may be revised to reflect district practice.~~ Pursuant to Labor Code 1034, as added by SB 142 (Ch. 720, Statutes of 2019), districts are mandated to develop policy regarding lactation accommodation with specified components, as provided below.

Both federal and state law require that employees be provided reasonable break time and an appropriate location to accommodate their desire to express milk for their infant children. ~~The Patient Protection and Affordable Care Act (P.L. 111-148, 2010) amended 29 USC 207,~~ of the Fair Labor Standards Act (FLSA) to require employers to provide reasonable break time for nursing ~~mothers~~ employees, but applies only to employees who are not exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA) (i.e., ~~classified employees~~). State law (Labor Code 1030-~~1033~~ 1034) applies to all district employees. Where provisions of the two laws conflict, the statute providing greater protections for employees supersedes. The district should consult legal counsel if questions arise about the application of these laws to a particular employee.

~~The Fair Employment and Housing Commission has determined that, because breastfeeding is an activity intrinsic to females, termination of an employee because she was still breastfeeding after returning to work from pregnancy disability leave was sexual discrimination in violation of Government Code 12940 and 12945 (Chavez v. Acosta-Tacos).~~ Government Code 12926 includes breastfeeding or medical conditions related to breastfeeding within the definition of "sex" for purposes of sex discrimination under the California Fair Employment and Housing Act. Furthermore, Additionally, Labor Code 1033, as amended by SB 142, prohibits an employer from discharging or in any manner discriminating or retaliating against an employee for exercising or attempting to exercise any right related to lactation accommodation. Pursuant to Labor Code 1033, violation of Labor Code 1030-~~1033~~ 1034 may result in a citation from the Labor Commissioner and/or a civil penalty.

The district should ensure consistency of this policy with provisions in the district's collective bargaining agreement, if any, related to break times or other employment issues.

The Governing Board recognizes the immediate and long-term health ~~advantages~~ benefits of breastfeeding ~~for infants and mothers~~ and desires to provide a supportive environment for any district employee to express milk for ~~her~~ an infant child upon ~~her~~ returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee ~~who chooses~~ for seeking an accommodation to express breast milk for ~~her~~ an infant child while at work.

(cf. 4030 - Nondiscrimination in Employment)

Note: ~~Although 29 USC 207 limits the length of time that a classified employee is entitled to lactation accommodation to one year after the birth of the child, Labor Code 1030-1033 does not set a specific limit on the infant child's age and therefore provides greater benefits to employees.~~

The district shall provide a reasonable amount of break time to accommodate an employee each time she has a need to express breast milk for her infant child. (Labor Code 1030)

LACTATION ACCOMMODATION (continued)

Note: Labor Code 1030 and 29 USC 207 do not require the district to compensate non-exempt employees for breaks taken for the purpose of expressing milk. However, an employee who uses break time already provided by the district as paid time must be compensated for that break time in the same manner as any other employee. Any additional time beyond the authorized paid break time could be uncompensated, provided the employee is completely relieved from duty during that time. If the district chooses to provide compensation during extended break time, it should modify the following paragraph accordingly. The district also may provide flexible scheduling for those employees who choose to make up for any unpaid break time.

To the extent possible, such break time shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 207)

Note: Labor Code 1031 requires the district to make reasonable efforts to provide an employee with the use of a private room or other location, except a toilet stall, in close proximity to the employee's work area, which may include the place where the employee normally works if the location otherwise meets legal requirements. 29 USC 207, applicable to classified employees, specifies that the location must be shielded from view and free from intrusion from coworkers and the public. A fact sheet issued by the U.S. Department of Labor's (DOL) Wage and Hour Division, *Break Time for Nursing Mothers under the FLSA*, clarifies that the location provided by the district could be a space temporarily created or converted into a space for expressing milk as long as it is functional and meets all requirements of law.

The DOL has preliminarily interpreted an employee's right to express milk for her infant child to include the ability to safely store the milk (75 Fed. Reg. 244, page 80076). According to the DOL, this might include providing access to a refrigerator or ice chest or allowing the employee to bring an insulated food container to work.

A fact sheet issued by the California Department of Public Health, *Minimum Requirements of the California Lactation Accommodation Law*, recommends that the location should have the following items: a comfortable chair, small table, electrical outlet, a sink with a safe water source, disinfectant dish soap, and paper towels.

The employee shall be provided a private location, other than a restroom, which is in close proximity to her work area and meets the requirements of Labor Code 1031 and 29 USC 207, as applicable.

Note: Labor Code 1034, as added by SB 142, mandates that the district's policy regarding lactation accommodation include the process by which the employee is to make a lactation accommodation request and the district's obligation to respond to the request. The following paragraph should be modified to reflect the district's process.

~~An employee~~ **shall** notify ~~their~~ **the employee's** supervisor or other appropriate personnel in advance of ~~their~~ intent to ~~make use of the~~ **request an** accommodations offered for employees who are nursing mothers. As needed, the supervisor ~~shall~~ **The supervisor shall respond to the request and shall** work with the employee to ~~address~~ **make** arrangements, ~~and~~ **If needed, the supervisor shall address** scheduling in order to ensure that the employee's essential job duties are covered during the break time.

LACTATION ACCOMMODATION (continued)

Note: Pursuant to Labor Code 1032, all districts are required to grant lactation accommodation except when granting the provides exceptions to the requirement for lactation accommodation when providing such accommodation would "seriously disrupt" district operations. "Serious disruption" is not defined in the law.

Additionally, Labor Code 1031, as amended by SB 142, 29 USC 207 provides an exceptions for districts with fewer than 50 employees when lactation accommodation would result in "undue hardship" based on significant difficulty or expense in relation to the size, financial resources, nature, or structure of the district. In this case, the exception is limited to districts with fewer than 50 employees and applies to classified employees only. When such a district is able to demonstrate undue hardship, Labor Code 1031 only requires that reasonable efforts be made to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private. Pursuant to Labor Code 1031, the provided room or location may not be a toilet stall.

Regardless of the size of the district, the determination of serious disruption or undue hardship should be made on a case-by-case basis and only in limited, stringent circumstances. The burden of demonstrating why accommodation could not be made, even if on a temporary basis or for less time than requested, would likely fall to the district.

Lactation accommodations may be denied only in limited circumstances shall be granted in accordance with law unless limited circumstances exist as specified in law. (Labor Code 1031, 1032; 29 USC 207)

Note: Labor Code 1034, as added by SB 142, mandates that the district's policy include a statement that the district provide a written response to an employee if the district is unable to comply with the break time or location requirements.

Before an employee's supervisor makes a determination is made to deny lactation accommodations to an employee, he/she the employee's supervisor shall consult with the Superintendent or designee. In any case in which When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

Note: Labor Code 1034, as added by SB 142, mandates that the district's policy regarding lactation accommodation be distributed to employees as provided in the following paragraph.

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute the policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

LACTATION ACCOMMODATION (continued)**Break Time and Location Requirements**

Note: Although 29 USC 207 limits the length of time that a classified employee is entitled to lactation accommodation to one year after the birth of the child, Labor Code 1030-1033 does not set a specific limit on the infant child's age and therefore provides greater benefits to employees.

The district shall provide a reasonable amount of break time to accommodate an employee each time ~~she~~ **the employee** has a need to express breast milk for ~~her~~ **an** infant child. (Labor Code 1030)

Note: Labor Code 1030 and 29 USC 207 do not require the district to compensate non-exempt employees for breaks taken for the purpose of expressing milk. However, an employee who uses break time already provided by the district as paid time must be compensated for that break time in the same manner as any other employee. Any additional time beyond the authorized paid break time could be uncompensated, provided the employee is completely relieved from duty during that time. If the district **instead** chooses to provide compensation ~~during extended~~ **for such additional** break time, it should modify the following paragraph accordingly. The district also may provide flexible scheduling for those employees who choose to **work extra time** to make up for any ~~unpaid~~ **uncompensated** break time **beyond the authorized break time.**

To the extent possible, ~~such any~~ **break time granted for lactation accommodation** shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 207)

Note: Labor Code 1031, as amended by SB 142, requires the district to provide an employee with the use of a room or location, other than a bathroom, to express milk in private. This may include the place where the employee normally works if the location otherwise meets legal requirements, as specified below. Labor Code 1031 authorizes the district to designate a temporary location to express milk if the district is unable to provide a permanent location due to operational, financial, or space limitation, as long as the space is in close proximity to the employee's work area, shielded from view, free from intrusion while breast milk is being expressed, and is otherwise compliant with law.

The employee shall be provided ~~the~~ **the** use of a private room or location, other than a ~~restroom~~ **bathroom, which may be the employee's work area or another location that** ~~which~~ is in close proximity to ~~the employee's~~ **her** work area. ~~The room or location provided shall and~~ meets the **following** requirements: ~~of (Labor Code 1031; and 29 USC 207), as applicable.~~

1. **Is shielded from view and free from intrusion while the employee is expressing milk**
2. **Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382**
3. **Contains a place to sit and a surface to place a breast pump and personal items**

LACTATION ACCOMMODATION (continued)

4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

Note: The following paragraph is mandated pursuant to Labor Code 1034, as added by SB 142.

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

(cf. 4144/4244/4344 - Complaints)

Legal Reference:

EDUCATION CODE

200-262.4 **Educational equity; p**Prohibition of discrimination on the basis of sex

CIVIL CODE

43.3 Right of mothers to breastfeed in any public or private location

GOVERNMENT CODE

12926 Definition of sex; breastfeeding

12940 **Unlawful d**Discriminatory employment practices

12945 **Unlawful d**Discrimination based on pregnancy, childbirth, or related medical conditions

LABOR CODE

~~1030-1033~~ **1034** Lactation accommodation

6382 Procedure for listing hazardous substances

CODE OF REGULATIONS, TITLE 2

11035-~~11049~~ **11051 Unlawful s**Sex discrimination; pregnancy and related medical conditions

UNITED STATES CODE, TITLE 29

207 Fair Labor Standards Act; lactation accommodation

Management Resources: (see next page)

LACTATION ACCOMMODATION (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Rest Periods/Lactation Accommodation, Frequently Asked Questions

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Minimum Requirements of the California Lactation Accommodation Law **Lactation Accommodation for Employers**

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Lactation Support Program Toolkit

FEDERAL REGISTER

Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 75, No. 244, pages 80073-80079

OFFICE OF THE SURGEON GENERAL PUBLICATIONS

The Surgeon General's Call to Action to Support Breastfeeding, 2011

HEALTH RESOURCES AND SERVICES ADMINISTRATION PUBLICATIONS

The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008

U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION, PUBLICATIONS

Frequently Asked Questions- Break Time for Nursing Mothers

Fact Sheet #73: Break Time for Nursing Mothers under the FLSA, rev. April 2018

Fact Sheet #3: Break Time for Nursing Mothers under the FLSA, rev. December 2010

WEB SITES

California Department of Industrial Relations, Division of Labor and Standards Enforcement:

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

California Women, Infants and Children **Program**: <http://www.wicworks.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Health Resources and Services Administration: <http://www.hrsa.gov>

Office of the Surgeon General: <http://www.surgeongeneral.gov>

U.S. Department of Labor, Wage and Hour Division, Break Time for Nursing Mothers:

<http://www.dol.gov/whd/nursingmothers>

CSBA Sample Board Policy

All Personnel

BP 4151(a)

4251

EMPLOYEE COMPENSATION

4351

Note: Districts that include provisions related to employee compensation in their collective bargaining agreements should modify or delete the following **optional** policy accordingly.

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits. **Aligned with other districts of comparable size, geographic make-up and student demographics.**

(cf. 3100 - Budget)

(cf. 3400 - Management of Districts Assets/Accounts)

(cf. 4000 - Concepts and Roles)

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

Note: Education Code 45023 and 45162 require the Governing Board to adopt salary schedules for certificated and classified employees, respectively. For districts operating under a merit system, Education Code 45268 specifies that the personnel commission will recommend a salary schedule for classified employees to the Board for approval and that the Board may not amend the schedule without first giving the commission an opportunity to respond to the amendments.

The Board shall adopt separate salary schedules for certificated, classified, and confidential and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, **45268**)

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for **years of training—education level** and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

(cf. 4030 - Nondiscrimination in Employment)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

(cf. 4140/4240/4340 - Bargaining Units)

EMPLOYEE COMPENSATION (continued)

Note: Pursuant to Education Code 45038, certificated employees may be paid once every two weeks, twice a month, or once every four weeks. The Board may also choose to pay certificated employees, or one or more individual employees, in 10, 11, or 12 equal payments **over the year** ~~instead of by the school month~~. Education Code 45039 provides that, if the Board arranges to pay certificated employees in 12 equal payments for the year, it may pay each monthly installment at the end of each calendar month, whether or not the employees are engaged in teaching during the month. Education Code 45165 addresses salary payments for classified employees who are employed 9-11 months per year.

~~Pursuant to 26 CFR 1.409A-1, the practice of paying employees who work 10 months per year is a form of "deferred compensation." If the district allows employees to "elect" whether to receive their paychecks in such a manner, then according to the IRS, such employees must submit written election forms to the district in order to avoid any additional tax on the deferred compensation. If the district requires employees to receive their paychecks in such a manner without offering them an option, then the employees do not need to complete election forms, but the district must develop a written document describing how the employees will be paid, including the dates, schedule, and amounts of payment.~~

Education Code 45048 and 45165 provide specific timelines for issuing salary payments depending on the frequency of payments. If payments are not made in a timely manner, the district is required to pay the employee interest on the unpaid amount.

The following paragraph may be revised to reflect the payroll schedule determined by the Board.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165)

Note: Pursuant to 29 CFR 516.4, districts are required to post a notice of the minimum wage provisions of the Fair Labor Standards Act (**FLSA**) (29 USC 201-219) in a conspicuous place at all work sites. The poster that must be used by state and local governments is available on the web site of the U.S. Department of Labor's Wage and Hour Division.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

Note: Pursuant to the ~~Federal Fair Labor Standards Act (FLSA)~~ (29 CFR 553.20) **and Labor Code 510**, employees who are not specifically exempted by law must receive overtime pay at a rate not less than one and one-half times their regular rate of pay for hours worked in excess of 40 hours per work week. Furthermore, ~~state law (Labor Code 510)~~ entitles employees to an overtime pay rate after working eight hours in one day, unless an alternative **work week** schedule allowed by law is approved. **Pursuant to Labor Code 510, if an employee works more than 12 hours per work day or more than eight hours on the seventh consecutive day of work, the employee must be paid twice the regular salary.**

EMPLOYEE COMPENSATION (continued)

Pursuant to 29 CFR 541.0-541.710, employees are exempt from the FLSA overtime rules if they are executive, administrative, or professional staff, as defined, and their salary is at or above the salary level established in 29 CFR 541.600, as amended by 81 Fed. Reg. 32391. This salary level will automatically be updated every three years beginning January 1, 2020 according to the method specified in 29 CFR 541.607. Because the federal salary limit qualifying for exemption is higher than the California salary test, the federal limit prevails. On September 24, 2019, the U.S. Department of Labor issued a final rule (29 CFR 541.600) raising the federal salary threshold for this exemption. However, the threshold is higher in California and thus state law prevails. Pursuant to Labor Code 515, executive, administrative, or professional employees are exempt from the FLSA overtime rules if they are executive, administrative, or professional staff, as defined, and their monthly salary is at least twice the state minimum wage for full-time employment. Furthermore, the salary threshold is not affected by any local minimum wage that is higher than the state minimum wage.

When calculating the overtime rate of pay, 29 USC 207 requires that all remuneration for employment paid to or on behalf of the employee, with specified exclusions, be considered as part of the employee's regular rate of pay. In *Flores v. City of San Gabriel*, the appeals court ruled that cash payments made in lieu of benefits must be included in the calculation.

Overtime pay requirements are also not applicable to school administrators or teachers in elementary or secondary schools under specific exemptions in 29 USC 213 and 29 CFR 541.303. Pursuant to 29 CFR 541.303 and 541.600, teachers do not need to meet the salary level requirement to be exempt from overtime rules. 29 CFR 541.204 provides that, to be exempt from overtime rules, administrators must either meet the salary level requirement or be compensated on a salary basis that is at least equal to the entrance salary for teachers in the administrator's school to be exempt from overtime rules.

And District employees shall be paid an overtime rate of not less than one and one-half times his/her their regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, employees shall be exempt from overtime rules if they are employed as teachers or school administrators or if they qualify as being employed in an executive, administrative, or professional capacity and are paid a fixed salary at or above the salary level established by federal regulations monthly salary that is at least twice the state minimum wage for full-time employment. (Labor Code 510, 515; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

Note: The following optional paragraph is for use by districts that allow employees to take compensatory time off in lieu of overtime compensation as authorized by 29 USC 207 and 29 CFR 553.20-553.25. Time off in lieu of overtime compensation is allowed only if provided for in a collective bargaining agreement or other agreement and must be provided at the rate of at least one and one-half hours for each hour of overtime work.

Pursuant to 29 CFR 553.21, an employee must be allowed to use earned compensatory time within a "reasonable period" after making the request. 29 CFR 553.25 provides that a "reasonable period" is determined on a case-by-case basis by considering customary work practices such as the normal work

schedule, anticipated peak workloads based on past experience, emergency requirements for staff and services, and the availability of qualified substitute staff.

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EMPLOYEE COMPENSATION (continued)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided **he/she the employee** has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt district operations. (29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Legal Reference: (see next page)

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EMPLOYEE COMPENSATION (continued)

Legal Reference:

EDUCATION CODE

45022-45061.5 Salaries, especially:

45023 Availability of salary schedule

45028 Salary schedule for certificated employees

45160-45169 Salaries for classified employees

45268 Salary schedule for classified service in merit system districts

GOVERNMENT CODE

3540-3549 Meeting and negotiating, especially:

3543.2 Scope of representation

3543.7 Duty to meet and negotiate in good faith

LABOR CODE

226 Employee access to payroll records

232 Disclosure of wages

510 Overtime compensation; length of work day and week; alternative schedules

515 Overtime exemption for administrative, executive, and professional employees

CODE OF REGULATIONS, TITLE 8

11040 Wages and hours; definitions of administrative, executive, and professional employees

UNITED STATES CODE, TITLE 26

409A Deferred compensation plans

UNITED STATES CODE, TITLE 29

201-219 Fair Labor Standards Act, especially:

203 Definitions

207 Overtime

213 Exemptions from minimum wage and overtime requirements

CODE OF FEDERAL REGULATIONS, TITLE 26

1.409A-1 Definitions and covered plans

CODE OF FEDERAL REGULATIONS, TITLE 29

516.4 Notice of minimum wage and overtime provisions

516.5-516.6 Records

541.0-541.710 Exemptions for executive, administrative, and professional employees

553.1-553.51 Fair Labor Standards Act; applicability to public agencies

COURT DECISIONS

Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421

Management Resources:

WEB SITES

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

Internal Revenue Service: <http://www.irs.gov>

School Services of California, Inc.: <http://www.sscal.com>

U.S. Department of Labor, Wage and Hour Division: <https://www.dol.gov/whd>

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Policy Reference UPDATE Service

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CSBA Sample Board Policy

Students

BP 5116.1(a)

INTRADISTRICT OPEN ENROLLMENT

Note: Education Code 35160.5 **mandates** that **governing boards** **the Governing Board** establish an open enrollment policy within the district for residents of the district. This requirement does not apply to districts with only one school or with schools that do not serve any of the same grade levels.

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also maximizing the efficient use of district facilities **and resources**. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

(cf. 5116.2 - Involuntary Student Transfers)

(cf. 5117 - Interdistrict Attendance)

Note: Education Code 35160.5 **mandates** that the district's intradistrict open enrollment policy contain the following provision.

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of their residence within the district. (Education Code 35160.5)

(cf. 5111.1 - District Residency)

The Board shall annually review this policy. (Education Code 35160.5, 48980)

Enrollment Priorities

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

(cf. 5116 - School Attendance Boundaries)

Note: The following list of intradistrict enrollment priorities should be modified to reflect district practice. Districts must establish priority for circumstances under which the district is required by state or federal law to offer intradistrict enrollment opportunities (items #1-~~3~~ **4** below). Anticipated need for these transfers should be considered in determining capacity of district schools for other intradistrict transfers allowed by the district pursuant to items #~~4-6~~ **5-7** below.

The Every Student Succeeds Act (ESSA) (P.L. 114-95) repealed 20 USC 6316 which had required districts to offer intradistrict transfers to all students in Title I schools identified for program improvement in the first year or beyond. The district may, but is not required to, offer such transfers beginning in the 2016-17 school year. Districts that choose to offer such transfers may expand the following list accordingly.

INTRADISTRICT OPEN ENROLLMENT (continued)

The Superintendent or designee shall grant priority **for the enrollment of a student in a district school** to any district student to attend another district school, including a charter school, outside of his/her **the student's** attendance area, **if the student as follows:**

Note: Education Code 48350-48361 allow a student attending an "open enrollment" school, as identified by the Superintendent of Public Instruction, to transfer to another school that has a higher Academic Performance Index (API), either within the district or in another district. For details regarding such transfers, see BP/AR 5118—Open Enrollment Act Transfers. However, the California Department of Education (CDE) did not produce an Open Enrollment Act list for the 2016-17 school year due to the suspension of the API. The CDE has posted the 2015-16 Open Enrollment Act list on its web site for use in the 2016-17 school year, but cautions that the list is based on the results of 2013 state assessments developed under prior state content standards and that the assessment results of schools on that list may have improved.

~~1. Any student enrolled in a district school that has been identified on the state's Open Enrollment Act list (Education Code 48354)~~

~~(cf. 5118—Open Enrollment Act Transfers)~~

~~2.1. Any student Is~~ enrolled in a district school designated by the California Department of Education **(CDE)** as "persistently dangerous" (20 USC 7912; 5 CCR 11992)

~~(cf. 0450 - Comprehensive Safety Plan)~~

~~3.2. Any student who is Is~~ a victim of a violent crime while on school grounds (20 USC 7912)

Note: Education Code 46600, as amended by AB 1127 (Ch. 781, Statutes of 2019), requires a district to approve an intradistrict transfer request for a student who is a victim of bullying, as defined in Education Code 48900.

If the school requested is at maximum capacity and no other district school offers the student's grade level, the student may request an interdistrict transfer and the transfer may not be prohibited by the district; see BP 5117 - Interdistrict Attendance and AR 5131.2 - Bullying.

3. Is a victim of an act of bullying committed by another district student, as determined through an investigation following the parent/guardian's submission of a written complaint with the school, district, or local law enforcement agency pursuant to Education Code 234.1 (Education Code 46600)

If the district school requested by the student is at maximum capacity, the Superintendent or designee shall accept an intradistrict transfer request for another district school. (Education Code 46600)

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

~~(cf. 5131.2 - Bullying)~~

INTRADISTRICT OPEN ENROLLMENT (continued)

Note: Item #4 is for use by any district whose board has elected, pursuant to 20 USC 6311, to provide the option for intradistrict transfer to all students in a school identified by the California Department of Education (CDE) for comprehensive support and improvement; see BP 0520.1 - Comprehensive and Targeted Support and Improvement. If the Board allows student transfers on this basis, priority must be given to the lowest achieving students from low-income families, as determined by the district for the purpose of allocating funds to schools pursuant to 20 USC 6313(a)(3). The district may revise item #4 to reflect the criteria used by the district to identify the lowest achieving students.

4. Is currently enrolled in a district school identified by CDE for comprehensive support and improvement, with priority given to the lowest academically achieving students from low-income families as determined pursuant to 20 USC 6313(a)(3) (20 USC 6311)

(cf. 0520.1 - Comprehensive and Targeted Support and Improvement)

Note: Education Code 35160.5 permits, but does not require, the district's policy to include any or all of the following priorities. Items #4-6 5-7 below are **optional** and should be deleted or modified to reflect enrollment priorities in the district.

Education Code 35160.5 makes no provision related to the duration of any transfer granted pursuant to items #4-6 5-7. See the accompanying administrative regulation.

- 4.5. ~~Upon a finding that~~ **Is experiencing** special circumstances ~~exist~~ that might be harmful or dangerous to the student in the current attendance area. ~~Special circumstances include,~~ **including**, but ~~are~~ not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such student may transfer to a district school that is at capacity and otherwise closed to transfers. To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)
- a. A written statement from a representative of an appropriate state or local agency, including, but not necessarily limited to, a law enforcement official, **or a social worker, or a properly licensed or registered professional, such as a psychiatrist, psychologist, or marriage and family therapist, including, but not necessarily limited to, a psychiatrist, psychologist, marriage and family therapist, clinical social worker, or professional clinical counselor**
 - b. A court order, including a temporary restraining order and injunction
- 5-6. **Is a** Any sibling of **a another** student already ~~in attendance in~~ **attending** that school
- 6-7. ~~Any student whose~~ **Has a** parent/guardian ~~is assigned to that school as his/her~~ **whose** primary place of employment **is that school**

INTRADISTRICT OPEN ENROLLMENT (continued)

Application and Selection Process

Note: Education Code 48354 requires the district to give priority for enrollment to students residing in the district before admitting students seeking to transfer from an open enrollment school outside of the district. In order to accurately determine the number of slots available for interdistrict transfers, the district should set an application window for parents/guardians to apply for intradistrict open enrollment that precedes the district's application window under the Open Enrollment Act. For language regarding the application window under the Open Enrollment Act, see BP/AR 5118 – Open Enrollment Act Transfers.

The district should specify the intradistrict open enrollment application window, if any, in the blank provided in the following paragraph.

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law **and Board policy**, applications for intradistrict open enrollment shall be submitted between April 1 through May 15 of the school year preceding the school year for which the transfer is requested.

Note: Education Code 35160.5 **mandates** that the district's intradistrict open enrollment policy contain all the elements listed in the remainder of this section.

Education Code 35160.5 requires districts to calculate capacity in a nonarbitrary manner using student enrollment and available space. The law does not provide a specific formula for the calculation, but the district may want to include unique factors specific to the school to calculate available space, such as class size reduction requirements and space needs for specialized programs. The district may modify the following paragraph to include the specific formula for calculating school capacity for schools within the district.

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

Note: Pursuant to Education Code 35160.5, the district must use a random, unbiased process (e.g., a lottery) to select students for intradistrict open enrollment when requests for admission exceed the capacity of the school. The California Attorney General (85 Ops.Cal.Atty.Gen. 95 (2002)) has opined that a "first come, first served" selection policy does not constitute a random, unbiased process.

An exception in Education Code 35160.5 gives districts the authority to maintain appropriate racial and ethnic balances across district schools. However, in Crawford v. Huntington Beach Union High School District, a California appellate court held that a district's intradistrict enrollment policy which contained a racial and ethnic balance component as authorized by Education Code 35160.5 was unconstitutional. According to the court, the constitutional provisions added by Proposition 209 prohibit a district from adopting a policy containing different admission criteria on the basis of race. Because of the legal uncertainty surrounding this issue, the following paragraph does not reflect the provisions of Education Code 35160.5 relative to racial and ethnic balance. The district should consult legal counsel regarding any policy or regulation dealing with maintenance of racial or ethnic balance.

INTRADISTRICT OPEN ENROLLMENT (continued)

Except for **the enrollment** priorities listed above, the Superintendent or designee shall use a random, unbiased selection process to determine **who which students** shall be admitted whenever **the a district** school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, ~~except that~~ **However,** existing entrance criteria **may be used** for **enrolling students in** specialized schools or programs, ~~may be used~~ provided that the criteria are uniformly applied to all applicants. **In addition, a** academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

(cf. 6172 - Gifted and Talented Student Program)

Transportation

Note: The following section ~~is optional and~~ may be revised to reflect district practice. ~~Districts that do not provide transportation should delete this section.~~

~~Pursuant to the CDE's Every Student Succeeds Act 2016-17 School Year Transition Plan (April 2016) and its Public School Choice FAQs, districts must continue to set aside Title I, Part A funds for transportation costs for students who transferred out of program improvement schools prior to the 2016-17 school year and for students who the district chooses to allow to transfer in the 2016-17 school year. In accordance with the CDE's transition plan and the U.S. Department of Education's Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions (May 2016), any student who transferred under this option prior to the 2016-17 school year must be allowed to remain in the school of enrollment until he/she completes the highest grade offered in the school; see the accompanying administrative regulation.~~

~~The district is not obligated to provide transportation for students who are transferring pursuant to the Open Enrollment Act. The district ~~also~~ is not obligated to provide transportation for students who are victims of violent criminal offenses or those who wish to transfer out of "persistently dangerous" schools pursuant to 20 USC 7912. If a district chooses to make transportation available to such students, it may use certain federal funds (e.g., Title IV, Part A, and Title V, Part A) to cover the costs. When a district chooses to provide transportation, U.S. Department of Education Guidance (Unsafe School Choice Option) clarifies that the district is not obligated to continue providing or paying for transportation after the school is no longer designated as "persistently dangerous."~~

In addition, pursuant to 20 USC 6311, the district may use up to five percent of its Title I allocation to pay for the transportation of students who transferred out of a school identified by CDE for comprehensive support and improvement.

~~Except as required for students who transferred out of a Title I program improvement school,~~ **In general,** the district shall not be obligated to provide transportation for students who attend school outside their attendance area.

INTRADISTRICT OPEN ENROLLMENT (continued)

Note: Pursuant to Education Code 46600, as amended by AB 1127, the district must provide transportation assistance to a student who is eligible for free or reduced-price meals and receives an intradistrict transfer as a result of being a victim of bullying. The district may, but is not required to, provide transportation assistance to any other student who is a victim of bullying.

However, upon parent/guardian request, the district shall provide transportation assistance to any student who is eligible for free or reduced-price meals and whose enrollment in a district school outside the student's attendance area is a result of being a victim of bullying. (Education Code 46600)

(cf. 3250 - Transportation Fees)

(cf. 3540 - Transportation)

Legal Reference:

EDUCATION CODE

200 Prohibition against discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48200 Compulsory attendance

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

~~48350-48361 Open Enrollment Act~~

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6311 State plans

6313 Eligibility of schools and school attendance areas; funding allocation

7912 Transfers from persistently dangerous schools

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 *Ops.Cal.Atty.Gen.* 95 (2002)

Management Resources: (see next page)

INTRADISTRICT OPEN ENROLLMENT (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Public School Choice FAQs

Every Student Succeeds Act - Update #8, July 14, 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, rev. May 4, 2016

Unsafe School Choice Option, May 2004

WEB SITES

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

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

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

(3/11 7/16) 12/19

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CSBA Sample Administrative Regulation

Students

AR 5116.1(a)

INTRADISTRICT OPEN ENROLLMENT

~~Note: The following administrative regulation addresses intradistrict transfers for victims of a violent criminal offense and students in a "persistently dangerous" school pursuant to 20 USC 7912 and other intradistrict open enrollment options authorized by Education Code 35160.5. For interdistrict transfers under the Open Enrollment Act pursuant to Education Code 48350-48361, see BP/AR 5118—Open Enrollment Act Transfers.~~

Transfers for Victims of a Violent Criminal Offense

Note: 20 USC 7912 requires the state to establish and implement a policy requiring that any student who becomes a victim of a violent criminal offense while on school grounds be provided an option to transfer to another district school, including a charter school; see the accompanying Board policy. 20 USC 7912 does not specify which offenses constitute a "violent criminal offense" for purposes of the victim transfer option. According to the California Department of Education (CDE), districts should consider the specific circumstances of the incident on a case-by-case basis, as specified below. The following two paragraphs are consistent with ~~the~~ CDE's guidance.

U.S. Department of Education (USDOE) Guidance, Unsafe School Choice Option, suggests that districts should notify parents/guardians of the transfer option "generally within 14 days" after the determination that the student has been a victim of a violent offense. ~~In making this offer, the Guidance encourages districts to take into account the needs and preferences of the affected student and parents/guardians.~~ A sample parent/guardian notification letter is available on ~~the~~ CDE's web site.

Within a reasonable amount of time, not to exceed 14 **calendar** days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. In making the determination that a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

The Superintendent or designee shall consider the needs and preferences of the affected student and **his/her** parent/guardian in making the offer. If the parent/guardian elects to transfer ~~his/her child~~ **the student**, the transfer shall be completed as soon as practicable.

