

# 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:

### Important Notice

Please note, the

**June 23, 2020**

River Delta Unified School District Board meeting will be held as a teleconference (Webinar) at the River Delta USD District Office and will be closed to the public. Please see River Delta USD Meeting Logistics section below for options to view and participate in the meeting.

### River Delta USD Board Meeting Logistics

**Meeting will be held remotely.**

**To join the meeting, register with the link below. See the Public Comment section to address the Board or comment on the Agenda or non-agendized items.**

[https://us02web.zoom.us/webinar/register/WN\\_wISJBIIQIacG5NDLeHguw](https://us02web.zoom.us/webinar/register/WN_wISJBIIQIacG5NDLeHguw)

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

Roll Call Vote:  
Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_ 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: \_\_\_\_\_

Roll Call Vote:  
Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_
8. **Public Comment:** As the result of the Coronavirus Pandemic (COVID-19), on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20. This order includes directives canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The health and well-being of our students, staff and community members are the top priority for the Board of Trustee of River Delta Unified School District. To facilitate this process, the meeting of the Board of Trustees will be available via a Zoom Webinar.

We have modified the meeting procedures while the Shelter in Place for Coronavirus Pandemic (COVID 19) is in place.

To address the Board during Public Comment or on any item listed on the Agenda, please follow these instructions:

- 1) Using the link “Public Comment Card”, complete the Google form and submit. The form must be submitted prior to Open Session. Once filled out and submitted, your comments will be read during agenda item 8: Public Comment.

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 Superintendent Wright’s report(s)
    - 9.1.2.1 Results of the May 2020 Tracking Survey Presentation – Richard Bernard, FM3
    - 9.1.2.2 Permitted and Prohibited Activities Relating to a Proposed School Bond Measure Presentation – Addison Covert, Parker & Covert, LLC
- 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, Chief Business Officer; Ken Gaston, Directors of MOT
  - 9.2.1 GASB 75 OPEB Actuarial Report – Elizabeth Keema-Aston, Chief Business Officer
  - 9.2.2 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 and Special Education Update – Nicole Latimer, Director of Educational Services and Special Education
  - 9.3.2 Preschool Reopening Presentation – Nicole Latimer, Director of Educational Services and Special Education
- 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 – June 9, 2020
- 10.2 Receive and Approve Monthly Personnel Reports - As of June 23, 2020
- 10.3 Request to approve the Independent Contract for Services Agreement with Rio Vista CARE for the 2020-2021 school year at a cost not to exceed \$10,000 – Special Education and General Funds – Nicole Latimer, Director of Education Services and Special Education
- 10.4 Request to Pre-Approve the 2020-2021 ASB, Booster Club, PTC and PTA Fundraisers– Elizabeth Keema-Aston, Chief Business Officer
- 10.5 Request to approve the purchase and installation of new playground equipment at D.H. White Elementary School, paid for by the D.H. White PTC – Nicholas Casey, Principal
- 10.6 Request to approve the purchase of ABC Mouse Early Learning Academy for the 2020-2021 school year at a cost not to exceed \$4,375 – Educational Funds – Nicole Latimer, Director of Education Services and Special Education
- 10.7 Request approval to renew the AVID membership and pay dues for River Delta Unified School District schools for the 2020-2021 school year - \$22,716 - Educational Service Funds – Nicole Latimer, Director of Education Services and Special Education
- 10.8 Request to approve the renewal of 61 Odysseyware web-based instructional program licenses for use in Alternative Education, Special Education and Adult Education throughout the district for the 2020-2021 school year at a cost not to exceed \$44,200 – Educational Services and Adult Education Funds – Nicole Latimer, Director of Education Services and Special Education

- 10.9 Request to approve the purchase of Measures of Academic Performance (MAP) Assessments for student's grades K-10 for the 2020-2021 school year at a cost not to exceed \$24,934.50 - Educational Services Funds– Nicole Latimer, Director of Education Services and Special Education
- 10.10 Request to approve the Renewal with Renaissance Learning Educational Software Licenses for the 2020-2021 school year at a cost not to exceed \$20,150.02 - Educational Services & After School Program Funding – Nicole Latimer, Director of Education Services and Special Education
- 10.11 Request to approve the Memorandum of Understanding for the District's participation in the Sacramento County Office of Education (SCOE) Sly Park program for the 2020-2021 school year – Katherine Wright, Superintendent
- 10.12 Request to approve the Medical Billing Systems, Inc. Agreement for the 2020-2021 school year at a cost not to exceed \$1,000 – Educational Services Funds– Nicole Latimer, Director of Education Services and Special Education
- 10.13 Request to approve the purchase of licenses for Turnitin, LLC software for the 2020-2021 school year at a cost not to exceed \$4,240 – Educational Services Funds– Nicole Latimer, Director of Education Services and Special Education
- 10.14 Request to approve the contract with Loy Mattison Enterprises, E-rate Consultant to provide assistance with the E-Rate process in fiscal year 2020-2021, not to exceed \$8,000 – Elizabeth Keema-Aston, Chief Business Officer
- 10.15 Request permission to apply for the Agricultural Incentive Grant for the 2020-2021 school year – Nicole Latimer
- 10.16 Request to approve the Professional Expert Agreement with Susan Jones to provide 15 days of coaching and mentoring for Rio Vista High School teachers in the 2020-2021 school year at a cost not exceed \$3,000 – Site Funds – Victoria Turk, Principal of Rio Vista High School
- 10.17 Request to approve the contract with Ryland School Business Consulting for various Financial and Business Office Services – at a cost not to exceed \$8,000 – Unrestricted General Funds – Elizabeth Keema-Aston, Chief Business Officer
- 10.18 Donations to Receive and Acknowledge:

**Riverview Middle School**

Beth Brockhouse - \$153.84

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_

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. Procedures for Public comment will follow the same process as in number 8.

- 11. Request to approve and adopt the COVID-19 Operations Written Report for 2019-2020 – Katherine Wright, Superintendent

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_

- 12. Public Hearing regarding the Proposed 2020-2021 District Budget – Elizabeth Keema-Aston, Chief Business Officer

**Open Public Hearing \_\_\_\_\_pm Public Comments: \_\_\_\_\_Close Public Hearing \_\_\_\_\_pm**

Request to approve and adopt the Proposed 2020-2021 District Budget for River Delta Unified School District – Elizabeth Keema-Aston, Chief Business Officer

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_

13. Request to approve Resolution #790 beginning July 1, 2020 authorizing designees to sign contracts and authorization to sign change orders to Katherine Wright, Superintendent, Sharon Silva, Chief Business Officer; Alicia Fernandez, Board Member; Don Olson, Board Member and Marilyn Riley, Board Member – Katherine Wright, Superintendent  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
Roll Call Vote:  
Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_
14. Request approve Resolution #791 beginning July 1, 2020 authorizing designees to sign District payroll orders and request for payments to vendors to Katherine Wright, Superintendent, and Sharon Silva, Chief Business Officer – Katherine Wright, Superintendent  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
Roll Call Vote:  
Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_
15. Request to approve Resolution #792 beginning July 1, 2020 identifying District representatives authorized to execute documents related to construction to Katherine Wright, Superintendent, and Sharon Silva, Chief Business Officer – Katherine Wright, Superintendent  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
Roll Call