Transfers from a "Persistently Dangerous" School

Note: 20 USC 7912 requires the state to establish and implement a policy requiring that all students attending a "persistently dangerous" school be provided an option to transfer to a safe school within the district, including a charter school; see the accompanying Board policy. Pursuant to 5 CCR 11992 and 11993, a school is designated as "persistently dangerous" based on the number of nonstudent firearms

violations and the number of student expulsions pursuant to specified Education Code sections over a period of three consecutive years.

AR 5116.1(b)

INTRADISTRICT OPEN ENROLLMENT (continued)

USDOE Guidance, Unsafe School Choice Option, provides that a district with one or more schools identified as "persistently dangerous" must, in a timely manner, notify parents/guardians about the school's designation and offer the opportunity to transfer. **Although the law does not specify a timeline for the notice, the Guidance provides an example of 10 school days from the time the district learns of the school's identification as "persistently dangerous."**

According to the USDOE Guidance, districts should complete transfers of students as quickly as possible, and must offer students who attend persistently dangerous schools the opportunity to transfer to a safe school at least 14 calendar days before the start of the school year. Parental notification regarding the status of the school and the offer to transfer students may be made simultaneously. CDE suggests that transfers of students out of a "persistently dangerous" school generally be completed within 30 school days of notification of the school's designation. According to CDE, "timely notification" to parents/guardians should be made within 10 school days and a timely offer of transfer within 20 school days from the time the district learns of the designation, although these two notifications may be combined. Timelines in the following two optional paragraphs may **Timelines in the following section should be revised to reflect district practice.**

Upon receipt of notification from the California Department of Education (CDE) that a district school has been designated as "persistently dangerous," **the Superintendent or designee shall provide parents/guardians of students attending the school with the following notifications intradistrict transfers shall be granted as follows:**

1. Within 10 days of receipt of the notification from CDE, **the Superintendent or designee shall provide parents/guardians of students attending the school with notice of the school's designation. Along with this notification, or at least 14 calendar days before the start of the school year, the Superintendent or designee shall provide a list of other district schools to which any student of the school that is designated as persistently dangerous may transfer.**
2. ~~Within 20 days of receipt of the notification from CDE, notice of the option to transfer their child~~

(cf. 0450 - Comprehensive Safety Plan)

2. Parents/guardians who desire to transfer their child out of a "persistently dangerous" **the** school shall provide a written **request response** to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. **The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.**
3. The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints

or other considerations. **The Superintendent or designee shall notify the parents/guardians of the assigned school.**

AR 5116.1(c)

INTRADISTRICT OPEN ENROLLMENT (continued)

4. For students whose parents/guardians accept the offer, the transfer shall **generally be made within 30 school days of receiving the notice of the school's designation from the CDE be made as quickly as possible.** If **the** parents/guardians decline the assigned school, the student may remain in **his/her the** current school.

Note: USDOE Guidance, Unsafe School Choice Option, advises that the district can determine whether transfers will be temporary or permanent, but transfers must remain in effect as long as the student's original school is identified as persistently dangerous. The following **optional** paragraph reflects USDOE suggestions as to factors that might be considered in determining whether the transfer should be permanent and may be revised to reflect district practice.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

Note: USDOE Guidance, Unsafe School Choice Option, encourages, but does not require, districts to develop a transfer program with a neighboring district. The following paragraph is **optional**.

The Superintendent or designee shall cooperate with neighboring districts to develop an interdistrict transfer program in the event that space is not available in a district school.

(cf. 5117 - Interdistrict Attendance)

Other Intradistrict Open Enrollment

Note: The following section provides **optional** procedures for intradistrict enrollment pursuant to Education Code 35160.5 and may be revised to reflect district practice.

Except for transfers for victims of a violent crime and from a "persistently dangerous school," the following procedures shall apply to intradistrict open enrollment:

1. The Superintendent or designee shall identify those schools which may have space available for additional students. A list of those schools and open enrollment applications shall be available at each school site, the district office, and on the district's web site.

Note: Because Education Code 35160.5 requires the use of a lottery process, openings which occur later during the year should be filled only by applicants whose names are drawn in the lottery. Late applicants should not be added to the waiting list, but should instead wait for a subsequent lottery.

2. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are spaces available, a

AR 5116.1(d)

INTRADISTRICT OPEN ENROLLMENT (continued)

- random drawing shall be held from the applicant pool. A waiting list shall be established to indicate the order in which applicants may be accepted if openings occur during the year. Late applicants shall not be added to the waiting list for the current year but shall instead wait for a subsequent lottery.
3. The Superintendent or designee shall provide written notification to applicants as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
 4. Approved applicants must confirm their enrollment within 10 school days.

Note: ~~The Every Student Succeeds Act (P.L. 114 95) repealed 20 USC 6316 which had required districts to offer intradistrict transfers to all students in Title I schools identified for program improvement (PI). In accordance with the USDOE's Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions (May 2016) and the CDE's Every Student Succeeds Act – Update #8 any student who previously transferred under this option must be allowed to remain in the school of enrollment until he/she completes the highest grade offered in the school, as provided below.~~

~~The USDOE's Frequently Asked Questions and the CDE's transition plan provide that districts may, at their discretion, continue to offer intradistrict transfers to any additional eligible students; see the accompanying Board policy. Districts that choose to offer such transfers may revise the following paragraph to reflect district practice. The USDOE and CDE resources do not expressly address whether students who transfer in such cases must be allowed to remain in the school of enrollment until the highest grade at the school. For consistency with previous years and with provisions in 20 USC 6311 pertaining to any transfers granted to students in schools identified for "comprehensive support and improvement" beginning in the 2018-19 school year, it is recommended that districts allow any student who transfers with the opportunity to subsequently stay in the school of enrollment.~~

The following paragraph is for use by districts that offer intradistrict transfers to students enrolled in a school that has been identified by CDE for comprehensive support and improvement. See the accompanying Board policy.

Any student who, ~~prior to the 2016-17 school year, was granted a transfer out of a Title I school that had been identified for program improvement~~ **is granted a transfer out of a school that had been identified by CDE for comprehensive support and improvement** shall be allowed to remain in the school of enrollment until ~~he/she completes~~ **completing** the highest grade offered at that school. **(20 USC 6311)**

(cf. 0520.1 - Comprehensive and Targeted Support and Improvement)

Note: The following paragraph is **optional**. Education Code 35160.5 makes no provision related to the duration of any transfer granted pursuant to Education Code 35160.5. Thus, it appears to be within the district's discretion to determine whether students who do not reside within a school's attendance area should be required to reapply for open enrollment each year. However, Education Code 35160.5 specifies that a

student currently residing within a school's attendance area cannot be displaced by another student transferring from outside the attendance area.

AR 5116.1(e)

INTRADISTRICT OPEN ENROLLMENT (continued)

A student granted intradistrict enrollment under other circumstances shall not be required to reapply for readmission but may be subject to displacement due to excessive enrollment.

Any complaints regarding the open enrollment process shall be submitted in accordance with the applicable complaint procedure.

(cf. 1312.3 - Uniform Complaint Procedures)

Notifications

Notifications shall be sent to parents/guardians at the beginning of each school year describing all current statutory attendance options and local attendance options available in the district. Such notification shall include: (Education Code 35160.5, 48980)

1. All options for meeting residency requirements for school attendance

(cf. 5111.1 - District Residency)

(cf. ~~5118 - Open Enrollment Act Transfers~~)

2. Program options offered within local attendance areas
3. A description of any special program options available on both an interdistrict and intradistrict basis
4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied
5. A district application form for requesting a change of attendance
6. The explanation of attendance options under California law as provided by **the** CDE

(cf. 5145.6 - Parental Notifications)

CSBA Sample Board Policy

Students

BP 5117(a)

INTERDISTRICT ATTENDANCE

Note: The Education Code provides a number of options under which a district may enroll a student whose parent/guardian does not reside within district boundaries. Under an "interdistrict attendance permit" or "reciprocal agreement" pursuant to Education Code 46600-46610, a student may attend school in a different district when both the district of residence and the district of proposed attendance agree (Option 1 below). Alternatively, pursuant to Education Code 48300-48317, the Governing Board may declare the district to be a "school district of choice" willing to accept a specific number of interdistrict transfers into the district through a random selection process (Option 2 below). In order to maintain the integrity of the random selection process, it is recommended that a school district of choice not also accept transfers under the interdistrict attendance permit option except when extraordinary circumstances exist, as provided in Option 2 below. Districts that wish to use both sources of authority should consult legal counsel.

In addition, pursuant to Education Code 48204, a district may authorize a student whose parent/guardian is employed within district boundaries to attend a school in the district (Allen bill transfer); see AR 5111.1 - District Residency.

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district.

(cf. 5111.1 - District Residency)

(cf. 5116.1 - Intradistrict Open Enrollment)

Interdistrict Attendance Agreements and Permits

Note: The following section is for use by districts that have entered into an agreement with one or more other districts to accept student transfers through interdistrict attendance permits pursuant to Education Code 46600-46610. Districts selecting this option should also select Option 1 in the accompanying administrative regulation.

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

Note: Education Code 46600 requires that the interdistrict attendance agreement specify the terms and conditions under which individual permits may be granted or denied. In addition, pursuant to Education Code 46600, students who have been granted an interdistrict attendance permit must be allowed to continue to attend the school without having to reapply unless the agreement between the two districts contains specific agreed-upon standards for reapplication; see the accompanying administrative regulation. Districts also may include in the agreement the agreed-upon standards for revocation of students' interdistrict attendance. Examples of conditions that may result in revocation include falsification of information stated on the permit application, unsatisfactory attendance, continual disruption, or poor academic achievement.

INTERDISTRICT ATTENDANCE (continued)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed **to upon** by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Note: Pursuant to Education Code 46600, it is the responsibility of the superintendent or designee of the district of residence, subject to board policies of the district of residence and terms of the agreement, to issue an individual permit verifying the district's approval of an interdistrict transfer out of the district. The permit shall become valid when endorsed by the board's designee in the district of proposed enrollment.

See the accompanying administrative regulation for procedures to follow when the permit is denied.

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

Transportation

Note: The following **optional** section is for use by all districts and should be revised to reflect district practice. Districts are not required to provide transportation or transportation assistance to students admitted under an interdistrict attendance permit pursuant to Education Code 46600-46610, **except that Education Code 46600, as amended by AB 1127 (Ch. 781, Statutes of 2019), requires the district of enrollment to provide transportation assistance to a student who is eligible for free or reduced price meals and is either a child of an active military duty parent/guardian or a victim of an act of bullying, as defined in Education Code 48900.**

Pursuant to Education Code 48311, a school district of choice is authorized, but not required, to provide transportation assistance to the extent that the district otherwise provides transportation assistance to students.

Upon parent/guardian request, the district shall provide transportation assistance to a student receiving an interdistrict transfer who is eligible for free and reduced-price meals and is the child of an active duty military parent/guardian or a victim of bullying, as defined in Education Code 46600. (Education Code 46600)

(cf. 3553 - Free and Reduced Price Meals)

~~The district shall not provide transportation beyond any school attendance area. Upon In~~ **addition, upon** request of a student's parent/guardian, the Superintendent or designee may authorize transportation for ~~an~~ **any** interdistrict transfer student to and from designated bus stops within the attendance area of the school that the student attends if space is available.

INTERDISTRICT ATTENDANCE (continued)

Legal Reference:

EDUCATION CODE

8151 Apprentices, exemption from interdistrict attendance agreement

41020 Annual district audits

46600-46610 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48317 Student attendance alternatives, school district of choice program

48900 Grounds for suspension or expulsion; definition of bullying

48915 Expulsion; particular circumstances

48915.1 Expelled individuals; enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

48985 Notices to parents in language other than English

52317 Regional occupational center/program, enrollment of students, interdistrict attendance

CALIFORNIA CONSTITUTION

Article 1, Section 31 Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin

ATTORNEY GENERAL OPINIONS

87 Ops. Cal. Atty. Gen. 132 (2004)

84 Ops. Cal. Atty. Gen. 198 (2001)

COURT DECISIONS

Walnut Valley Unified School District v. the Superior Court of Los Angeles County (2011) 192 Cal.App.4th 234

Crawford v. Huntington Beach Union High School District (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

87 Ops. Cal. Atty. Gen. 132 (2004)

84 Ops. Cal. Atty. Gen. 198 (2001)

Management Resources:

WEB SITES

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

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

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CSBA Sample Administrative Regulation

Students

AR 5117(a)

INTERDISTRICT ATTENDANCE

OPTION 1: Interdistrict Attendance Agreements and Permits

Note: The following option is for use by districts that have entered into an agreement with one or more other school districts to accept transfers through the "interdistrict attendance permit" or "reciprocal agreement" process pursuant to Education Code 46600-46610. (See Option 1 in the accompanying Board policy.) In 87 Ops.Cal.Atty.Gen. 132 (2004), the Attorney General opined that districts could not charge students a fee for processing applications for interdistrict attendance.

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student of either district to enroll in the other district may be issued upon approval of both districts.

Note: Pursuant to Education Code 46600.2, as added by AB 2826 (Ch. 550, Statutes of 2018), districts are required to post on their web sites, in a manner accessible to the public without a password, the procedures and timelines regarding a request for an interdistrict transfer permit.

The district shall post on its web site the procedures and timelines for requesting an interdistrict transfer permit, including a link to BP 5117 - Interdistrict Attendance. The posted information shall include, but is not limited to: (Education Code 46600.1, 46600.2)

1. The date upon which the district will begin accepting and processing interdistrict transfer requests for the following school year
2. The reasons for which the district may approve or deny a request, and any information or documents that must be submitted as supporting evidence
3. If applicable, the process and timelines by which a denial of a request may be appealed within the district before the district renders a final decision
4. A statement that failure of a parent/guardian to meet any timelines established by the district shall be deemed an abandonment of the request
5. Applicable timelines for processing a request, including the following statements:
 - a. For an interdistrict transfer request received by the district 15 or fewer calendar days before the commencement of instruction in the school year for which the transfer is sought, the district will notify the parent/guardian of its final decision within 30 calendar days from the date the request was received.

INTERDISTRICT ATTENDANCE (continued)

- b. For an interdistrict transfer request received by the district more than 15 days before the commencement of instruction in the school year for which the interdistrict transfer is sought, the district will notify the parent/guardian of its final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction in the school year for which transfer is sought.
6. The conditions under which an existing interdistrict transfer permit may be revoked or rescinded

Note: Education Code 46600 requires districts to give priority for interdistrict attendance permits to a student who is a victim of an act of bullying, as provided below. For this purpose, Education Code 48900(r) defines bullying to include, but not be limited to, bullying committed by means of an electronic act directed specifically toward the student; see AR 5144.1 - Suspension and Expulsion/Due Process.

Priority for interdistrict attendance shall be given to a student who has been determined, **through an investigation** by **staff of** either the district of residence or district of proposed enrollment, to be a victim of an act of bullying, as defined in Education Code 48900(r), committed by a student of the district of residence. (Education Code 46600)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131.2 - Bullying)

Note: As amended by AB 1127 (Ch. 781, Statutes of 2019), Education Code 46600 requires districts to ensure that students who are victims of bullying or are children of active duty military parents/guardians be selected through an unbiased process that prohibits consideration of specified characteristics.

Until the district is at maximum capacity, the district shall accept any student whose interdistrict transfer application is based on being the victim of an act of bullying or a child of an active duty military parent/guardian. The district shall ensure that such students are admitted through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether or not a student should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Education Code 220, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status. (Education Code 46600)

In addition, the Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:

Note: **Optional** items #1-11 below should be revised and/or deleted to reflect district practice.

1. To meet the child care needs of the student, only as long as the student's child care provider remains within district boundaries

INTERDISTRICT ATTENDANCE (continued)

(cf. 5148 - Child Care and Development)

2. To meet the student's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel

(cf. 6159 - Individualized Education Program)

3. When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance
4. To allow the student to complete a school year when the student's parents/guardians have moved out of the district during that year
5. To allow the student to remain with a class graduating that year from an elementary, middle, or senior high school
6. To allow a high school senior to attend the same school attended as a junior, even if the student's family moved out of the district during the junior year
7. When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the school year in the district
8. When the student will be living out of the district for one year or less
9. When recommended by the school attendance review board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.12 - District School Attendance Review Board)

10. When there is valid interest in a particular educational program not offered in the district of residence
11. To provide a change in school environment for reasons of personal and social adjustment

Note: In 84 Ops.Cal.Atty.Gen. 198 (2001), the Attorney General opined that a lack of school facilities is a justifiable reason for denial of the interdistrict attendance permit request. However, according to the Attorney General, once the student is admitted, the district may not later deny the student continued attendance at a district school because of overcrowding. Although Attorney General opinions are not binding on the courts, they are generally afforded deference in the court when there is no specific statutory or case law to the contrary. The following paragraph is based on this Attorney General opinion.

INTERDISTRICT ATTENDANCE (continued)

The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district shall not deny continued attendance because of overcrowded facilities at the relevant grade level.

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

Note: Education Code 46600.2, as added by AB 2826, establishes the following timelines for notifying a student's parents/guardians of the district's final decision regarding the interdistrict transfer request.

If the transfer request is for a school year that begins within 15 calendar days of the receipt of the request, the Superintendent or designee shall notify the parent/guardian of the final decision within 30 calendar days of receiving the request. If the transfer request is for a school year that begins more than 15 calendar days after the receipt of the request, the parent/guardian shall be notified of the final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction during that school year. (Education Code 46600.2)

Note: Education Code 46600.2, as added by AB 2826, requires a district that denies a request for an interdistrict transfer to give written notice to the parent/guardian of the right to appeal to the County Board of Education.

Pursuant to Education Code 46601, parents/guardians may submit their appeal to the County Board within 30 calendar days of the district's final denial of the permit. The County Board then has 30 calendar days, unless extended by an additional five school days for good cause, to make its determination as to whether the student should be allowed to attend the district of proposed enrollment and the applicable period of attendance. However, Education Code 46601 allows a class 1 county (i.e., a county with a 1994-95 average daily attendance (ADA) of 500,000 or more for all districts in the county), until July 1, 2023, 60 calendar days to make its determination.

Pursuant to Education Code 46602, if the County Board determines that the student should be permitted to attend the district of proposed enrollment, the district shall admit the student without delay.

If a student's interdistrict transfer request is denied, the Superintendent or designee shall, in writing, notify the parents/guardians of their right to appeal to the County Board of Education within 30 calendar days from the date of the final denial. (Education Code 46600.2)

(cf. 5145.6 - Parental Notifications)

All notices to parents/guardians regarding the district's decision on any request for interdistrict transfer shall conform to the translation requirements of Education Code 48985, and may be provided by regular mail, electronic format if the parent/guardian provides an email address, or by any other method normally used to communicate with parents/guardians in writing. (Education Code 46600.2)

INTERDISTRICT ATTENDANCE (continued)

Pending a decision by the two districts or by the County Board on appeal, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months, provided the district is the district of proposed enrollment. If the decision has not been rendered by the conclusion of two school months and the districts or County Board is still operating within the prescribed timelines, the student shall not be allowed to continue attending the district school to which the student was provisionally admitted. (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or rescissions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

(cf. 5119 - Students Expelled from Other Districts)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Once a student is admitted to a school on the basis of an interdistrict attendance permit, the student shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school of enrollment, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. Existing interdistrict attendance permits shall not be rescinded after June 30 following a student's completion of grade 10 or for any student entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

Transfers Out of the District

Note: The following optional section is for use by all districts.
--

A student whose parent/guardian is in active military duty shall not be prohibited from transferring out of the district, provided the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

Note: Pursuant to Education Code 46600, as amended by AB 1127, the district cannot prohibit a transfer out of the district for a victim of bullying if the district has only one school offering the student's grade level and thus is unable to grant an intradistrict transfer.
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If the district is unable to provide an intradistrict transfer to a student who is a victim of an act of bullying, as defined in Education Code 46600, the district shall not prohibit

INTERDISTRICT ATTENDANCE (continued)

the student from transferring out of the district if the district of proposed enrollment approves the application for transfer. (Education Code 46600)

The district may limit transfers out of the district to a school district of choice under any of the following circumstances: (Education Code 48307)

Note: Even if a district has not designated itself as a school district of choice, it has the authority pursuant to Education Code 48307 to limit the number of students transferring out of the district into other districts that have designated themselves as school districts of choice. A district with an ADA of more than 50,000 may annually limit the number of such transfers to one percent of its current year estimated ADA. A district with an ADA of 50,000 or less may limit the number of such transfers to three percent of its current estimated ADA and may limit the maximum number of such transfers for the duration of the program to 10 percent of the ADA for that period. In Walnut Valley Unified School District v. Superior Court of Los Angeles County, the appellate court held that the 10 percent cap on outbound transfers "for the duration of the program" should be based on the district's ADA over the entire life of the district of choice program (i.e., from the program's inception in 1994 until the present day). The district may revise item #1 to reflect the applicable percentage in Education Code 48307 based on its ADA.

1. The number of student transfers out of the district to a school district of choice has reached the limit specified in Education Code 48307 based on the district's average daily attendance.
2. The County Superintendent of Schools has given the district a negative budget certification or has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice.

(cf. 3100 - Budget)

Note: Item #3 is **optional** and should be revised to reflect district practice. Education Code 48307 authorizes the district to prohibit a transfer out of the district under the school district of choice program if the Board determines that the transfer would negatively impact a court-ordered desegregation plan, a voluntary desegregation plan, or the racial and ethnic balance of the district. Education Code 48307 provides that denial of transfers on the basis of a voluntary desegregation plan or the racial and ethnic balance of the district must be consistent with the constitutional provisions added by Proposition 209 in 1996 (California Constitution, Article 1, Section 31). It is recommended that districts consult legal counsel before adopting policy to allow denial of transfers on either of these bases.

3. The Board determines that the transfer would negatively impact any of the following: (Education Code 48307)
 - a. A court-ordered desegregation plan
 - b. A voluntary desegregation plan of the district, consistent with the California Constitution, Article 1, Section 31

INTERDISTRICT ATTENDANCE (continued)

- c. The racial and ethnic balance of the district, consistent with the California Constitution, Article 1, Section 31

(10/17 3/19) 12/19

CSBA Sample Board Policy

Students

BP 5118(a)

OPEN ENROLLMENT ACT TRANSFERS

Note: The Open Enrollment Act (Education Code 48350-48361) provides students enrolled in one of the 1,000 "low-achieving" schools identified by the Superintendent of Public Instruction with the option to enroll in a higher-achieving school. However, because the Academic Performance Index has been suspended, the list of schools has not been updated since the 2015-16 school year and is based on the results of 2013 state assessments developed under prior state content standards.

The following **optional** policy and accompanying administrative regulation are for use by all districts since even districts without a school on the Open Enrollment List may receive applications from students attending a school on the list in a neighboring district.

The Governing Board desires to offer enrollment options in order to provide children with opportunities for academic achievement that meet their diverse needs. Such options shall also be provided to children who reside within another district's boundaries in accordance with law, Board policy, and administrative regulation.

Whenever a student is attending a district school on the Open Enrollment List as identified by the Superintendent of Public Instruction, he/she may transfer to another school within or outside of the district, as long as the school to which he/she is transferring has a higher Academic Performance Index. (Education Code 48354, 48356)

Note: It is unclear whether the Open Enrollment Act grants students who are attending an open enrollment school the right to transfer to another school within the district as well as outside of the district. In order to avoid conflict with the statute authorizing intradistrict open enrollment, the following policy and administrative regulation require students who wish to transfer to another district school to use the district's policy and procedures created pursuant to Education Code 35160.5; see BP/AR 5116.1—Intradistrict Open Enrollment. The following **optional** sentence should be modified to reflect district practice.

A parent/guardian whose child is attending a district school on the Open Enrollment List and who wishes to have his/her child attend another school within the district shall apply for enrollment using BP/AR 5116.1—Intradistrict Open Enrollment.

(cf. 5116.1—Intradistrict Open Enrollment)

(cf. 5117—Interdistrict Attendance)

Note: Education Code 48354 and 48356 require districts to establish a period of time for resident student enrollment and for accepting transfer applications. In establishing timelines for transfer applications under the Open Enrollment Act, the district should consider how these timelines will align with timelines for other student enrollment options. Education Code 48354 requires the district to give priority for enrollment to students residing in the district; thus, districts must first admit those students, as well as students applying for intradistrict transfers, before admitting students from an open enrollment school outside of the district. See BP/AR 5111—Admission, AR 5111.1—District Residency, and BP/AR 5116.1—Intradistrict Open

OPEN ENROLLMENT ACT TRANSFERS (continued)

Enrollment. In order to accurately predict the number of slots that may be available, the timelines for accepting transfer applications under the Open Enrollment Act should also be consistent with the district's timelines for interdistrict attendance permits; see BP/AR 5117—Interdistrict Attendance.

However, the timelines specified in Education Code 48354 and 48357 for Open Enrollment Act transfers may conflict with the deadlines for these other attendance options. Education Code 48354 specifies that these transfer applications must be submitted by January 1 of the preceding school year. Education Code 48357 requires the district to notify parents/guardians within 60 days whether their application for a transfer from an open enrollment school has been accepted or rejected. Therefore, if a parent/guardian submits a transfer application on October 1, the district would need to provide notification of the application's status by December 1, even though the enrollment period for residents might still be open and the district would not yet know how many slots would be available for transfers at a specific school.

One way for a district to comply with these inconsistent statutory provisions is for the Governing Board to waive the January 1 deadline for receipt of all transfer applications, as authorized by Education Code 48354, and create an application window for submission of applications. Such an application window will result in the 60 day deadline for notification of an application's status to fall after the district's deadline by which residents need to enroll their children, allowing residents to receive enrollment priority as required by law.

Districts should specify the transfer application window, if any, in the blank provided in the following paragraph. Because Education Code 48361 specifies that a discretionary decision by the Board regarding the district's administration of the program may only be overturned if the Board acted in an arbitrary and capricious manner, these timelines should be rationally related to the timelines for other intradistrict and interdistrict transfers.

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, the Board hereby waives the January 1 deadline in Education Code 48354 for all applications for transfer from nonresident parents/guardians of children attending a school on the Open Enrollment List in another district. Transfer applications shall be submitted between _____ (*insert application window dates*) _____ of the preceding school year for which the transfer is requested.

(*cf. 5111.1—District Residency*)

Note: Education Code 48355 authorizes the district of residence or the district of enrollment to limit the number of students transferring out of or into the district if the Board determines that the transfer would negatively impact a court ordered or voluntary desegregation plan or the racial and ethnic balance of the district. However, in Crawford v. Huntington Beach Union High School District, an appellate court held that a district's intradistrict enrollment policy which contained a racial and ethnic balance component pursuant to Education Code 35160.5 was unconstitutional. According to the court, the constitutional provisions added by Proposition 209 prohibit a district from adopting a policy containing different admission criteria on the basis of race. Because of the legal uncertainty surrounding this issue, the following paragraph does not reflect the provisions of Education Code 48355 relative to racial and ethnic balance. Districts should consult legal counsel as necessary. The following **optional** paragraph is for use by districts with a court ordered or voluntary desegregation plan.

OPEN ENROLLMENT ACT TRANSFERS (continued)

The Board may deny a transfer out of or into the district upon a determination by the Board that the transfer would negatively impact a court-ordered or voluntary desegregation plan in accordance with Education Code 48355.

Standards for Rejection of Transfer Applications

Note: Education Code 48356 authorizes the district of enrollment to adopt specific written standards for rejection of a transfer application which may include a consideration of the capacity of a program, class, grade level, or school building or any adverse financial impact that may result from the transfer. The law is unclear whether a district may also consider students' discipline history when evaluating transfer applications. Districts that wish to consider disciplinary history should consult legal counsel.

Because Education Code 48361 specifies that a discretionary decision by the Board regarding the district's administration of the program may only be overturned if a court finds that the Board acted in an arbitrary and capricious manner, it is recommended that the standards be included in a Board-adopted policy and be supported by data specific to the district's capacity and financial situation as well as any specific findings by the Superintendent or designee. **Items #1-2 below are examples only. The district should be careful to modify the following section to delete any standards that are not applicable and modify or add any specific district standards, as appropriate. Legal counsel should also be consulted.**

Pursuant to Education Code 48356, the Board has adopted the following standards for acceptance and rejection of transfer applications submitted by a parent/guardian of a student attending a school in another district on the Open Enrollment List. The Superintendent or designee shall apply these standards in accordance with Board policy and administrative regulation and shall ensure that the standards are applied uniformly and consistently.

As applicable, the Superintendent or designee may deny a transfer application under any of the following circumstances:

1. Upon a determination that approval of the transfer application would negatively impact the capacity of a program, class, grade level, or school building, including:
 - a. The class or grade level exceeding the district's limits pursuant to the state Class Size Reduction Program or the Morgan/Hart Class Size Reduction Program for Grades 9-12
 - b. The site, classroom, or program exceeding the maximum student teacher ratio specified in the district's collective bargaining agreement
 - c. The site or classroom exceeding the physical capacity of the facility pursuant to the district's facilities master plan or other facility planning document
 - d. The class or grade level exceeding capacity pursuant items #a-#c above in subsequent years as the student advances to other grade levels at the school

OPEN ENROLLMENT ACT TRANSFERS (continued)

(cf. 6151 – Class Size)

(cf. 7110 – Facilities Master Plan)

2. Upon a determination that approval of the transfer application would have an adverse financial impact on the district, including:
 - a. The hiring of additional certificated or classified staff
 - b. The operation of additional classrooms or instructional facilities
 - c. Expenses incurred by the district that would not be covered by the apportionment of funds received from the state resulting in a reduction of the resources available to resident students

Appeal Process for Denials of Transfer Applications

Note: Education Code 48361 specifies that a discretionary decision by the Board regarding the district's administration of the program may be overturned if a court finds that the Board acted in an arbitrary and capricious manner. In order to help ensure that any rejection of a transfer application was not arbitrary, it is recommended that the district adopt a process that allows parents/guardians to appeal the Superintendent's or designee's denial to the Board.

The following section is **optional** and should be modified to reflect district practice.

A parent/guardian may appeal the district's denial of a transfer application to the Board by filing a written request of appeal with the Superintendent or designee within 10 days of the receipt of the written notification of denial. In addition, a parent/guardian who believes he/she has been subject to discrimination may file an appeal using the district's Uniform Complaint Procedures.

(cf. 1312.3 – Uniform Complaint Procedures)

The Board shall schedule an appeal hearing as soon as practicable at a regular or special meeting of the Board. At the hearing, the parent/guardian shall have the right to present oral or written evidence, rebut district evidence, and question any district witnesses. Unless the parent/guardian requests that the hearing be held in open session, the hearing shall be held in closed session in order to protect the privacy of students in accordance with law.

(cf. 9321 – Closed Session Purposes and Agendas)

The Board shall make its decision by the next regularly scheduled meeting and shall send its decision to all concerned parties. The Board's decision shall be final.

OPEN ENROLLMENT ACT TRANSFERS (continued)**Program Evaluation**

Note: Education Code 48359 encourages each district to collect data regarding the number of requests granted, denied, or withdrawn; the number of students who transfer out of and into the district; the race, ethnicity, gender, socioeconomic status, and district to and from which students are transferring; and the number of students classified as English learners or identified as individuals with disabilities transferring out of and into the district.

The following **optional** paragraph is consistent with Education Code 48359 and requires the Superintendent or designee to collect data regarding enrollment patterns to determine the space available at specific schools.

The Superintendent or designee shall collect data regarding the number of students who transfer out of the district pursuant to the Open Enrollment Act. He/she also shall collect data regarding the number of students who apply to transfer into the district, the number of requests granted, denied, or withdrawn, and the district schools and programs receiving applications.

When the Superintendent or designee anticipates that a particular school will receive a large number of transfer applications, he/she shall study the enrollment pattern at that school in order to anticipate future resident enrollment at the school and at the district schools into which those students would normally matriculate.

The Superintendent or designee shall regularly report to the Board regarding the implementation of this program.

Legal Reference: (see next page)

OPEN ENROLLMENT ACT TRANSFERS (continued)**Legal Reference:****EDUCATION CODE***200 Prohibition of discrimination**35160.5 District policies, rules, and regulations**46600-46611 Interdistrict attendance agreements**48200 Compulsory attendance**48204 Residency requirements for school attendance**48300-48316 Student attendance alternatives, school district of choice program**48350-48361 Open Enrollment Act**48915 Expulsion; particular circumstances**48915.1 Expelled individuals: enrollment in another district**52317 Regional Occupational Center/Program, enrollment of students, interdistrict attendance***FAMILY CODE***6500-6552 Caregivers***CODE OF REGULATIONS, TITLE 5***4700-4703 Open Enrollment Act***CODE OF FEDERAL REGULATIONS, TITLE 34***200.36 Dissemination of information**200.37 Notice of program improvement status, option to transfer**200.39 Program improvement, transfer option**200.42 Corrective action, transfer option**200.43 Restructuring, transfer option**200.44 Public school choice, program improvement schools***ATTORNEY GENERAL OPINIONS***87 Ops. Cal. Atty. Gen. 132 (2004)**84 Ops. Cal. Atty. Gen. 198 (2001)***COURT DECISIONS***Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275***Management Resources:****WEB SITES***CSBA: <http://www.csba.org>**California Department of Education: <http://www.cde.ca.gov>*

~~CSBA Sample~~ ~~Administrative Regulation~~

~~Students~~

~~AR 5118(a)~~

~~OPEN ENROLLMENT ACT TRANSFERS~~

~~Definitions~~

~~*District of enrollment* means the district, other than the district in which the student's parent/guardian resides, in which the parent/guardian intends to enroll his/her child. (Education Code 48352)~~

~~*District of residence* means the district in which the parent/guardian of a student resides and in which the student would otherwise be required to enroll pursuant to Education Code 48200. (Education Code 48352)~~

~~(cf. 5111.1 - District Residency)~~

~~*Open enrollment school* means a "low-achieving" school identified by the Superintendent of Public Instruction (SPI) pursuant to Education Code 48352 and 5 CCR 4701. (Education Code 48352; 5 CCR 4701)~~

~~Transfer Applications into a District School~~

~~Note: Education Code 48354 requires a district to give priority for enrollment to students residing in the district; see the accompanying Board policy.~~

~~Enrollment priority shall be available to students who reside within this district. No student who resides within a school's attendance area or who is currently enrolled in a school shall be displaced by a student who is transferring pursuant Education Code 48350-48361 or 5 CCR 4700-4703. (Education Code 48354, 48356)~~

~~Applications shall be submitted within the deadlines established by Board policy.~~

~~However, the application deadline shall not apply to an application requesting a transfer if the parent/guardian with whom the student resides is enlisted in the military and was relocated by the military within 90 days prior to submitting the application. (Education Code 48354)~~

~~(cf. 6173.2 - Education of Children of Military Families)~~

~~The parent/guardian's application may request enrollment of his/her child in a specific school or program. Requests for admission to a magnet school or program designed to serve gifted and talented students shall be subject to the usual admission requirements established by the district for district students. Except for such specialized admission requirements, the Superintendent or designee shall not consider the student's previous academic achievement, athletic performance, physical condition, English language proficiency, family income, or any of the prohibited bases for discrimination listed in Education Code 200. (Education Code 48354, 48356)~~

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

~~(cf. 6172 - Gifted and Talented Student Program)~~

OPEN ENROLLMENT ACT TRANSFERS (continued)

Students applying for open enrollment transfers shall be assigned priority for approval as follows: (Education Code 48356)

1. First priority for the siblings of students who already attend the desired school
2. Second priority for students transferring from a program improvement school ranked in decile 1 on the Academic Performance Index (API)

If the number of students who request a particular school exceeds the number of spaces available at that school, the Superintendent or designee shall conduct a lottery, in the group priority order identified in items #1 and #2 above, to select students at random until all of the available spaces are filled. (Education Code 48356)

Within 60 days of receiving the application, the Superintendent or designee shall provide written notification to the parent/guardian and the student's district of residence as to whether the application has been accepted or rejected. If the application has been rejected, the notice shall state the reasons for the rejection. If the application has been approved, the notification shall specify the particular school site and the school's address to which the student has been admitted. (Education Code 48357; 5 CCR 4702)

Terms of Approval

The Superintendent or designee shall ensure that the school to which the student is transferring has a higher API than the school in which the student was previously enrolled. (Education Code 48356)

The parent/guardian shall enroll his/her child on or before the first day of instruction or within 14 calendar days of receipt of the district's notice of approval of the application, whichever is later. If the parent/guardian fails to enroll his/her child within this timeframe, the district may decline to enroll the student. (5 CCR 4703)

Upon enrollment, the district shall grant the student any credits toward graduation that he/she received from his/her district of residence. The student shall be eligible for graduation from district schools upon completion of state and district graduation requirements. (Education Code 48358)

(cf. 6143—*Courses of Study*)

(cf. 6146.1—*High School Graduation Requirements*)

(cf. 6146.5—*Elementary/Middle School Graduation Requirements*)

Note: 5 CCR 4702 specifies that once admitted to a school, the student shall not be required to reapply for enrollment to that school, regardless of whether his/her school of residence remains on the Open Enrollment List.

A student admitted to a district school through this process shall be deemed to have fulfilled district residency requirements pursuant to Education Code 48204 and shall not be required to reapply for enrollment in that school, regardless of whether his/her school of residence remains on the Open Enrollment List. (Education Code 48356; 5 CCR 4702)

OPEN ENROLLMENT ACT TRANSFERS (continued)

Note: 5 CCR 4702 specifies that the district of enrollment may allow the student to matriculate to a middle or high school in the district without having to reapply, regardless of whether the middle or high school in the student's district of residence is on the Open Enrollment List. Thus, unified districts, districts with elementary and middle schools, and districts with middle and high schools should be careful to ensure that the terms of approval and notification to parents/guardians clearly specify whether the approval of the transfer application extends to other school(s) in the district to which the student would matriculate or whether the student must reapply if he/she wishes to enroll in those schools upon completion of the course of study at the school to which he/she was originally admitted. **The following optional paragraph requires the student to reapply and should be modified to reflect district practice.**

Once admitted, a transfer student who wishes to matriculate into a district middle or high school or transfer to another district school shall reapply for admission to the new school pursuant to the requirements of Board policy and administrative regulation.

Parents/guardians are responsible for transporting their children to school.

Transfers out of District Schools on the Open Enrollment List

Note: The following **optional** section is for use by districts with schools on the Open Enrollment List pursuant to Education Code 48352. **Districts without schools on the list may delete this section.**

Education Code 48354 requires the district of residence to notify parents/guardians of students attending a school on the Open Enrollment List of their option to transfer to another school within the district or to a school in another district. Pursuant to 5 CCR 4702, this notice must be provided on the first day of instruction or, if the California Department of Education has not posted the list by the first day of instruction, within 14 calendar days after the posting of the list. It is anticipated that the Open Enrollment List will be posted in September of each year. See the accompanying Exhibit for a sample notification.

Upon identification by the California Department of Education (CDE) that a district school is on the Open Enrollment List, the Superintendent or designee shall notify the parents/guardians of each student enrolled in the school of the option to transfer. This notice shall be provided by the first day of instruction. However, if the CDE has not notified the district whether a school is on the list by the first day of instruction, the notification shall be provided no later than 14 calendar days after the Open Enrollment List is posted on the CDE's web site. (Education Code 48354; 5 CCR 4702)

(cf. 5145.6 Parental Notifications)

CSBA Sample Exhibit

Students _____ E 5118(a)

OPEN ENROLLMENT ACT TRANSFERS

Note: Pursuant to Education Code 48354, if a school is identified by the Superintendent of Public Instruction for the Open Enrollment List, the district must notify parents/guardians of students attending the school of their option to transfer to a higher performing school. Pursuant to 5 CCR 4702, this notice must be provided on the first day of instruction or, if the California Department of Education has not posted the Open Enrollment List by the first day of instruction, within 14 calendar days of the posting of the list.

The following exhibit provides a sample parental notification when a school has been placed on the Open Enrollment List. This letter should be modified to reflect district practice.

PARENTAL NOTIFICATION: OPTION TO TRANSFER

[Date]

To the parents/guardians of students at _____ School:

The purpose of this letter is to inform you that our school has been identified by the California Department of Education (CDE) as an Open Enrollment school for the _____ school year.

Why is our school on the Open Enrollment List?

The Open Enrollment Act, which became law in the spring of 2010, requires the CDE to annually create a list of 1,000 schools ranked by their Academic Performance Index (API). A school's API is a number that ranges from 200 to 1,000 and is calculated using the results for each school's students on statewide tests. The state has set 800 as the API target for all schools to meet. Schools that fall short of 800 are required to meet annual growth targets until that goal is achieved. Annual API growth targets will vary for each school.

For more information about how the Open Enrollment List is created, please visit the CDE's web site: <http://www.cde.ca.gov/sp/eo/op>.

What right does a parent have to request a transfer?

All parents/guardians of students attending a school on the Open Enrollment List have the option to request a transfer of their child to another school in this district or in another California district. The school to which your child transfers must have a higher API than the school your child is leaving. Our school's API is _____.

The following district schools are available to accept transfers: [List schools with space available and higher API scores.]

OPEN ENROLLMENT ACT TRANSFERS (continued)

If you would like to transfer your child to one of the schools listed above, please contact that school for information about applying for intradistrict open enrollment. Information about the performance and academic achievement of each available school is enclosed.

If you would like to transfer your child to a school in another district, you must contact that school district for information regarding their application procedures and timelines. To find a school with a higher API, go to the CDE's website: <http://api.ede.ca.gov/reports>.

Parents/guardians are responsible for providing transportation to and from the new school.

We will keep you updated and informed about opportunities to discuss plans for our school. If you have questions, need additional information on how you can get involved in our school improvement efforts, or would like to discuss the school's instructional program, please feel free to call me and/or visit the school.

Sincerely,

[Name of Principal]

CSBA Sample Administrative Regulation

Students

AR 5125(a)

STUDENT RECORDS

Definitions

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Note: Guidance issued by the U.S. Department of Education (USDOE) and U.S. Department of Health and Human Services clarifies that a student's immunization and health record maintained by the district is a "student record" subject to the Family Educational Rights and Privacy Act (FERPA). ~~Also see BP/AR 5141.6 - School Health Services.~~

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of ~~his/her~~ **the employee's** duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; ~~5 CCR 430~~; 34 CFR 99.3)

1. Directory information

(*cf.* 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee

Note: USDOE guidance, ~~(Balancing Student Privacy and School Safety)~~, clarifies that records created by the district's law enforcement unit, such as student images appearing on security videotapes, are not considered student records under FERPA as long as the records are created for a law enforcement purpose.

3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8

(*cf.* 3515 - Campus Security)

(*cf.* 3515.3 - District Police/Security Department)

STUDENT RECORDS (continued)

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student
5. Grades on peer-graded papers before they are collected and recorded by a teacher

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family

Note: Pursuant to 34 CFR 99.3, the definition of "personally identifiable information" includes a personal identifier such as a student's social security number. Education Code 49076.7 prohibits districts from collecting or soliciting social security numbers, or the last four digits of social security numbers, from students or their parents/guardians unless otherwise required to do so by state or federal law. If a social security number is collected under such circumstances, it must be classified as personally identifiable information and is subject to the restrictions related to access or de-identification of records specified in 34 CFR 99.30-99.39 and this administrative regulation.

4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)

STUDENT RECORDS (continued)

5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

Note: Education Code 49063 requires districts to include the criteria for defining "legitimate educational interest" and "school officials and employees" in their annual notification; see section "Notification of Parents/Guardians" below.

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose **official** duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require **him/her to have access to information contained in** student records.

Note: 34 CFR 99.31 defines "school officials and employees" for purposes of determining who may be given personally identifiable information from student records, as provided below. In 73 Fed. Reg. 74815 (2008), USDOE stated that local agencies are in the best position to determine the types of parties who may serve as school officials. Examples cited include school transportation officials (including bus drivers), school nurses, practicum and fieldwork students, unpaid interns, consultants, contractors, volunteers, and other outside parties providing institutional services and performing institutional functions, provided that each of the requirements in 34 CFR 99.31 has been met.

School officials and employees are officials or employees, **including teachers**, whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require **that they have** access to student records. **(34 CFR 99.31)**

~~Note: Pursuant to Education Code 49076, the district may allow any "contractor or consultant" with whom it has a formal written agreement to access information in student records without parent/guardian consent, when the contractor or consultant has a "legitimate educational interest" in that information. However, contrary to 34 CFR 99.31, Education Code 49076 prohibits release of student records to volunteers.~~

STUDENT RECORDS (continued)

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced to him/her by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Persons Granted Absolute Access

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)
2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her the student's records and grant consent for the release of records (34 CFR 99.3, 99.5)

Note: Pursuant to Education Code 56041.5, all the rights accorded to the parent/guardian of a student with disabilities, including the right to access student records, are transferred to the student when he/she reaches at 18 years of age except when the student has been declared incompetent under state law.

3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(cf. 6159 - Individualized Education Program)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

Note: Education Code 49076 and 34 CFR 99.31 require that access to relevant records be given to parents/guardians of a dependent child, defined by 26 USC 152 as one who lives with his/her a parent/guardian for more than half the taxable year, meets the specified age requirements, has not provided more than half of his/her one's own support during that year, and has not filed a joint tax return with a spouse.

STUDENT RECORDS (continued)

1. Parents/guardians of ~~a student age 18 or older who is~~ a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076; ~~34 CFR 99.31~~)
3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) **appointed pursuant to Education Code 48321** who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.12 - District School Attendance Review Board)

5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Note: 34 CFR 99.34 requires the district to make a reasonable attempt to notify the parent/guardian or adult student when the district discloses certain information as described in the following paragraph. However, if the district includes a statement in its annual parental notification that the district may forward education records under **these such** circumstances, it is not obligated to individually notify parents/guardians or adult students. The following **optional** paragraph may be deleted by districts that include such a statement in their annual parental notification. See section below entitled "Notification of Parents/Guardians."

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at **his/her the** last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

Note: Item #6 below is for use by districts that maintain high schools. Education Code 69432.9 provides that all students in grade 12 will be considered Cal Grant applicants and will have their grade point average (GPA) submitted to the Student Aid Commission, unless they opt out or are permitted under Commission rules to submit test scores in lieu of the GPA. Education Code 69432.9 requires that the report be submitted

STUDENT RECORDS (continued)

on a standardized form provided by the Commission. Pursuant to Education Code 69432.92, the Commission may also require that districts submit verification of high school graduation or its equivalent for all students who graduated in the prior academic year, except for students who have opted out.

Education Code 49432.9 requires that parents/guardians be notified that their child's GPA will be forwarded unless they opt out within the time period specified in the notice. This notification could be included in the annual parental notification issued pursuant to Education Code 48980.

6. The Student Aid Commission, to provide the grade point average (GPA) of all district students in grade 12 and, when **requested required**, verification of high school graduation or its equivalent of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program. However, such information shall not be submitted when students opt out **or** are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

No later than **October 15 January 1** each year, the Superintendent or designee shall notify each student in grade **12 11**, and **his/her the student's** parents/guardians if the student is under age 18 years, that the student's GPA will be forwarded to the Student Aid Commission **by October 1** unless **he/she the student** opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)

Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

7. Federal, state, and local officials, as needed for an audit, **or** evaluation **of**, or compliance **with, activity related to** a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)

Note: Pursuant to Education Code 49076, county placing agencies authorized to assess the effectiveness of a state or federally funded program on behalf of federal, state, or local officials and agencies may be allowed access to student records. Education Code 49076 also authorizes districts, county offices of education, and county placing agencies to develop cooperative agreements to facilitate confidential access to and exchange of student information by email, facsimile, electronic format, or other secure means, provided the agreement complies with the requirements of 34 CFR 99.35.

8. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)

STUDENT RECORDS (continued)

9. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

10. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)

11. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)

12. Any probation officer, district attorney, or counsel of record for a **minor** student **who is a minor** for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor ~~student~~ a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

13. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

Note: SB 233 (Ch. 829, Statutes of 2017) amended Education Code 49069.3 and 49076 to make certain types of records related to foster youth, including records related to attendance, discipline, online communications, and Section 504 plans, accessible to specified agencies and individuals.

STUDENT RECORDS (continued)

14. A foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's current or most recent records of grades, transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)

(cf. 6164.6 - Identification and Education Under Section 504)

(cf. 6173.1 - Education for Foster Youth)

15. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)

(cf. 6173 - Education for Homeless Children)

16. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)

17. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility **in accordance with state or tribal law** for the care and protection of a student, provided that **the individual is authorized by the agency or organization to receive the records and** the information **requested** is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))

18. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

19. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal

STUDENT RECORDS (continued)

conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5; 34 CFR 99.1-99.67)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district **in California or any other state** or **to a** California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49061, 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

(cf. 5021 - Noncustodial Parents)

Discretionary Access

At ~~his/her discretion~~, the **discretion of the** Superintendent or designee, **information** may be released ~~information~~ from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

STUDENT RECORDS (continued)

Note: The following optional paragraph may be revised to reflect district practice.
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Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations **in order to carry out their accrediting functions** (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
 - a. The study is conducted in a manner that does not permit personal identification of **students or** parents/guardians ~~and students~~ by individuals other than representatives of the organization who have legitimate interests in the information.
 - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
 - c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)
5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)

Note: Education Code 49076 includes "contractors" and "consultants," as defined in the section "Definitions" above, among the categories of individuals to whom a student's personally identifiable information may be disclosed under certain circumstances. Unlike 34 CFR 99.34 99.31 , however, Education Code 49076 prohibits disclosure of such information to volunteers and other parties.

STUDENT RECORDS (continued)

6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract **with by** the district, excluding volunteers or other parties (Education Code 49076)

(cf. 3600 - Consultants)

Note: Items #7 and 8 below are for use by districts that maintain high schools.

7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or **his/her the student's** parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31, ~~99.36~~)
8. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the **provisions of limits set by** 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR ~~99.31~~, 99.37)

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

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

De-identification of Records

Note: 20 USC 1232(g) and Education Code 49076 authorize the district to release student records for specified purposes (e.g., to federal and state officials conducting program audits or to organizations conducting studies) without parent/guardian consent after the removal of all "personally identifiable information" as defined in the section entitled "Definitions" above and provided that the district has made a reasonable determination that a student's identity will not be personally identifiable through single or multiple releases. Education Code 49074 further authorizes the district to provide de-identified statistical data to public or private agencies, postsecondary institutions, or educational research organizations when such actions would be "in the best educational interests of students."

STUDENT RECORDS (continued)

34 CFR 99.31 lists objective standards under which districts may release information from de-identified records. These standards are applicable to both requests for individual, redacted records and requests for statistical information from multiple records.

When authorized by law for any program audit, educational research, or other purposes, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; **20 USC 1232g**; 34 CFR 99.31)

Process for Providing Access to Records

Note: Education Code 49069 **mandates** procedures for notifying parents/guardians of the location of student records if not centrally located. The following paragraph may be expanded to include notification procedures.

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained at different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians **and adult students** shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

Note: 5 CCR 431 **mandates** districts to establish written procedures to ensure the security of student records. The following three paragraphs reflect this mandate and should be modified to reflect any specific physical, technological, or administrative controls developed by the district.

34 CFR 99.31 requires districts to use "reasonable methods" to (1) ensure that school officials, employees, and outside contractors obtain access to only those records, both paper and electronic, in which they have a legitimate educational interest and (2) identify and authenticate the identity of parents/guardians, students, school officials, and any other party to whom the district discloses personally identifiable information from education records. In addition, 34 CFR 99.31 specifies that a district which does not use physical or technological access controls (e.g., a locked file cabinet or computer security limiting access) must ensure that its administrative policy for controlling access is effective and remains in compliance with the "legitimate educational interest" requirement.

The Analysis to Comments and Changes (73 Fed. Reg. 237, page 74817) suggests a balance of physical, technological, and administrative controls to prevent unauthorized access and to ensure that school officials do not have unrestricted access to the records of all students. The Analysis also clarifies that the reasonableness of the method depends, in part, on the potential harm involved. For example, high-risk records, such as social security numbers or other information that could be used for identity theft, should receive greater and more immediate protection.

STUDENT RECORDS (continued)

In addition, as a condition of participation in an interagency data information system (e.g., California Longitudinal Pupil Achievement Data System), Education Code 49076 requires that the district develop security procedures or devices by which unauthorized personnel cannot access data in the system and procedures or devices to secure privileged or confidential data from unauthorized disclosure.

The custodian of records shall develop reasonable methods, including physical, technological, and administrative **policy** controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

Note: 34 CFR 99.30 specifies information that must be included in the parent/guardian consent form, as provided below. The provisions in the following two paragraphs are required pursuant to the California Attorney General's model policy developed pursuant to Education Code 234.7, ~~as added by AB 699 (Ch. 493, Statutes of 2017)~~. See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

When required by law, **the a student's** parent/guardian **or an adult student** shall provide written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian **or adult student**, the district shall provide **him/her** a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian **or adult student** refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Note: Education Code 49069 and 5 CCR 431 **mandate** that the district adopt procedures for granting parent/guardian requests to inspect, review, and obtain copies of records.

Within five business days following the date of request, ~~a parent/guardian or other~~ **the** authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Note: Education Code 49069 **mandates** procedures for the availability of qualified certificated personnel to interpret records when requested. The following paragraph may be expanded to include specific procedures for persons to request and receive the assistance of certificated personnel.

STUDENT RECORDS (continued)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

Note: The following **optional** paragraph may be revised to reflect district practice.

The custodian of records shall also make an entry in the log regarding any request for record(s) that was denied and the reason for the denial.

Note: Although Education Code 49064 does not require the district to record access by individuals specified in items #1-5 below, the district may consider recording access by all individuals as part of the reasonable administrative controls required by 34 CFR 99.31; see section above entitled "Process for Providing Access to Records."

The log shall include requests for access to records by:

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), any request for student records information by a law enforcement agency for the purpose of enforcing immigration laws

STUDENT RECORDS (continued)

must be reported to the Superintendent and the Board; see the accompanying Board policy. Therefore, it is recommended that the custodian of records make an entry in the log regarding any such requests, as provided in item #6 below.

6. Law enforcement personnel seeking to enforce immigration laws

The log shall be **accessible open to inspection** only ~~to~~ **by** the parent/guardian, adult student, dependent adult student, ~~student who is age 16 years or older or who has completed the 10th grade,~~ custodian of records, and certain state or federal officials **specified in Education Code 49064.** (Education Code 49064; 5 CCR 432)

Duplication of Student Records

Note: Education Code 49069 **mandates** that the district adopt procedures for granting parent/guardian requests for copies of student records pursuant to Education Code 49065.

To provide copies of any student record, the district **may shall** charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

(cf. 3260 - Fees and Charges)

Changes to Student Records

Only a parent/guardian having legal custody of a student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)

(cf. 5125.3 - Challenging Student Records)

No additions **or change** ~~except routine updating~~ shall be made to a student's record after high school graduation or permanent departure, **other than routine updating, unless required by law or with** ~~without~~ prior consent of the parent/guardian or adult student. (**Education Code 49062.5, 49070;** 5 CCR 437)

~~A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.~~

Note: AB 711 (Ch. 179, Statutes of 2019) added Education Code 49062.5 and amended Education Code 49070 to require districts to update a student's or former student's records to change the student's name and/or gender, as specified below.

STUDENT RECORDS (continued)

When a former student submits a state-issued driver's license, birth certificate, passport, social security card, court order, or other government-issued documentation demonstrating that the former student's legal name and/or gender has changed, the district shall update the former student's records to reflect the updated legal name and/or gender. Upon request by the former student, the district shall reissue any documents conferred upon the former student, including, but not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents. The district is not required to modify records that the former student has not requested for modification or reissuance. (Education Code 49062.5)

(cf. 5145.3 - Nondiscrimination/Harassment)

If the former student's name or gender is changed and the requested records are reissued, a new document shall be added to the former student's file that includes all of the following information: (Education Code 49062.5)

1. The date of the request
2. The date the requested records were reissued to the former student
3. A list of the records that were requested by and reissued to the former student
4. The type of documentation, if any, provided by the former student to demonstrate a legal change to the student's name and/or gender
5. The name of the employee who completed the request
6. The current and former names and/or genders of the student

Any former student who submits a request to change the legal name or gender on the student's records but is unable to provide any government-issued documentation demonstrating the legal name or gender change, may request a name or gender change through the process described in Education Code 49070 and AR 5125.3 - Challenging Student Records.

Retention and Destruction of Student Records

Note: 5 CCR 431 mandates that the district establish written policies and procedures regarding the signing and dating of anecdotal information, as specified below.

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

STUDENT RECORDS (continued)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date

(cf. 5111 - Admission)

3. Sex of student
4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above
 - b. Annual verification of parent/guardian's name and address and student's residence

(cf. 5111.1 - District Residency)

5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given **towards graduation**

(cf. 5121 - Grades/Evaluation of Student Achievement)

7. Verification of or exemption from required immunizations

(cf. 5141.31 - Immunizations)

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefor

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

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

STUDENT RECORDS (continued)

2. A log identifying persons or **agencies organizations** who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry

(cf. 5141.32 - Health Screening for School Entry)

4. Information on participation in special education programs, including required tests, case studies, authorizations, and **evidence of actions necessary to establish** eligibility for admission or discharge

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

5. Language training records

(cf. 6174 - Education for English Learners)

6. Progress slips/notices required by Education Code 49066 and 49067
7. Parental restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or **denial prohibition** of student participation in specific programs
10. Results of standardized tests administered within the past three years

(cf. 6162.51 - State Academic Achievement Tests)

11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

(cf. 6158 - Independent Study)

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program **and their usefulness ceases**, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings

STUDENT RECORDS (continued)

2. Standardized test results older than three years
3. Routine disciplinary data
(cf. 5144 - Discipline)
4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

Transfer of Student Records

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of his/her rights regarding student records, including the a parent/guardian's right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

Note: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below. Once the record is received, the Superintendent or designee must inform the student's teachers of the acts; see AR 4158/4258/4358 - Employee Security.

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her the student's suspension or expulsion. (Education Code 48201)

(cf. 4158/4258/4358 - Employee Security)
(cf. 5119 - Students Expelled From Other Districts)

Note: Pursuant to Education Code 49068, a district is required to transfer a copy of a student's records to another school in which the student is enrolled or intends to enroll within 10 school days of receiving a request for the records. However, this would not affect a situation where a more restrictive timeline is required. For example, a district is required to transfer the records of a student who is a foster youth to the new school within two business days, pursuant to Education Code 48853.5.

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record

STUDENT RECORDS (continued)

within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of **his/her** damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices in that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with disabilities. (Education Code 49063, 48985; 34 CFR 99.7)

(cf. 5145.6 - Parental Notifications)

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records

STUDENT RECORDS (continued)

4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

(cf. 5020 - Parent Rights and Responsibilities)

12. Any other rights and requirements set forth in Education Code 49060-49078 **49085**, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g

Note: Pursuant to 34 CFR 99.34, if the district's annual parental notification contains the information described in **optional** item #13 below, the district does not need to attempt to individually notify a parent/guardian or adult student when the district discloses an education record to officials of another school, school system, or postsecondary institution (see item #5 in the list of persons/agencies with legitimate educational interests in the section entitled "~~Persons Granted Access~~ **Access for Limited Purpose/Legitimate Educational Interest**" above).

13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

Note: The following paragraph reflects the Attorney General's model policy developed pursuant to Education Code 234.7.

STUDENT RECORDS (continued)

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

Student Records from Social Media

Note: The following **optional** section is for use by districts that have adopted a program, pursuant to Education Code 49073.6, to gather or maintain any information obtained from students' social media activity that pertains directly to school safety or student safety. Districts that adopt such a program, as specified in the accompanying Board policy, must comply with the requirements described below. Districts that have not adopted such a program should delete the following section.

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety
2. Provide a student with access to any information that the district obtained from **his/her the student's** social media activity and an opportunity to correct or delete such information
3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first
4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or **his/her the student's** parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980.
5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:
 - a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or **his/her the student's** parent/guardian

STUDENT RECORDS (continued)

- b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

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CSBA Sample Board Policy

Students

BP 5131.2(a)

BULLYING

Note: Education Code 234.4, as added by AB 2291 (Ch. 491, Statutes of 2018), mandates districts to adopt, on or before December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. The following policy and accompanying administrative regulation contain sample procedures that fulfill this mandate and may be revised to reflect district practice.

In addition, Education Code 234.1 and federal law **mandate** that the Governing Board adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics and ensuring the protection of complainants from retaliation. Also see BP 5145.3 - Nondiscrimination/Harassment for language fulfilling this mandate.

In its October 2010 Dear Colleague Letter: Harassment and Bullying, the U.S. Department of Education Office for Civil Rights (OCR) clarified that misconduct that falls under a district's general anti-bullying policy may also trigger responsibilities under one or more federal or state antidiscrimination laws if the bullying is on the basis of race, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, and/or another legally protected category. Federal law requires the district to take immediate and appropriate action to investigate or otherwise determine what occurred and, if it finds that unlawful discrimination did occur, take prompt and effective steps reasonably calculated to end the harassment, eliminate any hostile environment and its effects, and prevent the harassment from recurring.

OCR's October 2014 Dear Colleague Letter: Responding to Bullying of Students with Disabilities points out that any bullying of a student with a disability that results in the student not receiving meaningful educational benefit constitutes a denial of a free appropriate public education and must be remedied under the federal Individuals with Disabilities Education Act. As necessary, the school may need to convene the student's individualized education program (IEP) team to determine whether the student's needs have changed as a result of the bullying and, if so, revise the IEP to ensure that the student continues to receive appropriate special education and related services.

Thus, while this policy is intended to prevent and address all types of bullying incidents among students, when "discriminatory bullying" is committed and the bullying is sufficiently serious to create a hostile educational environment for the alleged victim or to otherwise deny or limit the student's educational benefits and services, including denial of a free appropriate public education, the alleged victim must be afforded the protections specified under relevant state and/or federal law.

The Governing Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

BULLYING (continued)

Note: Because bullying and its effects extend beyond the school environment, collaboration among a variety of community agencies and organizations that serve youth may be helpful in preventing and responding to bullying. For further information about building a collaborative, see CSBA's publications [Safe Schools: Strategies for Governing Boards to Ensure Student Success](#) and [Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement](#).

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 6020 - Parent Involvement)

Note: Education Code 32282 encourages districts to include bullying prevention policies and procedures in their comprehensive safety plan; see BP 0450 - Comprehensive Safety Plan. In addition, Education Code 52060-52077 require the Board to adopt and annually update a local control and accountability plan which includes, among other specified state priorities, goals for addressing school climate; see BP/AR 0460 - Local Control and Accountability Plan. Pursuant to Education Code 52060, school climate should be measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable.

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

Note: Pursuant to Education Code 234.1, districts are required to adopt a process for receiving and investigating complaints involving unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) based on specified characteristics. Pursuant to 5 CCR 4600-4633, the uniform complaint procedures (UCP) must be used for this purpose. In addition, federal regulations require districts to adopt procedures providing for prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25).

Although some bullying incidents may not fall within the provisions of Education Code 234.1 or federal civil rights regulations, CSBA strongly recommends that districts use the UCP to investigate all bullying incidents (whether discriminatory or nondiscriminatory) to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was bullied because of an actual or perceived membership in a legally protected class. Those bullying incidents found to involve discrimination based on the results of the investigation would then be resolved using the

BULLYING (continued)

UCP. When a bullying incident is determined to be nondiscriminatory, it should be resolved through the appropriate disciplinary process. Districts that are concerned about the capacity of a single district compliance officer to handle a possible increase in the number of UCP complaints, or that prefer to handle certain incidents at the school site level whenever possible, may designate multiple compliance officers in accordance with AR 1312.3 - Uniform Complaint Procedures.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.3 - Uniform Complaint Procedures)

Note: Education Code 46600, as amended by AB 1127 (Ch. 781, Statutes of 2019), requires a district to approve an intradistrict transfer request for a victim of bullying. If there is no available school for an intradistrict transfer, the district cannot prohibit the student's interdistrict transfer. See BP/AR 5116.1 - Intradistrict Open Enrollment and AR 5117 - Interdistrict Attendance.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

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

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

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

Legal Reference: (see next page)

BULLYING (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

32283.5 Bullying; online training

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

46600 Student transfers

48900-48925 Suspension or expulsion

48985 Translation of notices

52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

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

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

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

Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying Module

California's Social and Emotional Learning: Guiding Principles, 2018

Social and Emotional Learning in California: A Guide to Resources, 2018

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

Management Resources continued: (see next page)

BULLYING (continued)

Management Resources: (continued)

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

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

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Guidance to America's Schools: Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

California Office of the Attorney General: <http://oag.ca.gov>

Center on Great Teachers and Leaders: <https://gtlcenter.org>

Collaborative for Academic Social and Emotional Learning: <https://casel.org>

Common Sense Media: <http://www.commonsensemedia.org>

National School Safety Center: <http://www.schoolsafety.us>

Partnership for Children and Youth: <https://www.partnerforchildren.org>

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

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CSBA Sample Administrative Regulation

Students

AR 5131.2(a)

BULLYING

Note: Education Code 234.4, as added by AB 2291 (Ch. 491, Statutes of 2018), mandates districts to adopt, on or before December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. The following administrative regulation may be revised to reflect district practice.

Definitions Examples of Prohibited Conduct

Note: The following section reflects definitions and examples of bullying and cyberbullying contained in the California Department of Education's (CDE) Bullying Module and may be revised to reflect district practice.

Education Code 48900 defines "bullying," including bullying via an electronic act, for purposes of establishing grounds for suspension or expulsion. See AR 5144.1 - Suspension and Expulsion/Due Process. In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to place that person in reasonable fear of the person's own or a family member's safety and for the purpose of imminently causing harassment or injury by a third party.

Bullying is an **unwanted**, aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and **may** involve **a single severe act or** repetition or potential repetition of a deliberate act. **Bullying includes, but is not limited to, any act described in Education Code 48900(r).**

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account or assuming that person's online identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6163.4 - Student Use of Technology)

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying: **An act** that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures
2. Verbal bullying: **An act** that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm

BULLYING (continued)

3. Social/relational bullying: **An act** that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public
4. Cyberbullying: **An act** such as sending demeaning or hateful text messages or emails, ~~sending~~ **spreading** rumors by email or by posting on social networking sites, or posting **or sharing** embarrassing photos, videos, web site, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

2. Providing **information** to students, through student handbooks, **district and school web sites and social media**, and other age-appropriate means, ~~information~~ regarding district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying
3. Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously
4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as **classrooms**, playgrounds, hallways, restrooms, and cafeterias

Note: ~~Although~~ **Pursuant to** Education Code 234.1, **the district must** ~~requires the district to~~ adopt a policy requiring school personnel who witness acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against **a student** ~~based on the actual or perceived status of the student belonging to a protected class~~ to take immediate steps to intervene when it is safe to do so. **It, it** is recommended that districts apply this policy equally to all students; ~~also~~. **Also** see AR 5145.3 - Nondiscrimination/Harassment.

5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so

BULLYING (continued)**Staff Development**

Note: Education Code 32283.5, ~~as amended by AB 2291,~~ requires districts to make available annually, to certificated staff and all other employees who have regular interaction with students, the CDE's online Bullying Module described below.

The Superintendent or designee shall **annually** make **available to all certificated staff and to other employees who have regular interaction with students** the California Department of Education's (CDE) online training module on the dynamics of bullying and cyberbullying, ~~which includes~~ **esing** the identification of bullying and cyberbullying and the implementation of strategies to address bullying, ~~available annually to all certificated staff and to other employees who have regular interaction with students.~~ (Education Code 32283.5)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Pursuant to Education Code 234.7, districts are **mandated** to adopt policy, equivalent to that developed by the Attorney General, which requires the provision of staff training with the components specified below.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Information and Resources

Note: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires districts to make specified information on bullying and harassment prevention readily accessible on their web sites beginning in the 2020-21 school year. The following list reflects, but does not reproduce in exact form, all the items specified in Education Code 234.6.

BULLYING (continued)

The Superintendent or designee shall post on the district's web site, in a prominent location and in a manner that is easily accessible to students and parents/guardians, information on bullying and harassment prevention which includes the following: (Education Code 234.6)

Note: Education Code 215 mandates that any district serving students in grades 7-12 adopt a policy on student suicide prevention, intervention, and postvention; see BP/AR 5141.52 - Suicide Prevention. As amended by AB 1767 (Ch. 694, Statutes of 2019), Education Code 215 mandates policy on suicide prevention, intervention, and postvention for grades K-6 by 2020-21 school year. Districts that do not maintain any of grades K-6 should modify item #1 accordingly.

- 1. The district's policy on student suicide prevention, including a reference to the policy's age appropriateness for students in grades K-6**

(cf. 5141.52 - Suicide Prevention)

- 2. The definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8**

- 3. Title IX information included on the district's web site pursuant to Education Code 221.61, and a link to the Title IX information included on CDE's web site pursuant to Education Code 221.6**

- 4. District policies on student sexual harassment, prevention and response to hate violence, discrimination, harassment, intimidation, bullying, and cyberbullying**

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

- 5. A section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media**

- 6. A link to statewide resources, including community-based organizations, compiled by the CDE pursuant to Education Code 234.5.**

- 7. Any additional information the Superintendent or designee deems important for preventing bullying and harassment**

(cf. 1113 - District and School Web Sites)

BULLYING (continued)**Student Instruction**

Note: California content standards related to student education about bullying and violence prevention (e.g., recognizing the characteristics of bullying, examining the effects of bullying on others, demonstrating what to say and do when witnessing bullying) are addressed within the health education content standards adopted by the State Board of Education.

47 USC 254 mandates districts that receive e-rate discounts to adopt a policy which addresses educating students about appropriate online behavior, including the interaction with other individuals on social networking web sites and in chat rooms, as well as providing information about cyberbullying awareness and response. See BP 6163.4 - Student Use of Technology for language implementing this mandate.

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character ~~values education~~ **development**, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

Note: Education Code 234.7 requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. The following paragraph reflects the California Attorney General's model policy developed pursuant to Education Code 234.7, contained in the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, and has been expanded to include education about the impact of bullying based on any other individual characteristic.

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Note: The remainder of this section reflects recommendations in CDE's Bullying Module and may be revised to reflect district practice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

BULLYING (continued)

Note: The following reporting process may be revised to reflect district practice.
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Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

(cf. 1312.3 - Uniform Complaint Procedures)

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report such observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3.

Note: Districts have the authority to monitor student use of the district's Internet system and to conduct individual searches of student accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12 - Search and Seizure and BP/E 6163.4 - Student Use of Technology.
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When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Note: Pursuant to Education Code 48900-48900.4, "bullying" is a ground for suspension or expulsion; see AR 5144.1 - Suspension and Expulsion/Due Process.

The courts have generally upheld discipline for off-campus student conduct that poses an identifiable threat to the safety of other students, staff, or school property or presents a risk of substantial disruption of school activities, provided that the district is able to document the impact or disruption that the conduct has, or could be expected to have, on school activities (e.g., <u>Wynar v. Douglas County School District</u> , <u>Lavine v.</u>
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BULLYING (continued)

Blaine School District). The court in J.C. v. Beverly Hills Unified School District found that the district would be able to discipline a student for a video recorded off campus and posted on YouTube, but that the discipline imposed on this particular student was not justified since the district did not present evidence of specific facts that led school officials to predict that the video would cause substantial disruption (e.g., the video was not violent or threatening nor did it lead to any confrontations between the students).

Consistent with these interpretations, Education Code 48900 defines bullying by means of an electronic act to include creation or transmission originating on or off the school site. Thus, for purposes of determining whether the conduct may be subject to suspension or expulsion, the act does not necessarily need to have been committed while at school, while coming to or from school, or during a school-sponsored activity. Nevertheless, the act needs to satisfy the criteria specified in the definition of "bullying" in Education Code 48900 (i.e., a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to the student's person or property, causing a substantially detrimental effect on the student's physical or mental health, causing substantial interference with the student's academic performance, or causing substantial interference with the student's ability to participate in or benefit from school services, activities, or privileges).

When the conduct does not rise to the level specified in Education Code 48900, the district may implement interventions other than suspension or expulsion to address the bullying. For further information, see CSBA's policy brief Cyberbullying: Policy Considerations for Boards. Also see BP 5131 - Conduct and BP 5145.2 - Freedom of Speech/Expression.

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5116.2 - Involuntary Student Transfers)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(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)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Support Services

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

BULLYING (continued)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

~~(cf. 5141.52 – Suicide Prevention)~~

CSBA Sample Board Policy

Students

BP 5141.21(a)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

Note: The following **optional** policy and accompanying administrative regulation apply to the administration of medication to students pursuant to Education Code 49414, **49414.1**, 49414.3, 49414.5, 49423, and 49423.1 and the permissive guidelines in 5 CCR 600-611. ~~Education Code 49414.3, as added by AB 1748 (Ch. 557, Statutes of 2016), authorizes districts to make emergency naloxone hydrochloride or another opioid antagonist available to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose.~~

~~Education Code 49414.7, which authorized trained, unlicensed school personnel to administer medication to students with epilepsy suffering from seizures, was repealed on its own terms effective January 1, 2017. Although the procedures in Education Code 49414.7 are no longer required, health providers may train unlicensed school personnel to administer medication, including emergency anti seizure medication.~~
Pursuant to the general authority in Education Code 49423 and 5 CCR 600-611, as interpreted by the California Supreme Court in American Nurses Association v. Torlakson, health providers may train unlicensed school personnel to administer medication, including emergency anti-seizure medication.

This policy and regulation do not address situations in which a district might be engaged in a collaborative arrangement with another entity for the provision of school health services to students; see BP/AR 5141.6 - School Health Services.

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should ~~have an opportunity~~ **be able** to participate in the educational program.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

(cf. 5141.24 - Specialized Health Care Services)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

Note: 5 CCR 604 authorizes a parent/guardian to administer medication to **his/her** a child or designate an individual to administer the medication, as specified below. In addition, California law allows students to carry and self-administer medication needed for the treatment or management of certain medical conditions, when the district has received a written request from the student's parent/guardian and written authorization from the student's authorized health care provider, as specified in the accompanying administrative regulation. Students have legal authorization to self-administer diabetes medication pursuant to Education Code 49414.5, auto-injectable epinephrine for anaphylactic reactions pursuant to Education Code 49423,

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS (continued)

and inhaled asthma medication pursuant to Education Code 49423.1. Pursuant to 5 CCR 605, districts may choose to allow students to carry and self-administer other types of medication beyond those specifically authorized by the Education Code.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a parents/guardians to administer medication to ~~his/her~~ their child at school, designate other individuals to do so on ~~his/her~~ their behalf, and, with the ~~child's~~ student's authorized health care provider's approval, request the district's permission for ~~his/her~~ child **the student** to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

(cf. 1250 - Visitors/Outsiders)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

(cf. 6116 - Classroom Interruptions)

The Superintendent or designee shall make **available** epinephrine auto-injectors **available** at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

Note: Although federal law (21 USC 812, 844) prohibits the possession of cannabis, even by medical users, state law allows persons under the age of 18 to use and possess cannabis for medical use. Pursuant to Education Code 49414.1, as added by SB 223 (Ch. 699, Statutes of 2019), the Governing Board is authorized to adopt a policy that allows parents/guardians to administer medicinal cannabis to their child at school. Education Code 49414.1 does not permit or require school personnel to administer medicinal cannabis.

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS
(continued)

Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

Note: The following **optional** paragraph may be revised to reflect district practice. The U.S. Department of Health and Human Services and the Centers for Disease Control and Prevention recommend that a district's emergency and disaster preparedness plan include procedures for dealing with medical emergencies, such as a pandemic flu outbreak or public disaster.

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Administration of Medication by School Personnel

Note: Various provisions of state law allow districts to train nonmedical district employees (i.e., those who

BP 5141.21(d)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS
(continued)

do not possess a medical license) to provide medical assistance to students at school when a credentialed school nurse or other licensed individual is unavailable. For example, Education Code 49414, 49414.3, 49414.5, 49423, and 49423.1 specifically authorize the use of trained, unlicensed school employees to administer medications to students suffering from allergic reactions, opioid overdose, severe hypoglycemia, or asthma. Moreover, in American Nurses Association v. Torlakson, the California Supreme Court held that, as with other prescription medications, state law permits trained, unlicensed school personnel to administer insulin to students where a physician has determined that unlicensed school personnel may safely and appropriately administer the medication. The medication must be administered in accordance with a written health care provider statement and parental consent.

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

(cf. 3530 - Risk Management/Insurance)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual. ~~(Education Code 49414, 49414.3, 49414.5, 49423, 49423.1)~~

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Legal Reference: (see next page)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS
(continued)

Legal Reference:

EDUCATION CODE

48980 Notification at beginning of term

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

49414.3 Emergency medical assistance; administration of medication for opioid overdose

49414.5 Providing school personnel with voluntary emergency training

49422-49427 Employment of medical personnel, especially:

49423 Administration of prescribed medication for student

49423.1 Inhaled asthma medication

49480 Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

2700-2837 Nursing, especially:

2726 Authority not conferred

2727 Exceptions in general

3501 Definitions

4119.2 Acquisition of epinephrine auto-injectors

4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist

HEALTH AND SAFETY CODE

11362.7-11362.85 Medicinal cannabis

CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 21

812 Schedules of controlled substances

844 Penalties for possession of controlled substance

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

COURT DECISIONS

American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570

Management Resources:

AMERICAN DIABETES ASSOCIATION PUBLICATIONS

Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015

Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006

Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

Program Advisory on Medication Administration, 2005

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003

Management Resources continued: (see next page)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS
(continued)

Management Resources: (continued)

WEB SITES

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

American Diabetes Association: <http://www.diabetes.org>

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

National Diabetes Education Program: <http://www.ndep.nih.gov>

U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information: <http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

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CSBA Sample Administrative Regulation

Students

AR 5141.21(a)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

Note: The following administrative regulation reflects requirements for the administration of medication to students on a continuing medication regimen or in emergency medical situations at school or a school-related activity. The district should consult legal counsel as necessary to ensure that all legal requirements are met.

Education Code 49414.7, which authorized trained, unlicensed school personnel to administer anti seizure medication to students with epilepsy, repealed on its own terms effective January 1, 2017. However, districts may choose to continue to train unlicensed school personnel to administer anti seizure medication under Pursuant to the general authority in Education Code 49423 and 5 CCR 600-611, as interpreted by the California Supreme Court in American Nurses Association v. Torlakson, health providers may train unlicensed school personnel to administer medication, including emergency anti-seizure medication. Such administration must be contingent upon a physician's written authorization for unlicensed personnel to administer the medication to the particular student. The district may revise the following regulation to reflect any district requirements related to the administration of such medication.

Definitions

Authorized health care provider means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Note: Education Code 49414, as amended by AB 1386 (Ch. 374, Statutes of 2016), defines "epinephrine auto injector" as follows:

Epinephrine auto-injector means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS (continued)

(cf. 5141.23 - Asthma Management)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

Note: Education Code 49414.3, as added by AB 1748 (Ch. 557, Statutes of 2016), provides the following definition of "opioid antagonist." See section "Emergency Medication for Opioid Overdose" below for requirements for districts that choose to provide opioid antagonists to school nurses or other designated school personnel to administer to persons suffering, or reasonably believed to be suffering, from an opioid overdose.

Opioid antagonist means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose. (Education Code 49414.3)

Notifications to Parents/Guardians

Note: Pursuant to Education Code 48980, districts must notify parents/guardians, at the beginning of each school year, of their rights and responsibilities (see section "Parent/Guardian Responsibilities" below) under Education Code 49423 pertaining to the administration of medication by school employees and self-administration of epinephrine by students. Though notification is not required for self-administration of any medication other than epinephrine, it is recommended that the annual notification include other medications to facilitate implementation by school personnel.

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS
(continued)

Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

Note: Education Code 49423 and 5 CCR 600 authorize districts to administer prescribed medication only upon receipt of written statements from the student's authorized health care provider and parent/guardian. Appropriate statements must be received before students are allowed to carry and self-administer diabetes medication pursuant to Education Code 49414.5, auto-injectable epinephrine pursuant to Education Code 49423, or asthma medication pursuant to Education Code 49423.1. Districts may choose to allow students to carry and self-administer other types of medication beyond those authorized by the Education Code. If so, the district should modify the following section accordingly. See the accompanying Board policy.

1. **Providing Submitting the** parent/guardian **written statement** and **the** authorized health care provider's written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)
2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician, and updating the information when needed. (Education Code 49480)

Note: Pursuant to 5 CCR 606, the district is authorized to establish rules for the delivery and storage of medication on a school site.

3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS (continued)

Parent/Guardian Statement

Note: 5 CCR 603 authorizes the district to establish specific requirements regarding the parent/guardian's written statement. The following list should be modified to reflect the district's requirements.

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands **the** his/her responsibilities ~~to enable district employees to administer or otherwise assist the student in the administration of medication, including, but not limited to, the parent/guardian's responsibility~~ to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands ~~that he/she may~~ **the right to** terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that ~~his/her child~~ **the student** be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS (continued)

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to **his/her child the student**, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

Health Care Provider Statement

Note: Education Code 49423 and 49423.1 and 5 CCR 602 list items that the authorized health care provider's written statement must contain, as specified in items #1-5 below. Districts that request additional information in the statement should modify the following list accordingly.

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that **his/her child the student** be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)
5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)

Note: Items #6-8 below may be revised to reflect district practice.

6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS
(continued)

7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

Note: Pursuant to Education Code 49423.1, as amended by AB 743 (Ch. 101, Statutes of 2019), districts must accept a written statement pertaining to inhaled asthma medication from a physician or surgeon who is contracted with a prepaid health plan operating under the laws of Mexico that is licensed as a health care service plan in California pursuant to Health and Safety Code 1351.2 .

For self-administration of inhaled asthma medication, the district shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statement shall be in English and Spanish, and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

District Responsibilities

Note: The following section should be modified to reflect district practice.

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered

Note: 5 CCR 601 specifies items that districts may, but are not required to, include in the medication log, as provided in item #4 below.

4. Maintain for each student a medication log which may:

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS
(continued)

- a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information
- b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication

Note: 5 CCR 601 specifies items that may be included in the medication record, as detailed below. In addition, 5 CCR 607 authorizes the district to establish policies regarding documentation of medication, including the maintenance of the medication record.

5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
6. Ensure that student confidentiality is appropriately maintained

(cf. 5125 - Student Records)

7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities

(cf. 5148.2 - Before/After School Programs)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

8. Report to a student's parent/guardian and the site administrator any refusal by the student to take **his/her the** medication
9. Keep all medication to be administered by the district in a locked drawer or cabinet
10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose

Note: 5 CCR 609 authorizes the district to establish policies regarding unused, discontinued, or outdated medication.

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS
(continued)

12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance, directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance
14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

Emergency Epinephrine Auto-Injectors

Note: Education Code 49414 requires districts to provide epinephrine auto-injectors to school nurses or other employees who volunteer and receive training, which they may use to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an anaphylactic reaction.

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Note: Education Code 49414 specifies topics to be included in training for employees who volunteer to be trained in the use of epinephrine auto-injectors. Education Code 49414 requires the Superintendent of Public Instruction (SPI), in consultation with specified agencies and organizations, to review the minimum standards for the training at least every five years. These standards are available on the California Department of Education's **(CDE)** web site.

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS
(continued)

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414 and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Education Code 49414 specifies the type of epinephrine auto-injectors that must be provided to each school and the district personnel authorized to obtain the prescriptions. The following paragraphs may be revised to reflect the position(s) assigned to fulfill this responsibility and the grade levels maintained by the district.

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in ~~his/her~~ **the employee's** personnel file. (Education Code 49414)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

(cf. 3290 - Gifts, Grants and Bequests)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS
(continued)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

(cf. 3580 - District Records)

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Policy Reference UPDATE Service

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CSBA Sample Board Policy

Instruction

BP 6143(a)

COURSES OF STUDY

The Governing Board recognizes that a well-aligned sequence of courses fosters academic **progress growth** and provides for the best possible use of instructional time. The district's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful ~~in school, college, and the workplace~~ **academically, professionally, and personally.**

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

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

Note: The following **optional** paragraph should be revised to reflect the grade levels offered by the district. For example, unified school districts need to be concerned about articulation of courses within the district and with postsecondary institutions, whereas elementary districts and high school districts will ~~also~~ need to address articulation with each other.

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. As necessary, ~~he/she also~~ **the Superintendent or designee** shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, **only utilizes prerequisites that are essential to success in a given program or course**, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

The district shall not provide any course separately on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability or require or refuse participation by any of its students on any such basis. (5 CCR 4940)

(cf. 0415 - Equity)

(cf. 5145.3 - Nondiscrimination/Harassment)

Elementary Grades

Note: The following section is for use by districts offering elementary grades and may be revised to reflect district practice. Education Code 51225.4 **mandates** elementary school districts to certify to the Superintendent of Public Instruction that they have adopted a policy to implement a course of instruction that sufficiently prepares students for the secondary courses required for graduation pursuant to Education Code 51225.3.

COURSES OF STUDY (continued)

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary course of study.

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

Secondary Grades

Note: Education Code 51228 requires districts to offer students in grades 7-12 a course of study that fulfills the requirements and prerequisites for admission to California colleges. Education Code 51228 also requires districts to offer such students the opportunity to attain entry-level employment skills. Pursuant to Education Code 51228, districts that adopt a course of study that meets or exceeds the state model curriculum standards in career technical education will be deemed to have satisfied the requirement.

Education Code 66204 prohibits a public school from establishing any policy or practice that directs any student away from choosing programs that prepare **him/her a student** academically for college, especially for cultural or linguistic reasons.

The following paragraph is for use by districts maintaining any of grades 7-12 and should be revised to reflect the grade levels offered by the district.

The district shall offer all otherwise qualified students in grades 7-12 a course of study that prepares them, upon graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry. (Education Code 51228)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6141.5 - Advanced Placement)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6178 - Career Technical Education)

Note: The remainder of this policy is for use by districts maintaining any of grades 9-12.

In addition, the course of study for students in grades 9-12 shall include instruction in skills and knowledge for adult life, career technical training, and a timely opportunity for all otherwise qualified students to enroll, within four years **before graduation**, in each course necessary to fulfill the requirements and prerequisites for admission to California public colleges and universities **prior to graduation**. (Education Code 51224, 51228)

Note: Among the criteria for admission to the University of California (UC) or California State University system is a requirement that high school students satisfactorily complete 15 units of specified courses ("a-g" courses). These include a growing number of career technical education courses that connect knowledge of academic content with practical or work-related applications.

In order to qualify as an "a-g" course, the course must first be submitted to and approved by UC. Education Code 51229 requires that districts annually provide the list of certified courses to students in grades 9-12 **and their parents/guardians**; see the accompanying administrative regulation and E 5145.6 - Parental Notifications.

COURSES OF STUDY (continued)

The Superintendent or designee shall develop a process by which courses that meet **California** college admission criteria (referred to as "a-g" course requirements) are submitted to the University of California for review and certification. ~~He/she~~ **The Superintendent or designee** shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to ~~each~~ **all** students in grades 9-12 **and their parents/guardians**, and shall make updated lists readily available. (Education Code 51229, 66204)

Legal Reference: (see next page)

COURSES OF STUDY (continued)*Legal Reference:*EDUCATION CODE

33319.3 Driver education; CDE materials on road rage

33540 Government and civics instruction in interaction with government agencies

48980 Parental notifications

51202 Instruction in personal and public health and safety

51203 Instruction on alcohol, narcotics and restricted dangerous drugs

51204 Course of study designed for student's needs

51204.5 Social science instruction; history of California; contributions of various groups

51210-51212 Course of study for grades 1-6

51220-51229 Course of study for grades 7-12

51241 Exemption from physical education

51911-51921 Comprehensive health education

51930-51939 Comprehensive sexual health and HIV/AIDS prevention instruction

51940 Curriculum for brain and spinal cord injury prevention

60040-60052 Requirements for instructional materials

66204 Certification of high school courses as meeting university admission criteria

HEALTH AND SAFETY CODE

11032 Definitions of dangerous drugs

CODE OF REGULATIONS, TITLE 5**4940 Nondiscrimination; course access**10020-~~10049~~ **10043** Automobile driver education and training

10060 Physical education program

UNITED STATES CODE, TITLE 20~~6104~~ **6111**-6251 School-to-Work Opportunities Act of 1994*Management Resources:*WEB SITESCSBA: <http://www.csba.org>**American Health Association: <https://www.heart.org>****American Red Cross, Hands-Only CPR: <https://www.redcross.org/take-a-class>**California Career Resource Network: <http://www.californiacareers.info>California Colleges.edu: <http://www.californiacolleges.edu>California Department of Education: <https://www.cde.ca.gov>California State University, Admission Requirements: http://www.csumentor.edu/planning/high_schoolUniversity of California, a-g Course Submissions: <http://www.ucop.edu/a-g>~~gGuide/ag/course_submissions~~ **<https://hs-articulation.ucop.edu/guide/update-your-a-g-list/submitting-courses>**

University of California, List of Approved a-g Courses:

~~<http://www.universityofcalifornia.edu/admissions/freshman/requirements>~~ **<https://hs-articulation.ucop.edu/agcourselist>**

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CSBA Sample Administrative Regulation

Instruction

AR 6143(a)

COURSES OF STUDY

Note: Education Code requirements for courses of study are generally classified into requirements for grades 1-6 and 7-12. Therefore, K-8 districts and high school districts need to collaborate with appropriate area districts to ensure that all required courses are offered sometime during grades 7-12.

The district should select the sections below ("Grades 1-6" and/or "Grades 7-12") that correspond with the grade levels it offers.

Grades 1-6

Note: Items #1-7 below are areas of study required by law for grades 1-6. The Governing Board may add other studies to this list.

Courses of study for grades 1-6 shall include the following:

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

1. English: knowledge and appreciation of language and literature, and the skills of speaking, reading, listening, spelling, handwriting, and composition (Education Code 51210)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Mathematics: concepts, operational skills, and problem solving (Education Code 51210)

(cf. 6142.92 - Mathematics Instruction)

3. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, including instruction in: (Education Code 51210)

- a. The history, resources, development, and government of California and the United States

Instruction shall include the early history of California and a study of the role and contributions of men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the economic,

COURSES OF STUDY (continued)

political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society. (Education Code 51204.5, 60040)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

(cf. 6142.3 - Civic Education)

(cf. 6142.94 - History-Social Science Instruction)

- b. The development of the American economic system, including the role of the entrepreneur and labor
- c. The relations of persons to their human and natural environments
- d. Eastern and western cultures and civilizations
- e. Contemporary issues
- f. The wise use of natural resources

(cf. 6142.5 - Environmental Education)

- 4. Science: biological and physical aspects, with emphasis on experimental inquiry and the place of humans in ecological systems (Education Code 51210)

(cf. 6142.93 - Science Instruction)

- 5. Visual and performing arts: instruction in dance, music, theatre, and visual arts aimed at developing aesthetic appreciation and creative expression (Education Code 51210)

(cf. 6142.6 - Visual and Performing Arts Education)

Note: Education Code 51202 requires that certain health-related topics be addressed at "the appropriate elementary and secondary grade levels" during grades K-12. Districts may revise #6a-e below to indicate topics that will be addressed in grades K-6.

Education Code 51203 requires the Board to adopt regulations specifying the grade(s) and course(s) in which drug and alcohol education will be given. For language fulfilling this mandate, see AR 5131.6 - Alcohol and Other Drugs.

- 6. Health: principles and practices of individual, family, and community health, including instruction at the appropriate grade levels and subject areas in: (Education Code 51202, 51210)

COURSES OF STUDY (continued)

- a. Personal and public safety and accident prevention, including instruction in emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and cardiopulmonary resuscitation when appropriate equipment is available

(cf. 6142.8 - Comprehensive Health Education)

- b. Fire prevention
- c. The protection and conservation of resources, including the necessity for the protection of the environment
- d. Venereal disease

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

- e. The effects of alcohol, narcotics, drugs, and tobacco upon the human body

(cf. 5131.6 - Alcohol and Other Drugs)

Note: The following item is **optional** pursuant to Education Code 51202.

- f. Violence as a public health issue
7. Physical education, with emphasis on physical activities conducive to health and vigor of body and mind (Education Code 51210)

(cf. 6142.7 - Physical Education and Activity)

Note: Item #8 below is **optional**. Education Code 51210.5 authorizes age-appropriate instruction on violence awareness and prevention within any area of study listed in items #1-7 above. Pursuant to Education Code 51210.5, such instruction may include personal testimony in the form of oral or video histories that illustrate the economic and cultural effects of violence within a city, the state, and the country. See BP 6142.94 - History-Social Science Instruction.

8. Violence awareness and prevention

Note: **Optional** item #9 below is not required by state law but is a highly recommended component of school-to-career instruction.

9. Career awareness exploration

(cf. 6178 - Career Technical Education)

COURSES OF STUDY (continued)

Grades 7-12

Note: Items #1-11 below are areas of study required by law for grades 7-12. The Board may add other studies to this list.

Courses of study for grades 7-12 shall include the following:

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.5 - Elementary/Middle School Graduation Requirements)
~~*(cf. 6162.52 - High School Exit Examination)*~~

1. English: knowledge and appreciation of literature, language, and composition, and the skills of reading, listening, and speaking (Education Code 51220)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, with instruction in: (Education Code 51220)

- a. The history, resources, development, and government of California and the United States, including instruction in:

- (1) The early history of California and a study of the role and contributions of both men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the economic, political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society (Education Code 51204.5)

Note: Education Code 51221.3 and 51221.4 encourage, but do not require, instruction on the topics described in optional subitems #(2)-(4) below. These items may be modified or deleted to reflect district practice.

For districts that choose to offer such instruction, Education Code 51221.3 and 51221.4 encourage that a component be drawn from personal testimony, especially in the form of oral or video history. If oral histories are used, they must conform to the requirements of Education Code 51221.3 and 51221.4. See BP 6142.94 - History-Social Science Instruction.

- (2) World War II, including the role of Americans and Filipino Americans who served in the United States Army during that time

COURSES OF STUDY (continued)

- (3) The Vietnam War, including the "Secret War" in Laos and role of Southeast Asians in that war
 - (4) The Bracero program, ~~under which temporary contract laborers were imported pursuant to,~~ **in which there was** a 1942 agreement between the United States and Mexico **authorizing the temporary migration of laborers to the United States**
- b. The American legal system, the operation of the juvenile and adult criminal justice systems, and the rights and duties of citizens under the criminal and civil law and the state and federal constitutions

Note: The following **optional** paragraph is for use by districts that offer a teen court or peer court program.

This course may include participation in a teen court or peer court program. (Education Code 51220.2)

(cf. 5138 - Conflict Resolution/Peer Mediation)

- c. The development of the American economic system, including the role of the entrepreneur and labor
- d. The relations of persons to their human and natural environments, including the wise use of natural resources (Education Code 51221)

(cf. 6142.5 - Environmental Education)

- e. Eastern and western cultures and civilizations

Note: Pursuant to Education Code 51220, instruction related to human rights issues, as provided in item #2f below, may include the study of the Armenian genocide. Education Code 51226.3 encourages the incorporation of oral testimony into instruction in human rights, including the Armenian, Cambodian, Darfur, and Rwandan genocides.

- f. Human rights issues, with particular attention to the study of the inhumanity of genocide (which may include, but is not limited to, the Armenian, Cambodian, Darfur, and Rwandan genocides), slavery, and the Holocaust
- g. Contemporary issues

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

(cf. 6142.3 - Civic Education)

(cf. 6142.94 - History-Social Science Instruction)

COURSES OF STUDY (continued)

3. **Foreign World** language(s): understanding, speaking, reading, and writing, beginning not later than grade 7 (Education Code 51220)

(cf. 6142.2 - World~~Foreign~~ Language Instruction)

4. Physical education: with emphasis on physical activities conducive to health and vigor of body and mind, as required by Education Code 51222 (Education Code 51220)

(cf. 6142.7 - Physical Education and Activity)

5. Science: physical and biological aspects; emphasis on basic concepts, theories, and processes of scientific investigation and on the place of humans in ecological systems; appropriate applications of the interrelation and interdependence of the sciences (Education Code 51220)

(cf. 6142.93 - Science Instruction)

6. Mathematics: mathematical understandings, operational skills, and problem-solving procedures; algebra (Education Code 51220, 51224.5)

(cf. 6142.92 - Mathematics Instruction)

7. Visual and performing arts: dance, music, theatre, and visual arts, with emphasis upon development of aesthetic appreciation and creative expression (Education Code 51220)

(cf. 6142.6 - Visual and Performing Arts Education)

Note: The reference to "homemaking" within Education Code 51220, as amended by AB 1595 (Ch. 543, Statutes of 2019), has been changed to "family and consumer sciences."

8. Applied arts: consumer ~~and homemaking~~ **education, family and consumer sciences** education, industrial arts, general business education, or general agriculture (Education Code 51220)

9. Career technical/vocational-technical education: in the occupations and in the numbers appropriate to the personnel needs of the state and community served and relevant to the career desires and needs of students (Education Code 51220)

(cf. 6178 - Career Technical Education)

COURSES OF STUDY (continued)

Note: Education Code 51934 requires that students be provided comprehensive sexual health and HIV prevention instruction at least once in middle school or junior high school and at least once in high school. See BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction for required components of such instruction.

~~Education Code 51934, as amended by AB 329 (Ch. 398, Statutes of 2015), requires that comprehensive sexual health education include information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and sex trafficking. In addition, pursuant to Education Code 51225.36, as added by SB 695 (Ch. 424, Statutes of 2015), districts that require a course in health education for high school graduation must include instruction in sexual harassment and violence with specified components.~~

10. Comprehensive sexual health and HIV prevention (Education Code 51225.36, 51934)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Note: Education Code 51202 requires that certain health-related topics be addressed at "the appropriate elementary and secondary grade levels" during grades K-12. Districts may revise item #11 below to indicate topics that will be addressed in grades 7-12.

Education Code 51203 requires the Board to adopt regulations specifying the grade(s) and course(s) in which drug and alcohol education will be given. For language fulfilling this mandate, see AR 5131.6 - Alcohol and Other Drugs.

Note: The following paragraph is for use by districts that require a course in health education for high school graduation; see BP 6146.1 - High School Graduation Requirements. Pursuant to Education Code 51225.6, ~~as added by AB 1719 (Ch. 556, 2016),~~ such districts are required to include instruction in performing compression-only cardiopulmonary resuscitation (CPR), as described below, ~~beginning in the 2018-19 school year.~~ Such instruction must be based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR, such as those developed by the American Heart Association or the American Red Cross, and must include hands-on practice in compression-only CPR. ~~Before the start of the 2017-18 school year, On its web site, the CDE is required to provide~~ guidance on how to implement this requirement, ~~including, but not limited to, who may provide instruction.~~

Education Code 51225.6, ~~as added,~~ also encourages districts to provide students with general information on the use and importance of an automated external defibrillator.

COURSES OF STUDY (continued)

Note: The following paragraph is for use by districts that maintain high schools.

High schools shall offer automobile driver education that includes instruction in: (Education Code 51220, 51220.1, 51220.4)

1. Vehicle Code provisions and other relevant state laws
2. Proper acceptance of personal responsibility in traffic
3. Appreciation of the causes, seriousness, and consequences of traffic accidents
4. Knowledge and attitudes necessary for the safe operation of motor vehicles
5. The safe operation of motorcycles
6. The dangers involved in consuming alcohol or drugs in connection with the operation of a motor vehicle
7. The rights and duties of a motorist **pertain**ing as they **pertain** to pedestrians and the rights and duties of pedestrians **pertain**ing as they **pertain** to traffic laws and traffic safety

Certification of College Preparatory Courses

Note: The following optional section is for use by districts that maintain grades 9-12 and may be revised to reflect district practice. Among the criteria for admission to the University of California (UC) or California State University system is a requirement that students satisfactorily complete 15 units of specified courses ("a-g" courses). In order to qualify as an "a-g" course, the course must first be submitted to and approved by UC. The district or school should develop course descriptions using the templates provided by UC and submit them through UC's online system.

Education Code 51225.37 encourages districts that offer world language courses specifically designed for native speakers to submit those courses to UC for certification and addition to the school's "a-g" course list.

According to the Frequently Asked Questions on UC's web site, UC considers the principal to be the certifying agent of the school, although the district's curriculum coordinator or an assistant principal or head counselor from the school may be assigned this responsibility. The following paragraph may be revised to reflect the position in the district or school(s) that is responsible for submitting and updating "a-g" courses.
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COURSES OF STUDY (continued)

The Superintendent or designee shall identify **district** courses **that may qualify for designation as "a-g" college preparatory courses, including courses** in history-social science, English, mathematics, laboratory science, languages other than English, visual and performing arts, career technical education, and college preparatory electives. ~~that may qualify for designation as "a-g" college preparatory courses. He/she~~ **The Superintendent or designee shall submit course information—any necessary information regarding each identified course** to the University of California (UC) **for "a-g" designation, including, but not necessarily limited to, the course title, subject area, grade level(s), unit value, a brief course description, prerequisites and co-requisites, texts and supplemental instructional materials used in the course, whether the school is seeking designation of the course as an honors course, and whether the course is classified as a career technical education or regional occupational program course. He/she also shall electronically submit updates to UC whenever course content changes or a course will not be offered in a particular year.**

Notification and Information to Students in Grades 9-12

Note: The following section is for use by districts that maintain grades 9-12.
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At the beginning of each school year, the Superintendent or designee shall provide written notice to parents/guardians of students in grades 9-12 that, to the extent possible, shall not exceed one page in length and that includes all of the following: (Education Code 51229)

1. A brief explanation of the course requirements for admission to UC and the California State University (CSU)

Note: The UC maintains a searchable web site that lists certified "a-g" courses for all regular California public high schools; see the management resources in the accompanying Board policy.
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2. A list of the current UC and CSU web sites that help students and their families learn about college admission requirements and that list high school courses that have been certified by UC as satisfying the requirements for admission to UC and CSU
3. A brief description of what career technical education is, as defined by the California Department of Education (CDE)
4. The Internet address for the portion of the CDE web site where students can learn more about career technical education
5. Information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or enroll in career technical education courses

COURSES OF STUDY (continued)

Note: Education Code 51225.8 requires districts, beginning with the 2020-21 school year, to provide specified information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the Dream Act application, as appropriate, at least once before grade 12. At the district's discretion, the information provided may be disseminated through in-class instruction, an existing program, family information sessions, group or individual sessions with school counselors, or other appropriate means.

The Superintendent or designee shall provide information to students and parents/guardians regarding the completion and submission of the Free Application for Federal Student Aid (FAFSA) and/or the Dream Act application at least once before grade 12. (Education Code 51225.8)

(cf. 5145.6 - Parental Notifications)

(cf. 6164.2 - Guidance/Counseling Services)

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CSBA Sample Board Policy

Instruction

BP 6154(a)

HOMEWORK/MAKEUP WORK

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

The Governing Board recognizes that meaningful homework assignments can be a valuable extension of student learning time and assist students in developing good study habits. Homework shall be **reasonably** assigned when necessary to support classroom lessons, enable students to complete unfinished assignments, or review and apply academic content for better understanding.

The Superintendent or designee shall collaborate with school administrators and teachers to develop and regularly review guidelines for the assignment of homework and the related responsibilities of students, staff, and parents/guardians. **These guidelines will be in alignment with the most current research associated with assigning and grading homework.**

Note: The following **optional** paragraph may be revised to specify the average number of minutes of homework that may be expected per day at each grade level, or the district may adopt an administrative regulation that contains such guidelines.

Homework assignments shall be reasonable in length as not to exceed recommended length of time required for completion and appropriate to the grade level and course. The Board expects that the number, frequency, and degree of difficulty of homework assignments will increase with the grade level and the maturity of students. Teachers shall assign homework only as necessary to fulfill academic goals and reinforce current instruction.

(cf. 6011 - Academic Standards)

As needed, teachers may receive training in designing relevant homework assignments that reinforce classroom learning objectives.

(cf. 4131 - Staff Development)

Note: The following **optional** paragraph may be revised to reflect district practice.

Although on-time completion of homework is important to maintain academic progress, the Board recognizes that students learn at different rates. Students shall receive credit for work that is completed late in order to encourage their continued learning.

Age-appropriate instruction may be given to help students allocate their time wisely, meet their deadlines, **learn to work independently**, and develop good personal study habits.

HOMEWORK/MAKEUP WORK (continued)

At the beginning of the school year, teachers shall communicate homework expectations to students and their parents/guardians. Homework guidelines ~~also~~ shall **also** be included in student and/or parent/**guardian** handbooks. These communications shall include the manner in which homework relates to achievement of academic standards and course content, the impact of homework assignments on students' grades, any school resources and programs that are available to provide homework support, and ways in which parents/guardians may appropriately assist their children.

Although it is the student's responsibility to undertake assignments independently, parents/guardians may serve as a resource and are encouraged to ensure that their child's homework assignments are completed. When a student repeatedly fails to complete ~~his/her~~ homework, the teacher shall notify the student's parents/guardians as soon as possible so that corrective action can be taken prior to the release of any final grades or report cards.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

Note: The following paragraph should be revised to reflect district practice. Pursuant to Education Code 8482.3, before-school and after-school programs operated under the After School Education and Safety Program (Education Code 8482-8484.65) and/or the federal 21st Century Community Learning Center program (Education Code 8484.7-8484.9; 20 USC 7171-7176) are required to include an educational and literacy component in which tutoring or homework assistance is provided in language arts, mathematics, history-social science, computer training, and/or science. If the district offers a before-school or after-school program under the 21st Century High School After School Safety and Enrichment for Teens program for grades 9-12 (Education Code 8420-8428; 20 USC 7171-7176), the program must include an academic assistance program, which may include homework assistance. See AR 5148.2 - Before/After School Programs. In addition, some districts offer a supervised study hall elective which high school students can take instead of other electives.

To further support students' homework efforts, the Superintendent or designee may establish and maintain ~~telephone help lines~~ **electronic forums**, provide access to school library media centers and technological resources, and/or provide before-school and after-school programs where students can receive homework assistance from teachers, volunteers, and/or student tutors. The Board encourages the Superintendent or designee to design class and transportation schedules that will enable students to make use of homework support services.

(cf. 1240 - Volunteer Assistance)

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

(cf. 3541 - Transportation Routes and Services)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6112 - School Day)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6163.1 - Library Media Centers)

HOMEWORK/MAKEUP WORK (continued)

Teachers shall review all completed homework to assess the student's understanding of academic content and shall provide timely feedback to the student.

Makeup Work

Note: Pursuant to Education Code 48205, students who miss school work because of an excused absence must be given full credit for makeup work satisfactorily completed within a reasonable period of time. State law does not require districts to give full credit for makeup work following an unexcused absence. However, CSBA's governance brief Research-Supported Strategies to Improve the Accuracy and Fairness of Grades recommends that student absence be dealt with separately from determining students' academic understanding and progress. Thus, the following paragraph provides for full credit to be awarded for satisfactory completion of makeup work regardless of the reason for the absence, an approach which is consistent with BP/AR 5121 - Grades/Evaluation for Student Achievement. Also see BP/AR 5113.1 - Chronic Absence and Truancy for strategies to address excessive excused and/or unexcused absences. The district may revise the following paragraph to reflect district practice, provided that it ensures compliance with Education Code 48205.

Students who ~~miss school work~~ **are absent from school** shall be given the opportunity to complete all assignments and tests that can be reasonably provided. As determined by the teacher, the assignments and tests shall be ~~reasonably~~ equivalent to, but not necessarily identical to, the assignments and tests missed during the absence. Students shall receive full credit for work satisfactorily completed within a reasonable period of time.

(cf. 5113 - Absences and Excuses)

The Superintendent or designee shall notify parents/guardians that no student may have ~~his/her~~ **a** grade reduced or lose academic credit for any excused absence when missed assignments and tests are satisfactorily completed within a reasonable period of time. Such notification shall include the full text of Education Code 48205. (Education Code 48980)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5145.6 - Parental Notifications)

Suspended Students

Note: Education Code 48913.5, as added by AB 982 (Ch. 779, Statutes of 2019), requires that when a parent/guardian of a student who has been suspended for two or more school days requests homework that the student would otherwise have been assigned, the student's teacher shall provide such homework.

When a parent/guardian of a student who has been suspended for two or more school days requests homework that the student would otherwise have been assigned, the student's teacher shall provide such homework. If a homework assignment is requested and is turned in to the teacher by the student either upon the student's return from suspension or within the timeframe originally prescribed by the teacher, whichever is

HOMEWORK/MAKEUP WORK (continued)

later, and is not graded before the end of the academic term, the homework assignment shall not be included in the calculation of the student's overall grade in the class. (Education Code 48913.5)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the suspension. (Education Code 48913)

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

Legal Reference:

EDUCATION CODE

8420-8428 *21st Century High School After School Safety and Enrichment for Teens*

8482-8484.65 *After School Education and Safety Program*

8484.7-8484.9 *21st Century Community Learning Centers*

48205 *Absences for personal reasons*

48913 *Completion of work missed by suspended student*

48913.5 *Homework assignments for suspended students*

48980 *Parental notifications*

UNITED STATES CODE, TITLE 20

7171-7176 *21st Century Community Learning Centers*

Management Resources:

CSBA PUBLICATIONS

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance Brief,
July 2016

WEB SITES

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

California State PTA: <http://www.capta.org>

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CSBA Sample Administrative Regulation

Instruction

AR 6174(a)

EDUCATION FOR ENGLISH LEARNERS

Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

Integrated English language development means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

Native speaker of English means a student who has learned and used English at home from early childhood and English has been the primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

Note: Education Code 52164.1 and 5 CCR 11307 require the district to administer a home language survey to all enrolled students. A sample home language survey form in English and Spanish is available on the California Department of Education's (CDE) web site.

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307, **11518.5**)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: When the home language survey indicates that a student's proficiency in English should be tested, Education Code 313 requires the district to administer a state assessment of English language proficiency. The English Language Proficiency Assessments for California (ELPAC) are used for initial identification of language proficiency and subsequently for annual assessment of language proficiency.

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). **Prior to administering the ELPAC, the Superintendent or designee shall notify the student's parent/guardian in writing that the student will be administered the initial ELPAC.** (Education Code 313, 52164.1; 5 CCR 11518.5)

~~Each year after a student is identified as an English learner and until the student is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)~~

Note: 5 CCR 11518.35 specifies "universal tools" that may be used with all students in ELPAC administration, and "designated supports" and "accommodations" that may be used with students with disabilities when specified in their individualized education program or Section 504 plan.

The Individuals with Disabilities in Education Act (20 USC 1412) requires that students with disabilities be included in all state assessments, including the ELPAC as appropriate. Pursuant to 5 CCR 11518.30, students with the most significant cognitive disabilities who cannot participate in the assessment, even with appropriate accommodations, must be given an alternate assessment of English proficiency. 34 CFR 200.16 provides that, if an English learner with a disability is unable to take the assessment with accommodations, the state accountability system must include the student's score on any part(s) of the test for which it is possible to assess the student (i.e., speaking, reading, listening, writing).

Pursuant to Education Code 56305, CDE has developed a manual, California Practitioners' Guide for Educating English Learners with Disabilities, which provides guidance on identifying, assessing, supporting, and reclassifying English learners with disabilities.

Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.35.

(cf. 6159 - Individualized Education Program)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6164.6 - Identification and Education Under Section 504)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: The remainder of this section specifies notifications that must be sent to parents/guardians regarding assessment results and available programs for English learners. CDE has developed sample notification letters, available on its web site in multiple translations, to notify parents/guardians of the initial identification of a student as an English learner or as initially fluent English proficient and to notify them of the results of an annual assessment.

Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to their parents/guardians must be written in English and in the primary language and may be answered by the parent/guardian in either language.

Based on the initial assessment, the student shall be classified either as initially fluent in English proficient or as an English learner. The Superintendent or designee shall notify the student's parent/guardian, in writing, of the results of the ELPAC initial assessment within 30 calendar days after the student's date of initial enrollment, or, if administered prior to the student's initial date of enrollment, up to 60 calendar days prior to such enrollment, but not before July 1 of the school year of the student's initial enrollment. The notice shall indicate whether the student met the ELPAC initial assessment criterion for proficiency and include the district's contact information for use if the parent/guardian has questions or concerns regarding the student's classification. (5 CCR 11518.5)

Each year after a student is identified as an English learner and until the student is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The Superintendent or designee shall notify parents/guardians of their child's results on the **summative assessment of the** ELPAC within 30 calendar days following receipt of the results from the test contractor or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year. (Education Code 52164.1; 5 CCR 11518.15)

(cf. 5145.6 - Parental Notifications)

Note: The following paragraph is for use by districts that receive federal funds under either Title I or Title III for services to English learners, and may be adapted for use by other districts. Pursuant to Education Code 440 and 20 USC 6312, districts receiving Title I or Title III funds are required to provide parents/guardians with notification of their child's identification as an English learner and placement in a language acquisition program.

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of the student's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for

EDUCATION FOR ENGLISH LEARNERS (continued)

program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
 - b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop English proficiency and meet age-appropriate academic standards for grade promotion and graduation
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - e. **Where When** the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

Note: Education Code 313.2 requires that the notice contain information in regard to (1) whether the student is a long-term English learner, or English learner at risk of becoming a long-term English learner, and (2) the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help them develop English proficiency and achieve academic standards. Districts may send an alternate notice if the definitions of long-term English learners and those at risk of becoming long-term English learners used by the district are broader than those defined in Education Code 313.1, the notice states that the definitions utilized by the district are broader, and the notice contains the information specified in item #4 below.

4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the

EDUCATION FOR ENGLISH LEARNERS (continued)

manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards

5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available
7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

Language Acquisition Programs

Note: Pursuant to 5 CCR 11311, districts are required to establish a process for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. Each school is required to follow the process even when the district provides the language acquisition program at another school site. The following section includes the components of the process required by 5 CCR 11311 and may be expanded to reflect district practice.

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.
2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.

EDUCATION FOR ENGLISH LEARNERS (continued)

3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:
 - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program
 - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals
 - c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
 - d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the

EDUCATION FOR ENGLISH LEARNERS (continued)

- appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
 6. The process to request establishment of a language acquisition program not offered at the school
 7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

Reclassification/Redesignation

The district shall ~~continue to~~ provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers and academic deficits in other areas of the core curriculum. ~~until they:~~ (5 CCR 11302)

1. ~~Demonstrate English language proficiency comparable to that of the district's average native English language speakers~~
2. ~~Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers~~

Reclassification/Redesignation

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

Note: Education Code 313 and 52164.6 and 5 CCR 11303 require that the district's reclassification process include, at a minimum, the criteria specified in items #1-4 below. Additional guidance is available on CDE's web site. The district may expand the following list to reflect any additional criteria it has established.

The procedures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

EDUCATION FOR ENGLISH LEARNERS (continued)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC

Note: Pursuant to Education Code 313.3, ~~as added by AB 1808 (Ch. 32, Statutes of 2018)~~, CDE is required to develop, by June 30, 2020, a standardized teacher observation protocol for use in evaluating a student's English language proficiency, as required by item #2 below, as well as professional development tools to train teachers on the use of the protocol.

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian involvement, including:
 - a. Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate
 - b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process

Note: Pursuant to Education Code 313, the fourth criterion requires comparison of student performance on an objective assessment of basic skills that provides an empirically established range of performance of English proficient students of the same age. A letter from CDE to district superintendents (Reclassification Guidance for 2017-18) dated April 28, 2017 clarifies that the Smarter Balanced Summative Assessment may be used as a local measure of the fourth criterion, or districts may select another local assessment. CDE correspondence, which is available on its web site, provides examples of appropriate measures ~~and is available on CDE's web site.~~

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record. (5 CCR 11305)

(cf. 5125 - Student Records)

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

Note: ~~The following optional paragraph may be revised to reflect district practice. Pursuant to 20 USC 6841, districts receiving federal Title III funding are required to report to CDE the number and percentage of English learners, including English learners with a disability, meeting state academic~~

EDUCATION FOR ENGLISH LEARNERS (continued)

standards for each of four years after they are no longer receiving services under Title III. In the Federal Program Monitoring process, CDE reviews whether the district monitors the progress of reclassified students for a minimum of four years to ensure correct classification and placement of reclassified students and the provision of additional academic support as needed. Districts that do not receive Title III funding may revise the following paragraph to reflect district practice.

The Superintendent or designee shall monitor students for at least ~~two~~ **four** years following their reclassification to **ensure correct classification and placement and to** determine whether any additional academic support is needed.

Advisory Committees

Note: The following section should be revised to reflect district practice. Pursuant to 5 CCR 11308, a ~~parent/guardian~~ **an** advisory committee **on programs and services for English learners** is required for any district with over 50 English learners and for each school with over 20 English learners. Duties of the advisory committees are specified in **Education Code 52176 and** 5 CCR 11308.

~~A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level~~ **school-level English Learner Advisory Committee (ELAC) shall be established** when there are more than 20 English learners at the school. Parents/guardians of English learners, **elected by parents/guardians of English learners at the school,** shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. **The school may designate for this purpose an existing school-level advisory committee provided that it meets these criteria for committee membership.** (Education Code 52176; 5 CCR 11308)

The ELAC shall be responsible for assisting in the development of a schoolwide needs assessment, recommending ways to make parents/guardians aware of the importance of school attendance, and advising the principal and school staff in the development of a detailed master plan for English learners for the individual school and submitting the plan to the Governing Board for consideration for inclusion in the district master plan. (Education Code 52176)

Note: Pursuant to 5 CCR 11308, each school-level English Learning Advisory Committee (ELAC) is entitled to elect at least one member to the District English Learner Advisory Committee (DELAC). If there are more than 30 ELACs in the district, the district may use a system of proportional or regional representation. The following paragraph may be revised to reflect district practice.

When the district has more than 50 English learners, the Superintendent or designee shall establish a District English Learner Advisory Committee (DELAC), the majority of whose membership shall be composed of parents/guardians of English learners who are not employed by the district. Alternatively, the district may use a subcommittee of

EDUCATION FOR ENGLISH LEARNERS (continued)

an existing districtwide advisory committee on which parents/guardians of English learners have membership in at least the same percentage as English learners represent of the total number of students in the district. (Education Code 52176)

Note: 5 CCR 11308 delineates the duties of the DELAC, as provided below. The list of DELAC duties on the CDE's web site omits item #5, administration of the annual language census.

The ~~district's English language advisory committee~~**DELAC** shall advise the **Governing Board** on at least the following tasks: (5 CCR 11308)

1. ~~The development of a~~**Developing a district master** plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. ~~The~~**Conducting a** districtwide needs assessment on a school-by-school basis
3. ~~Establishment of~~**Establishing** a district program, goals, and objectives for programs and services for English learners
4. ~~Development of~~**Developing** a plan to ensure compliance with applicable teacher or **instructional** aide requirements
5. ~~Administration of~~**Administering** the annual language census
6. ~~Review of~~**Reviewing** and **commenting** on the district's reclassification procedures
- 7. Reviewing and commenting on the required written parental notifications**

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

Note: The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English learner parent advisory committee to review and comment on the district's

EDUCATION FOR ENGLISH LEARNERS (continued)

local control and accountability plan; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495 requires this committee to include a majority of parents/guardians of English learners.

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

(cf. 0460 - Local Control and Accountability Plan)

The ~~advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could~~ **DELAC may also** serve as the LCAP English learner advisory committee ~~if its composition includes a majority of parents/guardians of English learners.~~

(7/18 7/19) 12/19

CSBA Sample Administrative Regulation

Instruction

AR 6175(a)

MIGRANT EDUCATION PROGRAM

Note: The following **optional** administrative regulation reflects requirements of the migrant education program established pursuant to federal Title I, Part C (20 USC 6391-6399) and Education Code 54440-54445 and should be revised to reflect the district's agreement with the regional service center.

Eligibility

Note: Student eligibility for migrant education services is based on criteria delineated in 20 USC 6399, ~~as amended by the Every Student Succeeds Act (P.L. 114-95)~~, and 34 CFR 200.81. Eligibility is established through an interview conducted by a migrant education recruiter, who is employed by either the regional service center or district and has received specialized training and authorization to identify and recruit families for the migrant education program. Recruitment and identification procedures are detailed in the California Department of Education's (CDE) 2017 State Service Delivery Plan.

Pursuant to 34 CFR 200.89, regional service centers are required to annually validate eligibility through the re-interview of parents/guardians of a randomly selected sample of students previously identified as migrant.

Students age 3 to 21 years shall be eligible for the district's migrant education program if they, their parents/guardians, or their spouses are migratory agricultural workers or fishers who, in the preceding 36 months, moved into the district due to economic necessity and engaged in new temporary or seasonal employment or personal subsistence in agriculture or fishing. If such employment was not secured soon after the move, students may be considered migrant students if they, their parents/guardians, or their spouses actively sought such new employment and have a recent history of moves for temporary or seasonal agricultural or fishing employment. (20 USC 6399; 34 CFR 200.81)

Note: The last sentence of the following paragraph should be deleted by districts that do not offer classes at the secondary level.

A student who ceases to be a migrant student during a school term shall be eligible for services until the end of the term. If comparable services are not available through other programs, a student who is no longer migratory may continue to receive services for one additional school year. Students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. (20 USC 6394)

Enrollment

Note: The following section reflects enrollment rights granted to migrant students pursuant to Education Code 48204.7, as added by AB 1319 (Ch. 458, Statutes of 2019).

A migrant student shall be immediately enrolled in the district even if the student: (Education Code 48204.7)

MIGRANT EDUCATION PROGRAM (continued)

- 1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended**

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

- 2. Does not have clothing normally required by the school, such as school uniforms**

(cf. 5132 - Dress and Grooming)

- 3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, medical records, including, but not limited to, records or other proof of immunization history, or other documentation**

(cf. 5111.1 - District Residency)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

If a migrant student experiences a change in residence, the student may remain enrolled in the school of origin for the duration of the student's status as a migrant student. (Education Code 48204.7)

If a student's status as a migrant student changes during a school year, the Superintendent or designee shall allow the student to continue at the school of origin through the duration of that school year or, if the student is enrolled in a high school, through graduation. (Education Code 48204.7)

A migrant student who is transitioning between school grade levels shall be allowed to continue in the district of origin in the same attendance area to provide the student the benefit of matriculating with peers in accordance with the established feeder patterns of school districts. A migrant student who is transitioning to a middle school or high school designated for matriculation in another school district shall be allowed to enroll in that school. (Education Code 48204.7)

The Superintendent or designee shall inform a migrant student and the student's parent/guardian of the impact of remaining in the school of origin on the student's eligibility to receive migrant education services pursuant to Education Code 54440-54445. (Education Code 48204.7)

The Superintendent or designee may, but is not required to, provide transportation to enable a migrant student to attend the school of origin, unless otherwise required by federal law. (Education Code 48204.7)

MIGRANT EDUCATION PROGRAM (continued)

Student Records

Note: Pursuant to 34 CFR 200.89, CDE and agencies operating migrant education programs must maintain a Certificate of Eligibility form and any additional documentation needed to confirm each student's eligibility.

Education Code 234.7 prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members, except as required by law or to administer a state or federally supported educational program. If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing that information to U.S. Immigration and Customs Enforcement. See BP/AR 5145.13 - Response to Immigration Enforcement.

The Superintendent or designee shall maintain records documenting the eligibility of students enrolled in the district's migrant education program. However, the district shall not collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining eligibility for migrant education services.

(cf. 5125 - Student Records)

(cf. 5145.13 - Response to Immigration Enforcement)

Note: 20 USC 6398 requires districts receiving migrant education funds to make student records available at no cost to another district that requests the records, if the request is made to meet the needs of a migrant student. State law requiring the transfer of records for all students is reflected in BP/AR 5125 - Student Records. In California, the Migrant Student Information Network, developed and maintained by WestEd, assists CDE and each regional center with migrant student data collection and reporting.

The Superintendent or designee shall acquire education and health records from migrant students' previous school districts, as appropriate.

When a migrant student transfers to another district, the student's records shall be provided to the receiving district upon request at no cost in order to assist that district in meeting the needs of the student. (20 USC 6398)

Program Components

Note: The following section may be revised to reflect the district's service agreement with the regional service center.

The migrant education program shall include all of the following components: (Education Code 54443.1)

1. A general needs assessment summarizing the needs of the population to be served
2. A comprehensive program to meet the educational, health, and related needs of participating students which supplements the district program and includes, but is not limited to:

MIGRANT EDUCATION PROGRAM (continued)

- a. Instructional services, including academic, remedial and compensatory, bilingual-crosscultural, and career technical instruction

(cf. 6174 - Education for English Learners)

(cf. 6177 - Summer Learning Programs)

(cf. 6178 - Career Technical Education)

- b. Counseling and career education services

(cf. 6164.2 - Guidance/Counseling Services)

- c. Preschool services in accordance with Education Code 54443

(cf. 5148.3 - Preschool/Early Childhood Education)

- d. Other educational services that are not otherwise available in sufficient quantity or quality to eligible migrant students

- e. The acquisition of instructional materials and equipment necessary to adequately provide the appropriate services

- f. Other related services to meet the special needs of eligible migrant students to enable them to participate effectively in instructional services

- g. The coordination and teaming of existing resources serving migrant students, such as bilingual-crosscultural education, health screening, and compensatory education

(cf. 5141.6 - School Health Services)

(cf. 5147 - Dropout Prevention)

(cf. 6171 - Title I Programs)

3. Individual assessment of the educational and relevant health needs of each participating student, within 30 days of enrollment, including assessments concurrently provided pursuant to compensatory education, bilingual-crosscultural education, school improvement programs, and other programs serving the student

4. A brief individual learning plan listing the services to be provided to each student, which shall be given to the parent/guardian in writing or at a parent/guardian conference, annually and when the student moves to a new district

5. Staffing and staff development plans and practices to meet the needs of students and implement the program

(cf. 4131 - Staff Development)

MIGRANT EDUCATION PROGRAM (continued)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. Parent/guardian and community involvement as specified in Education Code 54444.2, including, but not necessarily limited to, the establishment of a parent/guardian advisory council to actively involve parents/guardians in planning, operating, and evaluating the district's migrant education program

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

Note: 20 USC 6394 requires "the same" parent involvement in migrant education programs as is required for Title I programs for disadvantaged students (see BP/AR 6020 - Parent Involvement), unless extraordinary circumstances make such provision impractical.

The migrant education program shall provide for the same opportunities for parent/guardian involvement that are provided to parents/guardians for federal Title I programs. (20 USC 6394)

7. Evaluations which include annual student progress and overall program effectiveness and quality control reports

Note: The following **optional** paragraph is for use by districts that offer a Migrant Education Even Start family literacy program pursuant to 20 USC 6381-6381k and 34 CFR 200.80 and may be revised to reflect district practice.

Contingent upon funding, the district shall provide home-based and/or school-based family literacy services to migrant families to enhance literacy levels, parenting skills, and English language skills of parents/guardians.

Summer School

Note: Pursuant to Education Code 54444.3, each district receiving federal migrant education funding is required to conduct summer school programs for eligible migrant students. Before establishing the program, the district must submit an application for approval to the Superintendent of Public Instruction. The following section may be revised to reflect the grade levels offered by the district.

The district shall conduct summer school program(s) for eligible migrant students. The summer school program shall respond to the individual needs of participating students and shall build on and be consistent with the instructional programs offered to these students during the regular school year. Coursework shall be of the same level of difficulty in each subject as that provided to students enrolled in regular classes of instruction within the district in the preceding year. (Education Code 54444.3)

MIGRANT EDUCATION PROGRAM (continued)

Teachers in the summer school program shall have cultural training or background and understanding of the special needs of migrant students and possess the proper credential for the subjects and grade levels to which they are assigned. (Education Code 54444.3)

The program shall comply with the following requirements for instructional time: (Education Code 54444.3)

1. For kindergarten class, a minimum of 180 minutes per day, including recesses, for not less than 20 instructional days
2. For grades 1-8, a minimum of 200 minutes per day, including recesses and passing time but excluding noon intermissions, for not less than 20 instructional days
3. For grades 7-12, a minimum of 240 minutes per day, including passing time but excluding noon intermissions, for not less than 30 instructional days

When district facilities that are suitable for the summer climate are available, the district shall make facilities available at cost to other agencies that request facilities for the operation of migrant summer school programs. When approved by the Superintendent of Public Instruction, the district may jointly offer facilities with a neighboring district to meet the needs of the migrant summer school program for the entire area. (Education Code 54444.3)

Applicability of Graduation Requirements

Note: The following section is for use by districts maintaining high schools.

To obtain a high school diploma, migrant students shall complete all courses required by Education Code 51225.3 and shall generally fulfill any additional **local** graduation requirements prescribed by the Board.

(cf. 6146.1 - High School Graduation Requirements)

Note: Whenever a migrant student transfers between districts or schools in grades 11-12, Education Code 51225.1, as amended by AB 2121 (Ch. 581, Statutes of 2018) , exempts such students from the requirement to complete district-established graduation requirements that are in addition to the state requirements, under the conditions described below. Also see BP 6146.1 - High School Graduation Requirements.

However, when a migrant student who has completed the second year of high school transfers into the district or transfers between high schools within the district, the student shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the transfer, the Superintendent

MIGRANT EDUCATION PROGRAM (continued)

or designee shall notify the student and the student's parent/guardian of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student no longer meets the definition of a migrant student. (Education Code 51225.1)

(cf. 5145.6 - Parental Notifications)

To determine whether a migrant student is in the third or fourth year of high school, the district shall use either the number of credits the student has earned as of the date of the transfer or the length of school enrollment, whichever qualifies the student for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any migrant student who is granted an exemption and the student's parent/guardian how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a migrant student to transfer schools in order to qualify for an exemption, and no request for a transfer solely to qualify for an exemption shall be made by a migrant student or parent/guardian. (Education Code 51225.1)

If a migrant student is exempted from local graduation requirements, the exemption shall continue to apply after the student no longer meets the definition of a migrant student if the student is still enrolled in school or transfers to another school or district. (Education Code 51225.1)

Upon making a finding that a migrant student is reasonably able to complete district graduation requirements within a fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the student and parent/guardian of the student's option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution
2. Provide information to the student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the student or parent/guardian, permit the student to stay in school for a fifth year to complete the district's graduation requirements

MIGRANT EDUCATION PROGRAM (continued)

Parent Advisory Council

The parent advisory council shall be comprised of members who are knowledgeable of the needs of migrant students and shall be elected by the parents/guardians of students enrolled in the district's migrant education program. The composition of the council shall be determined by the parents/guardians at a general meeting to which all parents/guardians of participating students shall be invited. The parents/guardians shall be informed, in a language they understand, that they have the sole authority to decide on the composition of the council. (Education Code 54444.2)

At least two-thirds of the advisory council shall consist of parents/guardians of migrant students. (Education Code 54444.2)

All parent/guardian candidates for the council shall be nominated by parents/guardians. Nonparent candidates, such as teachers, administrators, other school personnel, or students, shall be nominated by the groups they represent. All other community candidates shall be nominated by the parents/guardians. (Education Code 54444.2)

The parent/guardian advisory council shall meet at least six times during the year and shall: (Education Code 54444.4)

1. Establish program goals, objectives, and priorities
2. Review annual needs assessments, program activities for each school, and individual learning plans
3. Advise on the selection, development, and reassignment of migrant education program staff
4. Participate actively in planning and negotiating program applications and service agreements
5. Perform all other responsibilities required under state and federal laws or regulations

The Superintendent or designee shall establish and implement a training program for advisory council members to enable them to carry out their responsibilities. The training program shall be developed in consultation with the council and shall include appropriate training materials in a language understandable to each member. (Education Code 54444.2)

The Superintendent or designee shall provide the council, without charge, a copy of all applicable state and federal migrant education statutes, rules, regulations, guidelines, audits, monitoring reports, and evaluations. Upon request, these materials also shall be provided without charge to each member of the council. (Education Code 54444.2)

MIGRANT EDUCATION PROGRAM (continued)

Notification and Complaints

Note: Education Code 51225.1 and 51225.2, ~~as amended by AB 2121~~, provide that complaints of noncompliance with specified requirements related to the educational rights of migrant students may be filed in accordance with the uniform complaint procedures specified in 5 CCR 4600-4670. As with other complaints covered under the uniform complaint procedures, a complainant may appeal the district's decision to CDE and, if the district or CDE finds any merit in the complaint, the district must provide a remedy to the affected student. See BP/AR 1312.3 - Uniform Complaint Procedures.

Information regarding the educational rights of migrant students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of migrant students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

(7/09 12/18) 12/19

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: William "Bill" Hodges

Item Number: 12

Type of item: (Action, Consent Action or Information Only): Action

SUBJECT:

Request to approve Resolution #780 the Schools and Communities First Funding Act

BACKGROUND:

Since the passage of Proposition 13 in 1978, school funding in California has experienced severe limitations in what was once the main source of funding for schools, the property tax. While the intent of Proposition 13 is to help homeowners, a loophole in the system permits major commercial and industrial properties to avoid regular reassessment, providing a windfall to commercial property owners at the expense of vital school funding. The share of the property tax burden has shifted away from commercial property and toward residential property throughout the state and in virtually every county. Per-pupil support, which relies on state funding, has declined from the top 10 in the nation to the bottom quarter. School funding in California is \$2,400 per pupil less than the national average and \$10,000 below the top-funded states, while California's cost of living is among the highest in the nation. Staffing ratios for teachers, guidance counselors, librarians, and administrators in California rank at the bottom in the nation. Public schools in California face challenges in providing an equitable and fair education for a student population with vast differences in language, income, parental education level, and other social, educational, and economic factors. Research has proven that investments in high needs students raises achievement levels, lowers poverty, and increases the productivity of the workforce.

STATUS:

Estimates by academic researchers at the University of Southern California (USC) have identified that reassessing commercial property will raise \$12 billion in property tax revenue every year for local schools, cities and counties. USC has identified that nearly 80 percent of the revenue will come from just 8 percent of large properties. USC research shows that a majority of commercial property owners already are assessed at close to market value, making the current system inequitable among businesses, benefitting a relatively small number of properties owned by the largest corporations and wealthy owners who have held land for a long period of time. The current failure to close the commercial property loophole has led to poor land use and inflated land values, particularly limiting the ability to provide adequate high-density housing and land use. The Schools and Local Communities Funding Act is on the November 2020 ballot. The measure provides about \$4.5 billion annually for K-14 schools of California. The measure will provide funding to all school districts, over and above Proposition 98 funding, and following the Local Control Funding Formula to all students in need in all districts. The Schools and Local Communities Funding Act will also provide billions in funding yearly for cities, counties, and special districts in locally controlled revenues for affordable housing, parks, libraries, emergency responders, health and human services, libraries, and public infrastructure. The Schools and Local Communities Funding Act will improve land use, provide a direct tax break to small businesses, and level the playing field between neighboring commercial property owners.

PRESENTER:

William "Bill" Hodges, RDUTA President

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff members

COST AND FUNDING SOURCES:

Zero cost to the District to endorse the Schools and Communities First Funding Act

RECOMMENDATION:

That the Board adopts Resolution #780 endorsing the Schools and Communities First Funding Act for a ballot measure in November 2020.

Time allocated: 3 minutes

Schools and Communities First School Board Resolution
River Delta Unified School District
Resolution #780

Whereas, since the passage of Proposition 13 in 1978, school funding in California has experienced severe limitations in what was once the main source of funding for schools, the property tax;

Whereas, while the intent of Proposition 13 is to help homeowners, a loophole in the system permits major commercial and industrial properties to avoid regular reassessment, providing a windfall to commercial property owners at the expense of vital school funding;

Whereas, the share of the property tax burden has shifted away from commercial property and toward residential property throughout the state and in virtually every county;

Whereas, per-pupil support, which relies on state funding, has declined from the top 10 in the nation to the bottom quarter;

Whereas, school funding in California is \$2,400 per pupil less than the national average and \$10,000 below the top-funded states, while California's cost of living is among the highest in the nation;

Whereas, staffing ratios for teachers, guidance counselors, librarians, and administrators in California rank at the bottom in the nation;

Whereas, public schools in California face challenges in providing an equitable and fair education for a student population with vast differences in language, income, parental education level, and other social, educational, and economic factors;

Whereas, research has proven that investments in high needs students raises achievement levels, lowers poverty, and increases the productivity of the workforce;

Whereas, estimates by academic researchers at the University of Southern California (USC) have identified that reassessing commercial property will raise \$12 billion in property tax revenue every year for local schools, cities and counties;

Whereas, USC has identified that nearly 80 percent of the revenue will come from just 8 percent of large properties;

Whereas, USC research shows that a majority of commercial property owners already are assessed at close to market value, making the current system inequitable among businesses, benefitting a relatively small number of properties owned by the largest corporations and wealthy owners who have held land for a long period of time;

Whereas, the current failure to close the commercial property loophole has led to poor land use and inflated land values, particularly limiting the ability to provide adequate high-density housing and land use;

Whereas, the Schools and Local Communities Funding Act is on the November 2020 ballot;

Whereas, the measure provides about \$4.5 billion annually for K-14 schools;

Whereas, the measure will provide funding to all school districts, over and above Proposition 98 funding, and following the local control funding formula to all students in need in all districts;

Whereas, the Schools and Local Communities Funding Act will also provide billions in funding yearly for cities, counties, and special districts in locally controlled revenues for affordable housing, parks, libraries, emergency responders, health and human services, libraries, and public infrastructure;

Whereas, the Schools and Local Communities Funding Act will improve land use, provide a direct tax break to small businesses, and level the playing field between neighboring commercial property owners; now,

Therefore, be it Resolved, that the River Delta Unified School District endorses the Schools and Communities First Funding Act for a ballot measure in November 2020.

PASSED AND ADOPTED the ____th day of _____, 20____, by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS WHEREOF, I, Marilyn Riley, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 780 adopted by the said Board at a Regular Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

ATTEST:

Marilyn Riley, Clerk
Board of Trustees
River Delta Unified School District

March 10, 2020
(Date)

Katherine Wright
Superintendent
River Delta Unified School District

March 10, 2020
(Date)

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 14

Type of item: (Action, Consent Action or Information Only): Action Item

SUBJECT:

Resolution # **781**, Authorizing the issuance and sale of a 2020-21 Tax and Revenue Anticipation Note (TRAN)

BACKGROUND:

TRANs are short-term debt instruments issued by school districts throughout the state to create an additional reserve to the general fund. In our district, this reserve will act as a buffer to the general fund in the event that we experience temporary cash flow needs.

These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven fashion) and the expenditure of general fund monies (generally paid out in a more level fashion).

In the past the district has experienced cash flow shortages in the general fund starting as early as September culminating with a large negative cash flow in December. To ensure the district is able to meet its cash obligations it is pertinent to pursue the issuance of a TRANs. This TRANs is part of a larger "pool" within California through Dale Scott & Company. The note will be in an amount not to exceed \$5,000,000.

STATUS:

Resolution #**781** allows the district to participate in the pooled TRAN however it does NOT obligate us to participate. The TRAN is not to exceed \$5,000,000

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board approves the Resolution to participate in the pooled TRAN for FY 2020-21

Time allocated: 5 minutes

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

DISTRICT RESOLUTION #781

NAME OF DISTRICT: RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT*

LOCATED IN: COUNTY OF SACRAMENTO

MAXIMUM AMOUNT OF BORROWING: \$5,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-2021 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2020-2021 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2021 ("Fiscal Year 2020-2021") by the issuance of its 2020-2021 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal

** If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

Year 2020-2021 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes; ** and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-2021 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-2021 which will be received by or will accrue to the District during such fiscal year

*** Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2020-2021 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the “Program”), whereby participating school districts, community college districts and county boards of education (collectively, the “Issuers”) will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the “Certificate Structure”), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Sandler & Co., as underwriter for the Program (the “Underwriter”), and Dale Scott & Company, as financial advisor for the Program (the “Financial Advisor”), would form one or more pools of notes or series of certificates (the “Certificates”) of participation (the “Series of Certificates”) distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter and the Financial Advisor to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the “Trustee”), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Trust Agreement”), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or

policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider (or credit providers) (collectively, the “Credit Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of

subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the “Indenture”) between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter and the Financial Advisor, to assign the District’s Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District’s Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2020-2021 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2020-2021 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the

* * For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

*** A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the “Maturity Date”), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the “Note Rate”).

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2020-2021 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District’s name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2020-2021 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a “Supplemental Resolution”).

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a “Rating Confirmation”). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers of the District if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2020-2021, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the

corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2020 (or the date of adoption of this Resolution if after May 1, 2020) through June 15, 2021 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and

such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each

Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made

under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an “Event of Default” hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service (“Form 8038-G”), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to

have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an “Event of Default” hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Dale Scott & Company (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Sandler & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District’s repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all

the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of

Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2020 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2020, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each “District Certificate”)) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2020, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a “Safe Harbor Issuer” with respect to such Notes.

For Notes issued in calendar year 2021 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each “District Certificate”)) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five

million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a “Safe Harbor Issuer” with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of 1986 (the “Code”), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term “Tax-Exempt” shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-2021 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a “Repayment Period” and collectively “Repayment Periods”), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the “Pledged Revenues”).

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together

with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the “Bidding Agent”) as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a “Rating Agency”), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District’s funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the

Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall

authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(A) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(E) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the

same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2020-2021 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the

District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2020-2021 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2020-2021, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2014-2015 through Fiscal Year 2018-2019, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2019-2020 and 2020-2021, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of

Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2020 (the “Fiscal Year 2019-2020”) within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2019-2020 or Fiscal Year 2020-2021 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2020-2021.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(A) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2020-2021 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2020-2021 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(B) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(C) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An “Event of Default” under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner’s Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District’s obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes

the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented; provided, however, in the event the Bond Pool Structure is implemented, the District covenants to report to the Authority and the Trustee the occurrences of the events described in paragraphs (A)(1)j and (A)(2)h, below, within five business days of such occurrence.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the “Dissemination Agent”), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes; or
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or
- h. Incurrence of a financial obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District’s determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale

and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as “Authorized District Representatives” under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/_____ BOARD OF EDUCATION
COUNTY OF _____, CALIFORNIA
2020-2021 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES _

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

Interest Rate		Maturity Date		
____%		____, 20__		
First Repayment Period	Second Repayment Period	Third Repayment Period	Fourth Repayment Period	Fifth Repayment Period
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the “District”), located in the County designated above (the “County”), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 20__ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the “Note Rate”). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the “Trustee”). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

* TAX AND REVENUE ANTICIPATION NOTE, SERIES _* To bear this designation if this Note is a Series of Subordinate Notes.

*** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The term “Unrestricted Revenues” means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2020-2021 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the “Pledged Revenues”). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

* This paragraph is applicable only if the Note is issued by the District.

*** This paragraph is applicable only if the Note is issued by the County.

Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

* * Applicable only if the Note is issued by the County.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 15

Type of item: (Action, Consent Action or Information Only): Action

SUBJECT:

Request the Board to take whatever action they deem necessary to respond to the California School Boards Association's Ballot for 2020 CSBA Delegate Assembly Election

BACKGROUND:

"CSBA states the Delegate Assembly is a vital link in the association's governance structure." Ballot material for the election of a representative to the CSBA Delegate Assembly from sub-region 6B (Sacramento County):

- Number of Vacancies: 2
- Delegates will serve two-year terms beginning April 1, 2020-March 31, 2022

STATUS:

Ballots must be postmarked by March 16, 2020 and the results to be posted by April 1, 2020

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND 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 allocated: 3 minutes



REQUIRES BOARD ACTION

Due: Mon. Mar. 16—return ballot in enclosed envelope

January 31, 2020

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Xilonin Cruz-Gonzalez, CSBA President
Re: 2020 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Mon. March 16**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper), the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Monday, March 16, 2020. No exceptions.**

Your Board 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, the Board may vote for up to three candidates. However, your 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 along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot).

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, 2020 – March 31, 2022. The next meeting of the Delegate Assembly takes place on Saturday, May 16 and Sunday, May 17 at the Hyatt Regency in Sacramento. The names of all Delegates will be available on CSBA's website no later than Wednesday, April 1. Please do not hesitate to contact CSBA's Executive Office at (800) 266-3382 should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and resumes, if provided
CSBA-addressed envelope to send back ballots

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 **MONDAY, MARCH 16, 2020**. 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 2020 DELEGATE ASSEMBLY BALLOT
SUBREGION 6-B
(Sacramento County)

(Vote for no more than 2 candidates)

Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022

**denotes incumbent*

JoAnne Reinking (Folsom-Cordova USD)*

Only one nomination was received; however your board may vote to write in the name of a board member to fill this second 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.

REGION 6 – 19 Delegates (12 elected/7 appointed)◆

Director: Darrel Woo (Sacramento City USD)

Below are the current Delegates and their terms (as of January 31, 2020).

Subregion 6-A (Yolo)

Jackie Wong (Washington USD), term expires 2020

Subregion 6-B (Sacramento)

Beth Albiani (Elk Grove USD) ◆, appointed term expires 2021
Michael A. Baker (Twin Rivers USD)◆, appointed term expires 2021
Pam Costa (San Juan USD)◆, appointed term expires 2021
Craig DeLuz (Robla ESD), term expires 2020
Basim Elkarra (Twin Rivers USD), term expires 2021
John Gordon (Galt Joint Union ESD), term expires 2021
Lisa Kaplan (Natomas USD), term expires 2021
Ramona Landeros (Twin Rivers USD), term expires 2020
Mike McKibbin (San Juan USD)◆, appointed term expires 2020
Christina Pritchett (Sacramento City USD)◆, appointed term expires 2020
JoAnne Reinking (Folsom-Cordova USD), term expires 2020
Edward (Ed) Short (Folsom-Cordova USD), term expires 2021
Bobbie Singh-Allen (Elk Grove USD)◆, appointed term expires 2020
Vacant (Sacramento City USD)◆, appointed term expires 2021
Vacant, term expires 2021

Subregion 6-C (Alpine, El Dorado, Mono)

Misty diVittorio (Placerville Union ESD), term expires 2020
Suzanna George (Rescue Union ESD), term expires 2021

County Delegate:

Shelton Yip (Yolo COE), term expires 2020

Counties

Yolo (Subregion A)
Sacramento (Subregion B)
Alpine, El Dorado, Mono (Subregion C)

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: *JoAnne Reinking* Date: 1/4/20

Name: JoAnne Reinking CSBA Region & subregion #: 6-B

District or COE: Folsom Cordova USD Years on board: 11

Profession: Parent/School Board Trustee Contact Number (please check Cell Home Bus.): 916 628 9244

*Primary E-mail: jreinkin@fcusd.org

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? Yes No | If yes, year you became Delegate: 2017

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 closely follow education issues and work to educate and involve my community on the issues our district and education as a whole face -- especially the need for increased funding. I am a thoughtful and dedicated Board Member who researches and evaluates all sides of the issues and base my decisions on what is best for all students. I work well with my board colleagues, superintendent and other community leaders.

Please describe your activities and involvement on your local board, community, and/or CSBA.

- Folsom Cordova School Board President (2011/13, 2015/16, 2017/18, 2017/18 and 2018/19)
- 15 years parent group leadership experience (PTO/PTA) elementary, middle and high school.
- Former Parent Engagement Coordinator
- Co-founder and current President of the Folsom Cordova Education Foundation.
- Currently enrolled in Folsom Police Department Citizens Assistance Patrol Program Academy.
- CSBA Masters in Governance Graduate
- Former City of Folsom Library Commissioner.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

- Funding. We need to continue to advocate for and educate our communities about the need for increased education funding. CSBA has shown leadership in this effort and should continue it's work on the Full and Fair Funding initiative.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 16

Type of item: (Action, Consent Action or Information Only): Action Item

SUBJECT:

Request approval of the contract with Frontier Communications for Ethernet Services submitted in a substantially finalized form and authorized Katherine Wright or Elizabeth Keema-Aston to make revision in the best interest of the District and contingent on Y23 E-Rate funding.

BACKGROUND:

The District submitted a Request for Proposal (RFP) for Ethernet Service for E-rate year 2020 (YR23). By applying for E-rate funding and using the RFP process the District is guaranteed to get the best possible price for Ethernet Services. The RFP was posted on January 10, 2020 with February 10, 2020 as the response deadline.

Frontier is currently the owner of the circuit that the District connects to Sacramento County Office of Education for internet services.

STATUS:

The District is now contracting with Frontier communications to continue with the current connection in a three year agreement.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

\$34,235.80 with ALL 12 site sharing this connection of which 80% will be paid by Erate funds with an additional 10% in government credits. The reduced cost to the district would be approximately \$3,423.58. Cost to be paid from Unrestricted General Funds.

RECOMMENDATION:

That the Board approve the Multiyear contract with Frontier Communications for Ethernet services and authorizing Katherine Wright or Elizabeth Keema-Aston to make final revisions.

Time allocated: 5 minutes

RIVER DELTA JT UNIFIED SCHOOL DISTRICT

Erate YR 2020 (YR23)

Frontier Business

FRN 2099020103

SPIN - 143002646

BEN# 144217

USAC Contract ID:

471 # 201007483

Contract Term Dates: 07/01/20 - 06/30/2023

YR23 Ethernet

Three year term w/ TWO 1YR extension options

Erate funding year: 7/1/2020-6/30/2021

Type of Service	Qty	Mthly Srv Chgs	One time Chg	Annual Cost	Erate @ 80%	Line Item #	
Data Transport 1 Gbps	1	\$ 900.00	\$ 250.00	\$ 11,050.00	\$ 8,840.00	1	Rio Vista High
	1	\$ 1,723.00		\$ 20,676.00	\$ 16,540.80		SCOE
Totals		\$ 2,623.00	\$ 250.00	\$ 31,726.00	\$ 25,380.80		
Taxes and Surcharges	1	\$ 209.15		\$ 2,509.80	\$ 2,007.84	2	
Grand Total Service Charges		\$ 2,832.15	\$ 250.00	\$ 34,235.80			

ALL 12 sites share this connection

Erate @80% \$ 27,388.64

Jaren Balian

Estimated CTF \$ 3,423.58

Account Executive

Estimated Cost to District \$ 3,423.58

562-802-5117

Taxes and Surcharges:

CASF-High Cost Fund Surcharge B	\$ 25.60
Teleconnect Fund Surcharge	\$ 35.67
Univ. Lifeline Telephone Srvs Srchrg	\$ 217.20
Deaf & Disabled Fund Surcharge	\$ 22.86
CA State High Cost Fund Surcharge - A	\$ 16.00
CA St Public Utilities Commission Fee	\$ 15.55
Total Taxes (Per Invoice)	\$ 332.88
Total Mthly Recurring Service Chrgs	\$ 4,572.60

Tax Rate per invoice

7.28%



E-LINE SCHEDULE
ETHERNET VIRTUAL PRIVATE LINE (EVPL)
ETHERNET PRIVATE LINE (EPL)

Frontier Confidential

This is Schedule Number 500-00236470 to the Frontier Services Agreement dated February 28, 2020 ("FSA") by and between River Delta Unified School District ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 410 S 4th St Rio Vista, CA 94571
Schedule Type/Purpose: Order for new Services

Schedule Date: February 28, 2020
Service Term: 36 months

Service	NRC	MRC
Ethernet Virtual Private Line (EVPL)	\$ 250	\$ 2623
Ethernet Private Line (EPL)	\$	\$
Ethernet Virtual Circuit(s) – EVC (details in Table 2)	\$ 0	\$ 250
Ethernet Internet Access (EIA) Internet Port and Silver EVC (details in Table 3)	\$ 0.00	\$
Special Construction	\$	\$
Total:	\$ 250	\$ 2873

Interstate / Intrastate Pricing Certification: "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: more than 10% interstate in nature (subject to federal jurisdiction/fees) 10% or less interstate in nature (subject to state jurisdiction/fees)

Table 1: E-LINE

Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A new	410 S 4th St Rio Vista, Rio Vista, CA, 94571, NPA NXX	Access CIR (Mbps)	1000Mbps	\$ 250 \$	\$ 900 \$
B new	10474 Mathers Blvd, Sacramento, CA, 95826, NPA NXX	Access CIR (Mbps)	1000Mbps	\$ 0 \$	\$ 1723 \$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$ \$	\$ \$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$ \$	\$ \$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$ \$	\$ \$
Subtotal:				\$ 250	\$ 2623

Table 2: ETHERNET VIRTUAL CIRCUIT(S)

Type of EVC (Silver, Gold, Platinum)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Silver EVC	1000Mbps	A	B	\$ 250
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Subtotal:				\$ 250

Table 3: Internet Access

Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
Subtotal:				\$



1. Service Description:

a. **Ethernet Virtual Private Line (EVPL)** is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. **Ethernet Private Line (EPL)** is a data transport configuration providing point-to-point or point to multipoint switched Ethernet connections between a pair of User Network Interfaces (UNIs). EPL is a carrier grade data networking service featuring Quality of Service (QoS) with the following Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EPL Silver Service on a standard best efforts basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of an all to one bundled, port based, non-service multiplexed Ethernet Virtual Circuit (EVC) and User Network Interface (UNI).

2. **Special Construction:** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. **Obligations of Customer.** Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance, and the ability to collect service credits as defined in Exhibit 1.

4. **After Hours/Holiday Labor Hours.** If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule.

5. Service Level Agreement.

The E-Line Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

SIGNATURE PAGE TO FOLLOW



E-LINE Schedule
ETHERNET VIRTUAL PRIVATE LINE (EVPL)
ETHERNET PRIVATE LINE (EPL)

Frontier Confidential

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

River Delta Unified School District

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____



EXHIBIT 1

E-LINE SERVICE LEVEL AGREEMENT

This E-LINE Service Level Agreement (“SLA”) applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL) Schedule executed by and between River Delta Unified School District (“Customer”) and Frontier Communications of America, Inc. (“Frontier”). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier’s management responsibility and control (“E- E-LINE Service”).

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence or E-LINE Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the E-LINE Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s E-LINE Service Availability commitment and applicable Service credit are outlined in Table 1A, subject to Sections 3 and 4 below.

Table 1A: E-LINE		
Circuit Availability		MRC Service Credit
Availability	99.95%	Below 99.95% Service Credit 30% MRC
		Below 95.0% Service Credit 50% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the E-LINE Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in Table 1B, subject to Sections 3 and 4 below.

Table 1B: E-LINE		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. Performance Objectives

A. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer’s A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier’s verification of packet delivery performance between NIDs at Customer’s Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in Table 1C. Ethernet Gold and Platinum are premium level services designed to support commercial customers’ mission-critical and real time applications.

- **Silver QoS** service is Frontier’s basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier’s upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
- **Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.
- **Platinum QoS** service carries Frontier’s highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in Table 1C, subject to Sections 3 and 4 below.

Table 1C: E-LINE Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	0.10%	0.10%	0.10%	10%
Gold [Priority Data Service]	0.01%	0.01%	0.025%	15%
Platinum [Real Time Data Service]	0.01%	0.01%	0.025%	20%

- B. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer’s A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95th percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in **Table 1D**:
- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.
 - Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below

Table 1D: E-LINE Frame Transfer Delay (FTD):				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
Gold [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
Platinum [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

- C. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:
- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
 - Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: E-LINE Frame Delay Variance (FDV):				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	n/s	n/s	n/s	10%
Gold [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
Platinum [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

3. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When E-LINE Service is suffering from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at

Frontier's standard rates.

4. **Credit Request and Eligibility.**

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
 - B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
 - C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
 - D. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
5. **Chronic Outage:** An individual E-LINE Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 17.

Type of item: (Action, Consent Action or Information Only): Action

SUBJECT:

Request to approve Resolution #782 approving field trips for the Student Host Program in support of Farm Connection Day on May 1, 2020 in Yolo County

BACKGROUND:

Yolo County 4H and the Yolo County Farm Bureau have been sponsoring Farm Connection Day for Yolo County students for decades. Farm Connection Day exposes over 2000 public, private and homeschooled students to the agricultural roots of our community through the exhibits and projects of County 4H and FFA students. Farm Connection Day is possible because of participation of over 200 4H members, "Student Hosts", showcasing various projects and club exhibits, and using their leadership and public speaking skills to share the work of the 4H organization.

STATUS:

Organizing the Student Host participation as a 'field trip' under the supervision of a single certificated teacher (assisted by adult volunteers meeting district coverage ratios) allows for standardized accountability and centralized control while meeting ADA requirements and counting as school attendance for the 4H members.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Gary Wegener, Yolo County 4H Representative

COST AND FUNDING SOURCES:

Cost of a substitute teacher, General Funds

RECOMMENDATION:

That the Board adopts Resolution #782 in support of Farm Connection Day

Time allocated: 2 minutes



**River Delta Unified School District
Resolution #782
Approving Field Trips for the Student Host Program
In support of Farm Connection Day, May 1, 2020**

WHEREAS, Yolo County 4H and the Yolo County Farm Bureau have been sponsoring Farm Connection Day for Yolo County students for decades; and

WHEREAS, Farm Connection Day exposes over two thousand public, private and homeschooled students to the agricultural roots of our community, through the exhibits and projects of County 4H and FFA students; and

WHEREAS, Farm Connection Day is possible because of participation of over two hundred 4H members that act as “Student Hosts”, showcasing various projects and club exhibits, and using their leadership and public speaking skills to share the work of the 4H organization; and

WHEREAS, organizing the Student Host participation as a ‘field trip’ under the supervision of a single certificated teacher (assisted by adult volunteers meeting district coverage ratios) allows for standardized accountability and centralized control, while meeting ADA requirements and counting as school attendance for the 4H members;

NOW, THEREFORE BE IT RESOLVED, that the River Delta Unified School District Board of Trustees and the River Delta Unified School District’s Superintendent of Schools support Farm Connection Day, encourage participation by students within Yolo County, and in particular, authorize a Student Host Field Trip for May 1, 2020, consistent with policies, in support of Farm Connection Day for their schools.

PASSED AND ADOPTED by the River Delta Unified School District Board of Trustees and the River Delta Unified School District’s Superintendent of Schools at a meeting held on March 10, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Alicia Fernandez, President
River Delta Unified School District
Board of Trustees

Katherine Wright
River Delta Unified School District
Superintendent of Schools

Copy: Yolo County 4H (attn Gary Wegener/gwegener4098@gmail.com)

2020 Student Host Program Procedures For Farm Connection Day May 1, 2020

Each year, 4-H'ers become Student Hosts for Farm Connection Day at the Yolo County Fairgrounds for around 2500 students from all around Yolo County who come on school-sponsored field trips to see "4-H in action". The Student Hosts are the backbone of the program, showcasing their projects, ranging from 1200 lb. steers to chickens, robotics to small engine restoration, jams to clothing. They exercise their public speaking and organizational skills to host a day full of fun and wonder to visiting classes.

In order get credit for attending school on this day, the Student Hosts themselves are also technically on a school-sponsored field trip, patterned after and conforming to the procedures of our largest school district, Woodland Joint Unified School District (modified to accommodate private and homeschooled students). This provides an organizational and operational framework for oversight of the approximately 250 4-H Student Hosts that participate each year, enhancing their safety and that of the ~2500 visiting students.

The Yolo County Office of Education typically adopts a resolution in support of Farm Connection Day and the Student Host process in January. The school districts are then requested to adopt a similar resolution, which enables the 4-Hers to proceed with the field trip approval forms.

DeAnn Tenhunfeld, a WJUSD certificated teacher is the Student Host Coordinator, assisted by approximately 10 4-H Club Chaperone Coordinators and additional Student Host Chaperones. A maximum of 10 Student Hosts are assigned to each Student Host Chaperone in order to provide oversight during the event. There is a mandatory morning welcoming meeting for the Student Hosts and chaperones on the day of the event, and a mandatory wrap-up meeting at the end of the day. Projected participation reports are sent to the schools the day before the event to facilitate attendance tracking, and a final report is sent the following week, confirming actual attendance.

Chaperone registration is all online through 'google forms', with the link posted on the 4H Farm Connection Day webpage. Chaperones receive an instruction sheet (see page 2) as part of the 'google form' process. Please complete by April 1st.

Student Host pre-registration is done online, also through 'google forms'. A link is posted on the 4H Farm Connection Day webpage. At the end of the google form, the permission form can be downloaded. It needs to be completed with parent and principal signoff (if applicable), and submitted to the 4-H office no later than April 1st.

These procedures are consistent with previous years, except that now all 4-H'ers will be using the same permission form. These procedures have been cleared with the Yolo County 4-H Leaders Council and the school districts. Questions can be addressed to either DeAnn Tenhunfeld or Gary Wegener.

Drafted by Gary Wegener, 4-H/School Liaison Volunteer, (530-908 4914) gwegener4098@gmail.com
Concurred with DeAnn Tenhunfeld, Student Host/FCD Coordinator, (530-681-5768) dtenhunfeld@gmail.com
Approved by Melissa Bain, Yolo County 4-H Council President

Farm Connection Day 2020

Student Host Chaperone Instructions

Adults assisting as Student Host Chaperones and Club Chaperone Coordinators: . It is necessary to have a 10:1 youth:chaperone ratio. A Club Chaperone Coordinator will be assigned to assist the certificated teacher in charge with coordination with the chaperones. *We typically have 50 plus chaperones; all adult Chaperones must be approved 4-H volunteers. One Club Chaperone Coordinator is required for each club and is responsible for verifying that Student Hosts attendance is documented for reports to the school, and ensuring the badge holders are handed out/collected/turned in.*

For Student Host Chaperones and Club Chaperone Coordinators:

1. Please sign up online by April 1st; this will insure we meet the required adult/student ratio. The link to the online form is on the 4H Farm Connection Day page. Badges are printed based on the online signup information.
2. The Club Chaperone Coordinator will be the Club Advisor, unless she/he designates someone else.
3. Attend the FCD informational meeting at 6:30 pm in the Beef Arena on the Monday before FCD. Badge holders and badges will be given to the Club Coordinators at that time.

On the day of the event:

1. Student Host Chaperones and Chaperone Coordinators must be physically present for the mandatory meetings and available during the event by cell phone.
2. There is a mandatory morning meeting for Student Hosts, Student Host Chaperones, and Club Chaperone Coordinators at the Sheep/Swine arena from 8:00 to 8:30 am and a mandatory afternoon meeting from 2:00 to 2:30 pm in the same location.
3. **The chaperones are expected to maintain contact with their Student Hosts, and/or have one or two required check-in times during the event.**
4. The Club Chaperone Coordinators, working with their Student Host Chaperones, will be responsible for insuring Student Host badges/holders are handed out and collected, and Student Host attendance is documented, including later arrivals and early departures. Your attendance records, signed by your Club Coordinator (who gets them to DeAnn Tenhunfeld, Student Host Coordinator at the end of the day), form the basis of the official attendance report to the schools, so please ensure they are accurate.
5. At the afternoon meeting, Student Host badge holders are turned in. Remove badge from the holder, tuck the lanyard into the holder, and arrange holder s in numeric order in the box provided. Clubs will be charged for missing holders.
6. If there are any problems/issues during the event, the Club Chaperone Coordinator or Student Host Coordinator will need to be advised.
7. **Schedule for Student Hosts on FCD:**
 - a. 8:00 to 8:30am: attend the mandatory morning meeting at the Swine/Sheep Arena. Attendance taken and badge/holders handed out.
 - b. 8:30-9:00am: FCD setup
 - c. 9:00-1:00pm: student host assignments (take a short lunch break during this time)
 - d. 1:00-2:00pm: clean up throughout the fairgrounds
 - e. 2:00 to 2:30 pm attend the mandatory afternoon meeting at the Swine/Sheep Arena. Attendance confirmed and badges checked in. The badge holders should have the badges removed/disposed of and lanyards folded up and tucked in the pouch on the badge holder. Put the badge holders in numerical order in the provided container. Note that Clubs are charged for replacement of lost badge holders.

Chaperone comments and suggestions are solicited on how to continuously improve the program.

Questions: contact Student Host Coordinator DeAnn Tenhunfeld 530 681 5768, or dtenhunfeld@gmail.com, or contact your Club Chaperone Coordinator.

Farm Connection Day 2020

Student Host Instructions

Overview: Any 4-H member present at the Fairgrounds during FCD must have signed up online and submitted the proper permission slip to participate as a Student Host. The Student Host approval process allows proper oversight, and accounting to the schools of the 4-Her's participation in this school-sponsored "Student Host Field Trip" event.

By April 1st: All students (public, private, homeschooled) must complete the online portion of the registration AND complete/submit the field trip permission form to the 4-H office no later than April 1st. (A link to the form is in the 4H Farm Connection Day webpage.) Effective this year, all public/private/homeschooled students use the same form. The badges are printed based on the online signup information, as are participation reports to the schools before and after the event.

Central Point of Contact: During FCD, the central contact point for Student Hosts will be the Auction Office. Contact phone numbers for the Student Host Coordinator (DeAnn Tenhunfeld) and Club Chaperones/Chaperone Coordinators are in the "Student Host Field Trip" binder and a cell phone is available. Included are the approval forms (with emergency medical information). The binder will be maintained in the Auction Office during the event.

Age Guidelines: It is recommended that Student Hosts be at least in the 4th grade. If younger hosts are interested, this must be approved by the Club Chaperone Coordinator.

For all Student Hosts:

- Monday before FCD, at 6:30 pm: attend the informational meeting at the Beef Arena
- On Farm Connection Day
 - 8:00 to 8:30 am attend the mandatory morning meeting at the Swine/Sheep Arena. Get your badges.
 - 8:30-9:00 am: FCD setup
 - 9:00-1:00 pm: student host assignments (take a short lunch break during this time)
 - 1:00-2:00 pm: clean up throughout the fairgrounds
 - 2:00 to 2:30 pm attend the mandatory afternoon meeting at the Swine/Sheep Arena. Participation is documented for the attendance report back to your school. The badge holders should have the badges removed/disposed of and lanyards folded up and tucked in the pouch on the badge holder. Put the badges in numerical order in the provided container. Note that Clubs are charged for replacement of lost badges.
- If there are any issues during the event, the Student Host Chaperones or Student Host Coordinator must be advised. This specifically includes Student Hosts arriving late and any early departures, as this information needs to be included in the attendance report to the school.
- A cell phone and Coordinator and Chaperone cell phone numbers are available in the "Student Host Field Trip" binder in the Auction Office.

Questions? Contact Student Host Coordinator, DeAnn Tenhunfeld at 530 681 5768

Name of 4-Her _____

Name of 4-H Club _____

Voluntary Excursion/Field Trip & Medical Authorization
Farm Connection Day Student Host Permission Slip

List School Name/City _____ or circle "Home Schooled"

My child _____ has permission to participate in the Farm Connection Day field trip:

Place: **Yolo County Fairgrounds** Date: **Friday, May 1st, 2020** Start: **8:00 am** Finish: **2:30 pm**

Mode of Transportation: **Parent/Guardian is responsible for student transportation.**

Other Trip Information: **Students participating as STUDENT HOSTS must sign-in at the morning meeting (8:00-8:30 am), be under the supervision of their Student Host Chaperone, assist throughout the day and sign-out at the afternoon meeting (2:00-2:30 pm), both at the Sheep/Swine arena. The Field Trip leader/Student Host Coordinator is DeAnn Tenhunfeld, a certificated WJUSD teacher.** She will ensure student participation is reported to the schools after the event.

Is there any important health information (allergic reaction, medications, conditions, etc.) that the chaperones should be aware of? *Circle Yes or No* (If yes, list on reverse of form.)

In the event of illness or injury, I do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services.

I fully understand that participants are to abide by all rules and regulations governing conduct during the trip. Any violation of these rules and regulations may result in that individual being sent home at his/her and /or parents' expense.

WAIVER: California law provides as follows: All persons making the field trip or excursion shall be deemed to have waived all claims against the district of the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion.

Parent/Guardian Signature

Daytime Phone Number

Public/Private School students are also responsible for getting the following school approvals.

Teachers: Please excuse _____

Student's Name

Grade

to participate in the field trip on the date shown above.

Period 1 _____

Period 4 _____

Period 2 _____

Period 5 _____

Period 3 _____

Period 6 _____

Principal's Approval

**Dear Parent/Guardian: to participate, this form must be submitted by April 1st to:
Yolo County 4-H Office, 70 Cottonwood St, Woodland, CA 95695.
Questions: contact DeAnn Tenhunfeld, 530 681 5768**

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 18

Type of item: (Action, Consent Action or Information Only): Action Item

SUBJECT:

Request to Approve Resolution # 783 authorizing the interfund transfer of Special or Restricted funds for operational or budgetary purposes for FY 2019-20.

BACKGROUND:

This resolution will allow the District to transfer funds from Special or Restricted funds for budgetary or operational purposes during the fiscal year of 2019-20.

STATUS:

During any fiscal year it may become necessary to permanently transfer funds from Special or Restricted funds. These are contributions made from Restricted Fund accounts. This resolution allows staff to make those adjustments if and when they become necessary.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board approves Resolution # 783 authorizing the interfund transfer of Special or Restricted Funds for operational purposes during the fiscal year 2019-20.

Time allocated: 5 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 783

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT AUTHORIZING THE INTERFUND TRANSFER OF SPECIAL OR RESTRICTED FUNDS

WHEREAS, the District's Board hereby intends to direct that funds held in a certain fund or account be transferred to another District fund or account for payment of obligations as authorized by Education Code section 35160 and section 42125;

WHEREAS, the transfer shall be accounted for as a transfer between funds or accounts and shall be available for appropriation or be considered income to the receiving fund or account; and

WHEREAS, amounts transferred shall not be subject to repayment to the transferring fund or account.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the River Delta Unified School District, in accordance with the provisions of applicable, law hereby authorizes for fiscal year 2020-2021 the transfer of funds between the following funds provided that all transfers are directed by the District's Superintendent or Chief Business Officer.

Adult Education Fund #11
Child Development Fund #12
Cafeteria Fund #13
Special Reserve (Non-Capital) Fund #17
Building fund Capital Projects Fund #21
Capital Facilities (Developer Fees) Fund #25
State School Facilities Fund #25
Capital Projects - Blended Component Fund #49

APPROVED, PASSED AND ADOPTED this 10 day of March 2020 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I, Marilyn Riley, Clerk for the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true and correct copy of Resolution No. 783 adopted by the said Board at a Regular Business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Marilyn Riley, Clerk
Board of Trustees
River Delta Unified School District

March 10, 2020
Date

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 19.

Type of item: (Action, Consent Action or Information Only): Action Item

SUBJECT:

Multiyear Audit Agreement with Crowe LLP for fiscal years 2019-20, 2020-21 and 2021-22.

BACKGROUND:

School Districts in California are required to have an annual audit performed by an independent auditor on its financial records. In accordance with Ed Code section 41020, school districts must notify the County Superintendent of schools of their selection for an independent audit firm by April 1.

STATUS:

The district would like to contract with Crowe LLP to perform the annual independent audits. Attached is a multiyear contract for fiscal years 2019-20 through 2021-22.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

\$44,500 for fiscal years 2019-20 and 2020-21 and \$46,000 for fiscal year 2021-22. To be paid with Unrestricted General funds.

RECOMMENDATION:

That the Board approve the Multiyear contract agreement with Crowe LLP

Time allocated: 5 minutes



Crowe LLP
Independent Member Crowe Global

400 Capitol Mall, Suite 1400
Sacramento, CA 95814-4498
Tel 916-441-1000
Fax 916-441-1110
www.crowe.com

February 18, 2020

Elizabeth Keema-Aston
River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571

Dear Ms. Keema-Aston:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to River Delta Unified School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any attachments thereto, is an integral part of this letter, and its terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2020.

We will audit and report on the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Expenditure of Federal Awards
- Reconciliation of Unaudited Financial Report with Audited Financial Statements
- Schedule of Charter Schools
- Schedule of First 5 Revenues and Expenses

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Schedule of Changes in the District's Total Other Postemployment Benefits (OPEB) Liability
- Schedule of the Client's Proportionate Share of the Net Pension Liability

- Schedule of Contributions

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Schedule of Financial Trends and Analysis - Unaudited

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to Board of Trustees of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and

Regulations, and the results of that testing, based on the requirements of the State of California's *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such

working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

“Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement.”

FEES

Our fees are outlined below. Certain internal technology charges will be billed per hour of professional time or a flat fee. Internal technology charges reflect our estimate of the costs for technology and related support on this engagement. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Description of Services	Fee Amount
Audit of River Delta Unified School District	\$44,500

In accordance with the requirements of Education Code Section 14505, the District will not be required to pay the final 10% of this amount until the current year audit report has been accepted by the State Controller's Office.

PROVISION FOR THREE-YEAR PROPOSAL

We have agreed to the following fees for the next two subsequent years as follows:

Audit of the Client's financial statements for the year ending June 30, 2021	\$44,500
Audit of the Client's financial statements for the year ending June 30, 2022	\$46,000

Because each year is a separate engagement and this three-year period does not constitute a continuous engagement, we will require execution of a new engagement letter for each subsequent year listed

above. However, we agree to the fees listed above for each year unless we both agree in writing to a modification.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this engagement letter effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

River Delta Unified School District

Crowe LLP

Signature

DocuSigned by:

183831089C9247F...

Signature

Jennifer Aras

Printed Name

Printed Name

Managing Director

Title

Title

February 27, 2020

Date

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

THIRD PARTY PROVIDER – Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality. The limitations on Client's remedies, vis-à-vis Crowe, in this Agreement will also apply to any subcontractors.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and

not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes Client information pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client represents (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data. Client will reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe will promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph in an agreement with such provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such

personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY - Any Deliverables, Works, Inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

DATA USAGE AND AGGREGATIONS - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE

ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the

engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.



Report on the Firm's System of Quality Control

December 5, 2019

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

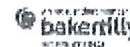
Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Crowe LLP has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Cherry Bekaert LLP".

Cherry Bekaert LLP

200 South 10th Street, Suite 900, Richmond, VA 23219 | P 804-673-5700 | cbh.com





American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

December 12, 2019

James Powers
Crowe LLP
225 W Wacker DR Ste 2600
Chicago, IL 60606-1228

Dear James Powers:

It is my pleasure to notify you that on December 12, 2019, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,



Michael Fawley
Chair, National PRC
nprc@aicpa.org
+1.919.402.4502

National Peer Review Committee

cc: Samuel Johnson, Scot Ivey

Firm Number: 900010014904

Review Number: 564789

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 20

Type of item: (Action, Consent Action or Information Only): Action Item

SUBJECT:

Request to approve the independent contract with CAS Inspections Inc. for DSA Inspection Service for the two modular classroom construction at DH White Elementary School.

BACKGROUND:

The construction of two modular classrooms at DH White Elementary School requires on-going inspections by a DSA approved Inspector. The inspection services will include the classroom buildings, underground utilities, concrete foundation and will last through the DSA closeout.

CAS Inspections, Inc. is recommended by RGM Kramer, the District Project Management firm. These services need to be in place prior to commencement of construction

STATUS:

The District has used the services of CAS Inspections, Inc. in the past and is seeking approval from the board to secure their services for this project.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

400 hours at \$110.00 per hour for services and overhead through DSA approval. \$44,000 to be paid from Fund 25 Developer Fees

RECOMMENDATION:

That the Board approve the contract with CAS Inspections, Inc. for DSA inspection services.

Time allocated: 5 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONSTRUCTION CONTRACT INSPECTION SERVICES

This Agreement for Construction Contract Inspection Services (“Agreement”) is made and entered effective this _____ day of _____, 2020, by and between the **River Delta Unified School District (District)** and **CAS Inspections, Inc. (Inspector)**, with respect to the following recitals:

1. District is a public school district organized and existing under the laws of the State of California. District will be engaged in the construction of the Modular Classrooms Project at **D. H. White Elementary School, Rio Vista, CA, as set forth in Exhibit A** (Project), which requires ongoing inspection.

2. Inspector is an independent contractor competent to perform the construction contract inspection services contemplated by this Agreement. Inspector represents and covenants that Inspector is familiar with all requirements of law to serve as a project inspector and has or can obtain the approval of the Department of the State Architect to perform the construction contract inspection services contemplated by this Agreement prior to commencing services under this Agreement.

3. District desires to retain Inspector and Inspector desires to perform work for District on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The recitals set forth above are true.

2. Inspection Services. Inspector agrees to provide the services described in this Agreement in a professional and competent manner and in accordance with the terms of this Agreement and in accordance with the generally-accepted standards of the Inspector’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Inspector or its employees, agents, contractors or subcontractors. The inspector for this project shall be Neil Brodhead. Should the inspector need or wish to employ assistants, said assistants shall be subject to the prior approval in writing by the District and DSA.

3. Term of Agreement and Payment. The term of this Agreement shall be approximately four months or until completion of the Project. Payment of Inspector shall be as set forth in Exhibit A. Inspector shall record all hours worked in a weekly activity report which shall be submitted to the Project Manager on a weekly basis. Inspector shall

submit invoices on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector's original signature on all copies. Inspector's failure to maintain required records or to properly submit invoices may result in non-payment to Inspector.

4. DSA Approval. Inspector acknowledges that District is required to obtain the approval of the Division of the State Architect (DSA) prior to using Inspector's services on the Project. Inspector agrees to do all acts necessary to timely obtain DSA approval.

5. Duties and Conduct of the Inspector. The Inspector shall provide competent, adequate, and continuous inspection of the Project during all stages of construction to ensure that the contractors, all agents, employees, subcontractors, material-men and suppliers of the contractors and all persons performing work on the Project are performing the work in accordance with the plans, specifications and other contract documents pertinent to the Project (the "Contract Documents"). The Inspector shall keep the general contractor (the "Contractor") and Project Manager informed during the work of the results of Inspector's inspections and shall safeguard the interest of the District in the construction of the Project. The Inspector shall perform the following duties:

- a. Be familiar with the Contract Documents and the Contractor's operations during all phases of the Project.
- b. Observe project for compliance with the Contract Documents and technical instructions from the Architect.
- c. Maintain a daily diary describing the general work performed by the Contractor, noting problems, rejections of materials or work and unusual events. The diary should be succinct and factual; with copies provided to the Project Manager on a weekly basis. The diary should reflect the Contractor's activities each day.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, Contractor or engineer as specified in the Contract Documents. Inspector shall check and report to District Project Manager and the Architect laboratory tests indicating defective materials or other problems. Inspector shall check billings from testing laboratories to see that billings reflect only tests actually requested and performed.
- e. Make sure that the required record drawings are accurately marked up as required prior to approval of progress payments.
- f. Report to the District Project Manager and the Architect verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the

District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.

g. Develop initial punch lists with Architect and Contractor and assist the District Project Manager and the Architect in the final inspection and project acceptance phase.

h. Perform all duties within Inspector's expertise requested to be performed by District.

i. Upon request, provide the District with a written report regarding Contractor's performance on the Project.

j. Maintain effective working relationships with the Contractor, Project Manager, District personnel and Architect.

k. Be tactful, firm and fair in Inspector's insistence that Contractor adhere to the Contract Documents and in all professional matters.

l. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.

m. Attempt to anticipate the Contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.

n. Attempt to foresee the need for all required tests and inspections.

o. Timely arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.

p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.

q. Ensure that Architect's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report for that day or in the Field Instruction Sheet.

r. Be responsible for scheduling the testing lab for the following special testing and inspection activities: slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. The Inspector shall oversee the testing lab's arrangements for transportation and storage of test materials.

s. Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.

t. Provide the District with photographs, a minimum of one per month, which reflect the major stages of construction.

6. Restrictions on the Inspector's Authority. In the performance of the duties required by this Agreement, the Inspector exercises limited authority as defined in this Agreement. The Inspector will not:

a. Authorize deviations from the Contract Documents;

b. Avoid conducting any required tests;

c. Enter the area of responsibility of the Contractor's field superintendent;

d. Expedite the job for the Contractor;

e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;

f. Approve shop drawings or samples;

g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project;

h. Interfere in Contractor/Subcontractor relationships.

7. Independent Contractor Status. Inspector and any and all agents and employees of Inspector shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the Inspection services contemplated by this Agreement, the Inspector shall maintain a professional and working relationship with the District, Project Manager, all contractors, and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Inspector and the Architect or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Inspector which does not otherwise exist.

8. Indemnity. Inspector shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Inspector's negligent performance of work hereunder or its negligent failure to comply with any of its

obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the District.

9. Taxes. Inspector shall be liable and solely responsible for paying all required taxes including, but not limited to, federal and state income taxes and social security taxes. Inspector agrees to indemnify, defend and hold the District harmless from any liability, which Inspector may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Inspector shall be reported to the Internal Revenue Service.

10. Insurance. Inspector shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

a. Prior to execution of this agreement and prior to commencement of any work, Inspector shall furnish the District with original endorsements effecting coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Inspector's insurer shall, subject to the approval of the District, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. Inspector agrees to furnish one copy of each required policy to the District, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the District shall not relieve or decrease any liability of Inspector.

b. In addition to any remedy the District may have, if Inspector fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Inspector under this Agreement.

c. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

d. Any deductibles must be declared to, and approved by, the District.

e. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Inspector are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Inspector under the Agreement.

f. The Inspector and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the

Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Inspector and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Inspector or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Agreement.

11. Worker's Compensation and Employer's Liability Insurance.

a. Worker's Compensation - Insurance to protect the Inspector, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Inspector shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Claims Against District - If an injury occurs to any employee of the Inspector for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the District under the provisions of said Acts, for which compensation is claimed from the District, there will be retained out of the sums due the Inspector under this Agreement, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Inspector.

c. Exception to requirement for workers' compensation - Notwithstanding the foregoing provisions of this paragraph, Contractor shall not be required to provide evidence of workers' compensation insurance in the event that Contractor has no employees.

12. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the District and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Agreement; liability arising out of activities performed by or on behalf of the Inspector; premises owned, occupied or used by the Inspector; or automobiles owned, leased, hired or borrowed by the Inspector. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Inspector's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers to the extent the District is an additional insured. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Inspector's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.

d. Provision or endorsement stating that the Inspector's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Inspector under the Agreement, including, without limitation, that set forth in Section 8, Indemnity.

13. Termination of Agreement.

a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Inspector seven (7) days written notice of termination.

b. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform their duties under this Agreement.

c. In the event of early termination, the Inspector shall be compensated for all services satisfactorily performed to the termination date.

d. Inspector may terminate this Agreement with thirty (30) days written notice.

14. Successors and Assigns. The District and the Inspector, respectively, bind themselves, their successors, assigns, and representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Neither District nor the Inspector

shall assign or transfer any interest in this Agreement without the written consent of the other.

15. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and address in the case of:

District:

Katherine Wright
Superintendent
River Delta Unified School District
Rio Vista, CA 94571

Inspector:

Neil Brodhead
CAS Inspections, Inc.
373 Pebble Beach Drive
Rio Vista, CA 94571

16. Governing Law. This Agreement shall be governed by the laws of the State of California and venue shall be in the appropriate Superior Court in Contra Costa County, California.

17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Amendment. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties. While there has been verbal communication before composition of this Agreement, all understandings, verbal or otherwise are herein incorporated. No agreements other than this written Agreement exist.

19. Compliance with Law. While performing the services contemplated by this Agreement, Inspector agrees to comply with all applicable laws and regulations.

20. Requests. Inspector agrees to timely and properly complete all reports requested by the District or the Architect or the Project Manager or as required by law. In addition, Inspector agrees that all reports and other records created or maintained by Inspector shall be the District's sole property.

21. Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

22. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.


23. Work Records. All documents, photographs, daily logs, and any other written work product generated by Inspector shall be deemed to the sole and exclusive property of District.

24. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Inspector.

The parties have executed this Agreement in Solano County, California.

INSPECTOR:

Dated: 3/1/2020

By: 
Neil Brodhead
CAS Inspections, Inc.

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Dated: _____

By: _____
Katherine Wright., Superintendent
River Delta Unified School District

EXHIBIT A

**TO AGREEMENT FOR
CONSTRUCTION CONTRACT INSPECTION SERVICES**

**Between
River Delta Unified School District
And
CAS Inspections, Inc.**

Project Description and Fee Budget:

Project:

Estimated Fees:

D. H. White Elementary School
Modular Classroom Buildings

\$44,000.00

Project Description:

Installation of two refurbished modular classroom buildings on new concrete foundations including associated site improvements, utility extensions, electrical, data, and fire alarm work.

Payments:

Inspector shall be compensated as follows:

\$110 per hour (up to 8 hours per day or 40 hours per week),

All work performed on Saturdays, Sundays and Holidays shall be at the overtime rate of \$110 per hour.

All overtime work must be pre-authorized in writing by the District.

The total payments under this Agreement will not exceed the amount stated above unless authorized in writing by the District.

Attachments:

Proposal dated 2/26/2020 from CAS Inspections, Inc.

Proposal

CAS Inspections Inc.

373 Pebble Beach Dr.

Rio Vista, CA. 94571

(925) 584-1930

Proposal created for River Delta Unified School District		Job Name W. H. White Elementary School	
Address 445 Montezuma St.		Job Address 1006-1010 Linda Vista Way	
City, State Zip Rio Vista, CA. 94571		City State Zip Rio Vista, CA. 94571	
Phone %Elizabeth Keema-Aston	Date Submitted 02-26-2020	Architect Norm Wilson AIA	Date of Plans

Provide DSA Inspection Service for project TBD
2-Modular classroom building, underground Utilities, Concrete foundation, Through DSA Closeout. Construction Inspection proposal based on Four (4) month schedule.

Inspection Service based on 400 @ \$110.00 of service & overhead through DSA closeout.

If deviations to the plans & specs. occur causing additional inspection & overhead hours, the billing rate will be \$110. per hour w/3 hour min..

We hereby propose to furnish material and labor in accordance to the above specifications, for the sum of: \$ 44,000.00

Payment to be made as follows:
Within 30 days of Invoice Date

Neil Brodhead, Owner CAS Inspections Inc.

Authorized Signature 

Acceptance of Proposal - The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above

Proposal Valid for 10 Days

Date Authorized:

Signature

Signature

CONSTRUCTION PHASE DUTIES OF THE SCHOOL DISTRICT, DESIGN PROFESSIONAL AND CONTRACTOR

Discipline: Structural

History:

Revised 09/11/19
Last revised 12/02/16
Original Issue 11/03/08

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

PURPOSE: This Interpretation of Regulations (IR) provides guidance to school districts regarding contracts for construction of school facilities. Specifically, this IR identifies the duties of the school district, designer and the construction contractor with regard to the construction phase of the project.

In addition to this IR, DSA procedure *PR 13-01: Construction Oversight Process* provides information regarding duties of the school district, design professional, inspectors, contractor and Laboratory of Record (LOR) for the construction phase of the project and administration of the *DSA 152: Project Inspection Card*. PR 13-01 applies to all projects and should be reviewed by all parties involved. ←

GENERAL: The school district may contract with construction managers or other entities for assistance with monitoring the design and/or construction process. Construction phase duties that must be performed by specific entities per Title 24, Part 1 (California Administrative Code [CAC]) are listed in this IR.

1. DUTIES OF THE SCHOOL DISTRICT:

1.1 Design: The school board shall employ (or contract to) a qualified architect or structural engineer to be in general responsible charge of the design of the project. The designer shall not perform construction nor share any interest with any entity performing construction.

Exceptions:

1. When the project involves no structural or architectural construction, a qualified engineer registered in that branch of engineering applicable to the work may be in general responsible charge of the project (see CAC, § 4-316).
2. The design professional need not be independent of the builder when the design/build requirements of Education Code Sections 17250.10 - 17250.55 are met.

1.2 Inspection: The school board shall provide for and require competent, adequate and continuous inspection by a DSA certified project inspector. See *DSA IR A-7: Inspector Certification and Approval*, *DSA IR A-12: Assistant Inspector Approval*, and *DSA IR A-8: Project Inspector and Assistant Inspector Duties and Performance* and CAC, § 4-333(b). The expense of inspections by the project inspector and, when required, all assistant and/or special inspectors, shall be paid for by the school board.

The project inspector and any assistant inspectors must be employed in one of the following capacities:

- Contracted directly to the school board.
- Directly employed by the school board.
- Employed by or contracted to an entity providing only inspection services to the school district.

CONSTRUCTION PHASE DUTIES OF THE SCHOOL DISTRICT, DESIGN PROFESSIONAL AND CONTRACTOR

The project inspector shall not have any current employment relationship with any entity which is a contracting party for the construction or any entity providing any services for the school district except for services directly related to project inspection.

Special inspectors may only be contracted directly to (or employed by) the school board or a testing laboratory acceptable to DSA.

- 1.3 Testing:** The school board shall contract directly with a testing laboratory for the performance of structural tests as defined by the DSA-approved plans and specifications and summarized on form *DSA 103: List of Required Structural Tests and Special Inspections*. The testing laboratory must be accepted by the DSA Laboratory Evaluation and Acceptance program (see CAC, § 4-335.1). Note that the school board may collect the cost of certain tests from the contractor in accordance with CAC, § 4-335.
 - 1.4 Soils Investigations and Testing:** The school board shall contract directly with a California registered geotechnical engineer for the performance of soils and geologic investigations (for design) when required. During construction, the school board shall contract directly with a DSA accepted testing laboratory which employs or contracts with a registered geotechnical engineer for soils testing.
 - 1.5 Statement of Final Actual Project Cost:** The school district shall submit a *DSA 168: Statement of Final Actual Project Cost* to DSA upon completion of construction shown on the DSA-approved construction documents (see CAC, § 4-339). See *IR A-23: Construction Cost Reporting and DSA Fees* for definitions of “construction costs.”
- 2. DUTIES OF THE DESIGN PROFESSIONAL:** The architect or engineer in general responsible charge of the project is responsible to see that completed construction conforms to plans and specifications approved by DSA and shall perform the following duties (see CAC, § 4-341):
- 2.1 Prior to Start of Construction:**
 - Prepare drawings and specifications for construction.
 - Prepare a List of Required Structural Tests and Special Inspections (form DSA 103).
 - Obtain DSA approval of drawings, specifications, and form DSA 103 prior to the issuance of any contracts for construction.
 - Review and evaluate the qualifications and experience of the testing laboratory, project and assistant inspectors as well as any independently contracting special inspectors prior to employment.
 - Advise the school district on the selection of the inspectors and testing laboratory for the project.
 - Submit to DSA a *DSA 5-PI: Project Inspector Qualification and Approval* for the project inspector; a *DSA 5-AI: Assistant Inspector Qualification and Approval* form for the assistant inspector and, when required, a *DSA 5-SI: Special Inspector Qualification and Approval* form for each special inspector employed directly by the school district.
 - Submit a *DSA 102-IC: Construction Start Notice/Inspection Card Request* to establish communication links and obtain Project Inspection Cards (form DSA 152).
 - Provide DSA-approved documents, including the List of Structural Tests and Special Inspections (form DSA-103), addenda, deferred submittals and Construction Change Documents (CCD) (see *IR A-6: Construction Change Submittal and Approval Process*) to the project inspector and the testing laboratory.

CONSTRUCTION PHASE DUTIES OF THE SCHOOL DISTRICT, DESIGN PROFESSIONAL AND CONTRACTOR

2.2 During Construction:

2.2.1 Observe Construction:

- Make observations of construction as required by CAC, § 4-333(a). Also, see CAC, § 4-316(b) regarding delegation of responsibility.
- Verify that the DSA-approved documents are being properly interpreted and implemented by all parties and that construction is proceeding in accordance with the DSA-approved construction documents.

2.2.2 Construction Administration:

- Review and respond in a timely manner to “requests for information” (RFIs) from the contractors, inspectors, and testing laboratories.
- Evaluate non-conforming construction and/or materials and make decisions regarding acceptability and/or corrections required; notify DSA as to the disposition of all non-conforming construction and/or materials.
- Provide general direction to the project inspector and notify the school board and DSA by letter if the project inspector is found unable or unwilling to perform their duties.
- Respond in a timely manner to construction issues identified by DSA and the project design team.
- Submit interim verified reports (form *DSA 6-AE: Architect/Engineer Verified Report*) as described in DSA PR 13-01.

2.2.3 Interpretations, Clarifications and Changes:

- Issue clarifications and/or interpretations of DSA-approved construction documents as required.
- Submit all addenda, deferred submittals and CCDs to DSA for approval.
- Issue CCDs, in accordance with IR A-6, to address any material changes to the DSA-approved documents.

2.3 At the Conclusion of Construction:

- Submit a final verified report on form DSA 6-AE.
- Administer the closing process by verifying that all required documents are submitted to DSA, responding to the *DSA 301-N: Notification of Requirement for Certification* letter, and taking such actions that may be necessary to ensure that all required documents are submitted to DSA in a timely manner.

CONSTRUCTION PHASE DUTIES OF THE SCHOOL DISTRICT, DESIGN PROFESSIONAL AND CONTRACTOR

3. DUTIES OF THE CONSTRUCTION CONTRACTOR:

3.1 Preparation for Construction:

Provide a written construction schedule to the architect and project inspector in advance of performing the work, and inform the architect and project inspector of any changes to the schedule.

3.2 Performance of Construction:

- Perform all construction in accordance with DSA-approved documents.
- Provide quality control of all work including the work of all subcontractors.
- Immediately respond to any deviation notices issued by the project inspector.
- Notify the project inspector, special inspectors, and the LOR of the start of each and every aspect of the construction.
- Provide access to the construction for all inspectors, LOR personnel and DSA representatives.
- Submit a final verified report on form *DSA 6-C: Contractor Verified Report*.

4. DUTIES OF THE PROJECT INSPECTOR: See IR A-8 and CAC, § 4-342 for the duties of the project inspector.

5. DUTIES OF CONSTRUCTION MANAGER: See *IR A-3: Construction Management Services for Public School Projects* for a description of construction manager services.

REFERENCES:

California Code of Regulations (CCR) Title 24
Part 1: California Administrative Code
Sections 4-315, 4-316, 4-333, 4-335, 4-335.1, 4-336, 4-338, 4-339, 4-341, 4-342, and 4-343

This IR is intended for use by the DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at <https://www.dgs.ca.gov/dsa/publications> at the time of project application submittal to DSA are considered applicable.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 21

Type of item: (Action, Consent Action or Information Only): Action Item

SUBJECT:

Request to approve the independent contract with Wallace-Kuhl for testing and inspection services during the construction of two modular classroom construction at DH White Elementary School.

BACKGROUND:

The construction of two modular classrooms at DH White Elementary School requires testing throughout the project. Wallace-Kuhl & Associates services would include inspection and testing of earthwork; foundation concrete and rebar as required by the project documents, as well as preparation of the DSA required documentation.

Wallace-Kuhl is recommended by RGM Kramer, the District Project Management firm. These services need to be in place prior to commencement of construction

STATUS:

The District has used the services of Wallace-Kuhl & Associates in the past and is seeking approve from the board to secure their services for this project.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

Approximately \$8,190 to be paid from Fund 25 Developer Fees. For hourly fees see the attached schedule.

RECOMMENDATION:

That the Board approve the contract with Wallace-Kuhl & Associates for testing and inspections.

Time allocated: 5 minutes

February 28, 2020

DSA File No. 34-86
DSA Application No. 02-118228
LEA No. 227

STOCKTON OFFICE
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209.234.7722 phone
209.234.7727 fax

Elizabeth Keema-Aston
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Cost Proposal – Special Inspection and Testing Services

DH WHITE ELEMENTARY SCHOOL – RELOCATED MODULAR BUILDINGS

500 Elm Way
Rio Vista, California

Wallace-Kuhl and Associates is pleased to submit this proposal to provide testing and inspection services during the construction of two modular classrooms at DH White Elementary School. The project consists of construction of installation of two modular buildings and relatively minor modernization work at the existing campus.

Our budget estimate is based on review of the construction documents, preliminary construction schedule, and discussions with project personnel. We understand our scope of work would include inspection and testing of earthwork; foundation concrete and rebar as required by the project documents, as well as preparation of the DSA required documentation.

Based on our experience, we estimate that our fee for the special inspection and testing services required for this project would be approximately \$8190. Billing would be only for work performed and determined based on the attached 2020P Schedules of Fees. Please be aware that we bill for our hourly services on a portal-to-portal basis from our nearest office. Also, the construction schedule and the contractor's efficiency affect the number of site visits - and the cost - required for our services. Our representatives would work with the Project Inspector to perform our work in a timely and efficient manner.

In order to provide the most efficient and responsive service, scheduling for inspections must be made at least 24 hours in advance of the work. In addition, it is considered essential that the contractor be notified well in advance of your intention to have special inspection and testing performed, so that they are prepared for the required inspections. Please notify us immediately if the inspection is canceled so that you do not incur a trip charge.

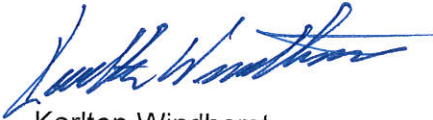
To assure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will they direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them from defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

Cost Proposal – Special Inspection and Testing Services
DH WHITE ELEMENTARY SCHOOL – RELOCATED MODULAR BUILDINGS
February 28, 2020

Page 2

Our agreement for this work is attached to this proposal. If this proposal is acceptable, please sign the agreement and return it to us as our written authorization to proceed. We will return a fully executed copy of the agreement to you for your files. Please inform us if wet signed copies of the agreement are required. If that is the case, please print sign and return two copies of the agreement to our office. We will then return a fully executed copy by US mail for your files.

Wallace - Kuhl & Associates



Karlton Windhorst
Regional Manager

cc: Marlin Jones

Attachments: Budget Estimate
Construction Testing Agreement
2020P Fee Schedules



Budget Estimate
DH WHITE ELEMENTARY SCHOOL - RELOCATED MODULAR BUILDINGS
 Rio Vista, California
 Page 1

	Unit	Cost (\$) Per Unit	Estimated Days	Estimated Quantity	Total
SOILS TESTING AND INSPECTION					
Shallow Foundation Inspection	hour	\$ 115.00	2	3	\$ 690.00
Utility Trench Backfill Testing	hour	\$ 115.00	3	3	\$ 1,035.00
Flatwork Subgrade Inspection/Testing	hour	\$ 115.00	1	3	\$ 345.00
Flatwork Aggregate Base Inspection/Testing	hour	\$ 115.00	1	3	\$ 345.00
Laboratory Testing ASTM D1557 Curve	each	\$ 260.00	N/A	2	\$ 520.00
PROJECT ADMINISTRATION, REVIEW & REPORTS					
Supervising Technician	hour	\$ 115.00	2	0.5	\$ 115.00
Senior Engineer	hour	\$ 190.00	1	1	\$ 190.00
Mileage	Mile	\$ 0.75	6	60	\$ 270.00
SOILS TOTAL					\$ 3,510.00
CONCRETE TESTING AND INSPECTION					
Concrete Mix Design Review by Senior Engineer	each	\$ 190.00	1	1	\$ 190.00
Reinforcing Steel Sampling and Tagging	hour	\$ 110.00	2	3	\$ 660.00
Batch Plant Inspection	hour	\$ 110.00	2	1	\$ 220.00
Concrete Placement T&I Continuous and Spread Footings	hour	\$ 110.00	2	5	\$ 1,100.00
Retrieve Test Samples	hour	\$ 110.00	2	1	\$ 220.00
Laboratory Testing Concrete Test Cylinders - 2 sets of 4	each	\$ 30.00	N/A	8	\$ 240.00
Reinforcing Steel Tensile Testing	each	\$ 90.00	N/A	4	\$ 360.00
Reinforcing Steel Bend Testing	each	\$ 50.00	N/A	4	\$ 200.00
CONCRETE TOTAL					\$ 3,190.00
STRUCTURAL STEEL TESTING AND INSPECTION					
Field Welding Inspection	hour	\$ 115.00	2	3	\$ 690.00
STRUCTURAL STEEL TOTAL					\$ 690.00
PROJECT ADMINISTRATION, REVIEW & REPORTS					
Project Administration	hour	\$ 115.00	2	0.5	\$ 115.00
Senior Engineer - Report Review / DSA Documentation	hour	\$ 190.00	1	1	\$ 190.00
Mileage	Mile	\$ 0.75	11	60	\$ 495.00
PROJECT ADMINISTRATION TOTAL					\$ 800.00
PROJECT TOTAL					\$ 8,190.00



CONSTRUCTION TESTING AGREEMENT

DH WHITE ELEMENTARY SCHOOL – RELOCATED MODULAR BUILDINGS
Rio Vista, California

RIVER DELTA UNIFIED SCHOOL DISTRICT ("CLIENT") and River City Geoprosessionals, Inc. dba WALLACE - KUHL & ASSOCIATES ("WKA") agree:

1. PROFESSIONAL SERVICES. **WKA** will perform professional services and will receive compensation pursuant to the terms and conditions of the attached proposal letter dated February 28, 2020, which is incorporated herein by reference. In performing professional services, **WKA** shall use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the engineering profession practicing under similar conditions at the same time and in the same or similar locality. **CLIENT** understands and acknowledges the inherent risks connected with construction and agrees that no warranty, either express or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

2. PAYMENT. **WKA** will submit invoices for services rendered on a periodic basis, provided, however, said invoices shall not be submitted more frequently than once every 30 days. Invoices shall be due upon receipt, but shall not be considered delinquent if paid on or before the expiration of 30 days from date of mailing. If payment is not so made, a late payment charge shall be due on the invoice amount at the rate of one and one-half percent (1½%) per month on the unpaid balance from the date of the invoice until paid. In the event of delinquency, **CLIENT** shall pay the actual cost of collection including, without limitation, reasonable attorneys' fees. If the **CLIENT** is an LLC or LLP, then the individual signing the contract on behalf of the **CLIENT** shall be personally responsible for payment of all invoices.

3. JOB SITE. **WKA** will not act as supervisor of construction operations, nor will **WKA** direct or exert any control over such operations. The construction contractor(s) shall be informed that neither the presence of **WKA** on the job site, nor the testing by **WKA** shall excuse the contractor(s) for defects in any contractor's work or any contractor's non-compliance with the project plans, specifications or applicable laws, ordinances, regulations or standards, whether such defect or non-compliance is discovered during or after construction. **CLIENT** agrees that the construction contractor(s) will be required by **CLIENT** to assume sole and complete responsibility for job conditions during construction, including safety of persons and property.

4. REPORTS. Reports, plans and other work prepared by **WKA** remain the property of **WKA**. **CLIENT** agrees that all reports and other work furnished to the **CLIENT** and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction.

5. LIABILITY. **CLIENT** agrees to indemnify and hold **WKA** harmless from any and all liability in connection with the performance of work during construction of this project, except liability arising directly from the gross negligence or willful misconduct of **WKA**. **WKA** carries workers' compensation insurance and public liability insurance for bodily injury and property damage that may be suffered by third parties and members of the public who are not covered by the limitation of liability set forth below in Paragraph 6. Certificates of coverage will be furnished to **CLIENT** upon written request. **WKA** assumes the risk of damage caused by its personnel to its supplies and equipment. In the event **CLIENT** desires greater insurance coverage and directs **WKA** to take out additional insurance, **WKA** shall procure and maintain additional insurance, if procurable, at **CLIENT**'s expense; provided, however, **WKA** shall not be responsible for property damage and bodily injury resulting from any cause, including fire and explosion, beyond the amount and coverage of **WKA**'s insurance.

6. LIMITATION OF LIABILITY. **WKA**'s liability for damages due to alleged negligent professional acts, errors and omissions will be limited to a sum not to exceed \$50,000 or **WKA**'s total fee, whichever is greater. Notwithstanding any other provision herein to the contrary, **WKA** shall not be responsible or held liable for any special, indirect or consequential damages resulting in any way from **WKA**'s performance under this Agreement.

7. GOVERNING LAW; DISPUTES. This Agreement shall be governed by the laws of the State of California. Should either party hereto bring suit in court to enforce any term of this Agreement, it is agreed that each party shall pay their own legal costs, expenses and attorneys' fees.

RIVER DELTA UNIFIED SCHOOL DISTRICT

WALLACE - KUHL & ASSOCIATES

Signature

Signature

Name printed or typed

Title

Karlton Windhorst, Regional Manager

Name/Title

Date

February 28, 2020

Date

Company Address

PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$190.00	per hour
Senior Engineer / Geologist	\$190.00	per hour
Senior Environmental Scientist	\$190.00	per hour
Project Engineer / Geologist	\$155.00	per hour
Project Environmental Scientist	\$155.00	per hour
Senior Staff Engineer / Geologist	\$145.00	per hour
Senior Staff Environmental Scientist	\$145.00	per hour
Staff Engineer / Geologist	\$140.00	per hour
Staff Environmental Scientist	\$140.00	per hour
Senior Environmental Technician	\$115.00	per hour
Senior / Supervising Technician	\$115.00	per hour
Draftsperson / GIS Technician	\$110.00	per hour
Administrative Assistant	\$85.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$190.00	per hour
Thermal Resistivity Testing	\$190.00	per hour
Electrical Resistivity Survey	\$190.00	per hour
Hand Augering/Sampling - Engineer	\$170.00	per hour
Photoionization Detector	\$190.00	per hour
Rebar Location / GPR	\$310.00	per hour

LITIGATION

Data Review/Consultation	\$275.00	per hour
Depositions/Expert Witness Testimony	\$380.00	per hour

EXPENSES

Vehicle Charges (<i>Subject to periodic adjustment due to fuel cost</i>)	\$0.75	per mile
Subsistence	\$70.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$25.00	each
Color photography versions	\$35.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays, and over 8 hrs on Saturday	hourly rate plus	75	percent

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$140.00 /hr.
Batch Plant Inspection	\$110.00 /hr.
CaCl Moisture Emission Test Kit	\$35.00 /kit
CaCl Moisture Emission Testing	\$105.00 /hr.
CLSM/CDF/Slurry Testing	\$105.00 /hr.
Concrete Mix Design Review	\$190.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$110.00 /hr.
Concrete Rebound Number Testing	\$140.00 /hr.
Concrete Trial Batch	\$110.00 /hr.
Floor Flatness Testing	\$140.00 /hr.
High Strength Grout Sampling / Testing	\$110.00 /hr.
Rebar / Post Tension Special Inspection	\$115.00 /hr.
Rebar Location / GPR	\$310.00 /hr.
Rebar Location / Pachometer	\$140.00 /hr.
Rebar Placement Inspection	\$115.00 /hr.
Reinforcing Steel Sampling/Tagging	\$110.00 /hr.
Relative Humidity Testing	\$140.00 /hr.
Shotcrete Special Inspection	\$110.00 /hr.
Transport Cylinders / Samples to Lab	\$110.00 /hr.

CORING

Coring (Technician + equipment)	\$140.00 /hr.
Coring (Technician assistant)	\$110.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$110.00 /hr.
Concrete Anchor Proof Load Testing	\$140.00 /hr.
Concrete Anchor Torque Testing	\$115.00 /hr.
Suspended Ceiling Inspection / Testing	\$140.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$110.00 /hr.
High Strength Bolt Special Inspection	\$115.00 /hr.
Material Identification	\$115.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$125.00 /hr.
Tower Certified Special Inspector	\$140.00 /hr.
Welding Special Inspection - Field	\$115.00 /hr.
Welding Special Inspection - Shop	\$115.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$170.00 /hr.
In-Place Masonry Shear Testing	\$140.00 /hr.
Masonry Materials Sampling / Testing	\$110.00 /hr.
Masonry Special Inspection	\$110.00 /hr.
Masonry Special Inspection DSA Cert.	\$120.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$115.00 /hr.
Asphalt Concrete Materials Sampling	\$115.00 /hr.
Building Pad Special Inspection / Testing	\$115.00 /hr.
Deep Foundation Inspection	\$115.00 /hr.
Flatwork AB Inspection / Testing	\$115.00 /hr.
Flatwork Subgrade Inspection / Testing	\$115.00 /hr.
Grading Inspection / Testing	\$115.00 /hr.
Hand Augering and Sampling	\$145.00 /hr.
Pavement AB Inspection / Testing	\$115.00 /hr.
Pavement Subgrade Inspection / Testing	\$115.00 /hr.
Proof Rolling Observation	\$115.00 /hr.
Shallow Foundation Inspection	\$115.00 /hr.
Slab Subgrade Soil Moisture Tests	\$115.00 /hr.
Soil / Aggregate Sampling	\$115.00 /hr.
Soil Treatment Testing / Observation	\$115.00 /hr.
Structure Backfill Inspection / Testing	\$115.00 /hr.
Subgrade Stabilization Observation	\$115.00 /hr.
Utility Trench Backfill Testing	\$115.00 /hr.
WKA Drill Rig (including operator)	\$235.00 /hr.
WKA Drill Rig (helper)	\$115.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$145.00 /hr.
Crack Monitoring	**
Epoxy / FRP Installation Inspection	\$110.00 /hr.
Existing Building Evaluation / Demo	\$110.00 /hr.
Existing Building Evaluation / Document	\$110.00 /hr.
Existing Building Evaluation / Repair	\$110.00 /hr.
Field Investigate Support	\$110.00 /hr.
Firestopping Inspection	\$125.00 /hr.
GFRC Inspection / Testing	\$110.00 /hr.
Glulam / Truss Fabrication Inspection	\$120.00 /hr.
Glulam / Truss Inspection Travel	\$85.00 /hr.
Meggar Ground Testing	\$140.00 /hr.
Prestress Framing Installation	\$110.00 /hr.
Proto Wall Inspection / Testing	\$110.00 /hr.
Roofing Inspection	\$110.00 /hr.
Shear Nailing Inspection	\$110.00 /hr.
Soil Elect. Resistivity Testing - Technician	\$145.00 /hr.
Thickness Testing - Coating / Steel	\$140.00 /hr.
Timber Framing / Hardware Inspection	\$110.00 /hr.
Timber-in-Structure Inspection	\$140.00 /hr.
Vapor Barrier Inspection	\$110.00 /hr.
Vibration Monitoring	**

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

* Based on hourly rate of Inspection or Testing scheduled

** Based on Staff Classification

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:

- a) Single trip pickup and delivery services, where a one hour minimum will apply.
- b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.



LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI)	ASTM D4318	\$160.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$60.00	each
Compaction Characteristics	ASTM D698	\$260.00	each
Compaction Characteristics	ASTM D1557	\$260.00	each
Compaction Characteristics	CTM 216	\$260.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$470.00	each
Consolidation (additional loads)	ASTM D2435	\$55.00	each
Expansion Index	ASTM D4829	\$195.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$420.00	each
Lime-Treated Unconfined Compression	CTM 373	\$800.00	each
Moisture Content	ASTM D2216	\$30.00	each
Organic Content	ASTM D2974	\$100.00	each
Particle-Size Distribution - Hydrometer	ASTM D7928	\$160.00	each
Particle-Size Distribution - Sieve Analysis	ASTM D6913	\$110.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$315.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$265.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$95.00	each
Specific Gravity of Soils	ASTM D854	\$140.00	each
Thermal Resistivity	ASTM D5334	\$80.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$335.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$260.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	\$390.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	\$305.00	each
Unconfined Compression Test	ASTM D2166	\$110.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$40.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$60.00	each
Clay Lumps and Friable Particles	ASTM C142	\$160.00	per size
Cleanness Value	CTM 227	\$170.00	each
Durability Index (Coarse or Fine)	CTM 229	\$165.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$120.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	\$120.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$65.00	each
Resistance "R" Value - Aggregate	CTM 301	\$315.00	each
Sand Equivalent, 1 point	CTM 217	\$100.00	each
Sand Equivalent, 3 points	CTM 217	\$135.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	\$110.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	\$95.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$160.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$130.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	\$260.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308	\$110.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$360.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	\$110.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	\$180.00	each
Stabilometer Value, 1 point	CTM 366	\$135.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	\$160.00	each
Thickness of AC Cores	ASTM D3549	\$20.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	\$60.00	each



LABORATORY SERVICES

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$30.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$25.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$85.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$110.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$45.00	each
Concrete Cylinder Mold		\$7.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$100.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$115.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157	\$195.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$85.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$70.00	each
Modulus of Rupture	ASTM C67	\$80.00	each
Absorption	ASTM C67	\$95.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$80.00	each
Absorption & Moisture Content	ASTM C140	\$80.00	each
Linear Drying Shrinkage	ASTM C426	\$220.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$140.00	each
Compression Test, Masonry Grout	ASTM C1019	\$45.00	each
Compression Test, Mortar	ASTM C780/C109	\$40.00	each
Core Shear Test	CBC Section 2105A	\$95.00	each
Masonry Core Compression Test	CBC Section 2105A	\$80.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	\$110.00	each
Fireproofing Density Test	ASTM E605	\$100.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$80.00	each
Bolt - Proof Load Test	ASTM F606	\$80.00	each
Bolt - Hardness Test	ASTM E18	\$40.00	each
Nut - Proof Load Test	ASTM F606	\$80.00	each
Nut - Hardness Test	ASTM E18	\$40.00	each
Washer - Hardness Test	ASTM E18	\$40.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$150.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$90.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$120.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$50.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$110.00	each
Sizes Larger Than 3/4"	ASTM A370	\$125.00	each
Machining of Test Specimens		cost plus 20%	
Structural Steel Hardness Test	ASTM E18	\$85.00	each
Torque Wrench Calibration Test (min. of 4 wrenches)		\$85.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$85.00	per test
Welder Qualification Test Inspection		\$95.00	per hour
Welder Qualification Test Record		\$100.00	each

TESTING SERVICES

Laboratory Technician		\$95.00	per hour
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CONSTRUCTION PHASE DUTIES OF THE SCHOOL DISTRICT, DESIGN PROFESSIONAL AND CONTRACTOR

Discipline: Structural

History:

Revised 09/11/19
Last revised 12/02/16
Original Issue 11/03/08

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

PURPOSE: This Interpretation of Regulations (IR) provides guidance to school districts regarding contracts for construction of school facilities. Specifically, this IR identifies the duties of the school district, designer and the construction contractor with regard to the construction phase of the project.

In addition to this IR, DSA procedure *PR 13-01: Construction Oversight Process* provides information regarding duties of the school district, design professional, inspectors, contractor and Laboratory of Record (LOR) for the construction phase of the project and administration of the *DSA 152: Project Inspection Card*. PR 13-01 applies to all projects and should be reviewed by all parties involved. ←

GENERAL: The school district may contract with construction managers or other entities for assistance with monitoring the design and/or construction process. Construction phase duties that must be performed by specific entities per Title 24, Part 1 (California Administrative Code [CAC]) are listed in this IR.

1. DUTIES OF THE SCHOOL DISTRICT:

1.1 Design: The school board shall employ (or contract to) a qualified architect or structural engineer to be in general responsible charge of the design of the project. The designer shall not perform construction nor share any interest with any entity performing construction.

Exceptions:

1. When the project involves no structural or architectural construction, a qualified engineer registered in that branch of engineering applicable to the work may be in general responsible charge of the project (see CAC, § 4-316).
2. The design professional need not be independent of the builder when the design/build requirements of Education Code Sections 17250.10 - 17250.55 are met.

1.2 Inspection: The school board shall provide for and require competent, adequate and continuous inspection by a DSA certified project inspector. See *DSA IR A-7: Inspector Certification and Approval*, *DSA IR A-12: Assistant Inspector Approval*, and *DSA IR A-8: Project Inspector and Assistant Inspector Duties and Performance* and CAC, § 4-333(b). The expense of inspections by the project inspector and, when required, all assistant and/or special inspectors, shall be paid for by the school board.

The project inspector and any assistant inspectors must be employed in one of the following capacities:

- Contracted directly to the school board.
- Directly employed by the school board.
- Employed by or contracted to an entity providing only inspection services to the school district.

CONSTRUCTION PHASE DUTIES OF THE SCHOOL DISTRICT, DESIGN PROFESSIONAL AND CONTRACTOR

The project inspector shall not have any current employment relationship with any entity which is a contracting party for the construction or any entity providing any services for the school district except for services directly related to project inspection.

Special inspectors may only be contracted directly to (or employed by) the school board or a testing laboratory acceptable to DSA.

- 1.3 Testing:** The school board shall contract directly with a testing laboratory for the performance of structural tests as defined by the DSA-approved plans and specifications and summarized on form *DSA 103: List of Required Structural Tests and Special Inspections*. The testing laboratory must be accepted by the DSA Laboratory Evaluation and Acceptance program (see CAC, § 4-335.1). Note that the school board may collect the cost of certain tests from the contractor in accordance with CAC, § 4-335.
- 1.4 Soils Investigations and Testing:** The school board shall contract directly with a California registered geotechnical engineer for the performance of soils and geologic investigations (for design) when required. During construction, the school board shall contract directly with a DSA accepted testing laboratory which employs or contracts with a registered geotechnical engineer for soils testing.
- 1.5 Statement of Final Actual Project Cost:** The school district shall submit a *DSA 168: Statement of Final Actual Project Cost* to DSA upon completion of construction shown on the DSA-approved construction documents (see CAC, § 4-339). See *IR A-23: Construction Cost Reporting and DSA Fees* for definitions of “construction costs.”
- 2. DUTIES OF THE DESIGN PROFESSIONAL:** The architect or engineer in general responsible charge of the project is responsible to see that completed construction conforms to plans and specifications approved by DSA and shall perform the following duties (see CAC, § 4-341):
- 2.1 Prior to Start of Construction:**
- Prepare drawings and specifications for construction.
 - Prepare a List of Required Structural Tests and Special Inspections (form DSA 103).
 - Obtain DSA approval of drawings, specifications, and form DSA 103 prior to the issuance of any contracts for construction.
 - Review and evaluate the qualifications and experience of the testing laboratory, project and assistant inspectors as well as any independently contracting special inspectors prior to employment.
 - Advise the school district on the selection of the inspectors and testing laboratory for the project.
 - Submit to DSA a *DSA 5-PI: Project Inspector Qualification and Approval* for the project inspector; a *DSA 5-AI: Assistant Inspector Qualification and Approval* form for the assistant inspector and, when required, a *DSA 5-SI: Special Inspector Qualification and Approval* form for each special inspector employed directly by the school district.
 - Submit a *DSA 102-IC: Construction Start Notice/Inspection Card Request* to establish communication links and obtain Project Inspection Cards (form DSA 152).
 - Provide DSA-approved documents, including the List of Structural Tests and Special Inspections (form DSA-103), addenda, deferred submittals and Construction Change Documents (CCD) (see *IR A-6: Construction Change Submittal and Approval Process*) to the project inspector and the testing laboratory.

CONSTRUCTION PHASE DUTIES OF THE SCHOOL DISTRICT, DESIGN PROFESSIONAL AND CONTRACTOR

2.2 During Construction:

2.2.1 Observe Construction:

- Make observations of construction as required by CAC, § 4-333(a). Also, see CAC, § 4-316(b) regarding delegation of responsibility.
- Verify that the DSA-approved documents are being properly interpreted and implemented by all parties and that construction is proceeding in accordance with the DSA-approved construction documents.

2.2.2 Construction Administration:

- Review and respond in a timely manner to “requests for information” (RFIs) from the contractors, inspectors, and testing laboratories.
- Evaluate non-conforming construction and/or materials and make decisions regarding acceptability and/or corrections required; notify DSA as to the disposition of all non-conforming construction and/or materials.
- Provide general direction to the project inspector and notify the school board and DSA by letter if the project inspector is found unable or unwilling to perform their duties.
- Respond in a timely manner to construction issues identified by DSA and the project design team.
- Submit interim verified reports (form *DSA 6-AE: Architect/Engineer Verified Report*) as described in DSA PR 13-01.

2.2.3 Interpretations, Clarifications and Changes:

- Issue clarifications and/or interpretations of DSA-approved construction documents as required.
- Submit all addenda, deferred submittals and CCDs to DSA for approval.
- Issue CCDs, in accordance with IR A-6, to address any material changes to the DSA-approved documents.

2.3 At the Conclusion of Construction:

- Submit a final verified report on form DSA 6-AE.
- Administer the closing process by verifying that all required documents are submitted to DSA, responding to the *DSA 301-N: Notification of Requirement for Certification* letter, and taking such actions that may be necessary to ensure that all required documents are submitted to DSA in a timely manner.

CONSTRUCTION PHASE DUTIES OF THE SCHOOL DISTRICT, DESIGN PROFESSIONAL AND CONTRACTOR

3. DUTIES OF THE CONSTRUCTION CONTRACTOR:

3.1 Preparation for Construction:

Provide a written construction schedule to the architect and project inspector in advance of performing the work, and inform the architect and project inspector of any changes to the schedule.

3.2 Performance of Construction:

- Perform all construction in accordance with DSA-approved documents.
- Provide quality control of all work including the work of all subcontractors.
- Immediately respond to any deviation notices issued by the project inspector.
- Notify the project inspector, special inspectors, and the LOR of the start of each and every aspect of the construction.
- Provide access to the construction for all inspectors, LOR personnel and DSA representatives.
- Submit a final verified report on form *DSA 6-C: Contractor Verified Report*.

4. DUTIES OF THE PROJECT INSPECTOR: See IR A-8 and CAC, § 4-342 for the duties of the project inspector.

5. DUTIES OF CONSTRUCTION MANAGER: See *IR A-3: Construction Management Services for Public School Projects* for a description of construction manager services.

REFERENCES:

California Code of Regulations (CCR) Title 24
Part 1: California Administrative Code
Sections 4-315, 4-316, 4-333, 4-335, 4-335.1, 4-336, 4-338, 4-339, 4-341, 4-342, and 4-343

This IR is intended for use by the DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at <https://www.dgs.ca.gov/dsa/publications> at the time of project application submittal to DSA are considered applicable.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 22

Type of item: (Action, Consent Action or Information Only): Action Item

SUBJECT:

Request to authorize Katherine Wright, Superintendent or Elizabeth Keema-Aston, Chief Business Officer to apply for E-rate funding for the Districts WAN and/or Internet Services for FY 20-21 (Y23)

BACKGROUND:

The District's current contract with Conterra Broadband, LLC expires on June 30, 2021. Annually the District submits request for E-rate funding which provides the District with 80% Federal Funding for WAN services. The current year savings is approximately \$171,000.

During fiscal year 2020-21 the District will be working with K12HSN BIIG Grant for better internet services for the school sites. As construction is completed the sites will be removed from the current WAN system and be placed on their own circuit. When this happens the District will be switching E-rate to the new provider through the BIIG contracts, following K12HSN direction and guidelines. When this occurs, the District is still responsible to fulfill the contract with Conterra.

STATUS:

The District is seeking approval to continue to apply for E-rate Funding for WAN or internet services for Fiscal Year 2020-21.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

The cost for Conterra E-rate credits is unknown at this time as the sites will be removed one at a time. However, funds have been retained in the General Fund for this purpose. There is a savings of approximately \$171,000 from the FCC for E-rate Funding.

RECOMMENDATION:

That the Board authorize Katherine Wright, Superintendent or Elizabeth Keema-Aston, Chief Business Officer to apply for E-rate funding for the District WAN or internet services for FY 2020-21.

Time allocated: 5 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: March 10, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 23

Type of item: (Action, Consent Action or Information Only): Action Item

SUBJECT:

Request to authorize Katherine Wright, Superintendent or Elizabeth Keema-Aston, Chief Business Officer to enter into an agreement with a vendor for FY 20-21 (Y23) E-rate Funding for Category 2 to purchase a new core switch, site switches and all related components.

BACKGROUND:

The District is eligible for approximately \$136,000 for Category 2 E-rate Funding for FY 2020-21 (Y23). Category 2 Funding can be used for hardware and equipment for networking. In the past we have used this funding for internet access points to increase accessibility for students and staff.

The District is in need of upgrading its network system. The purchase of a new core switch, new switches at each school site along with any and all related components necessary for installation.

The deadline for the E-rate application is before the end of March, so finalization of contracts will need to be completed prior to the April Board meeting.

STATUS:

The District is currently obtaining quotes from vendors. However, final figures are not available to present to the Board. If the final figures are received prior to the March 10 Board meeting the information will be updated and submitted at the meeting.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

E-Rate Funding of approximate \$136,000. To receive the maximum E-rate credits, the non-discounted amount of \$27,200 will be covered by the district and paid from Unrestricted General Funds.

RECOMMENDATION:

That the Board authorize Katherine Wright, Superintendent or Elizabeth Keema-Aston, Chief Business Officer to enter into an agreement with a vendor for FY 20-21 (Y23) E-rate Funding for Category 2 to purchase a new core switch, site switches and all related components.

Time allocated: 5 minutes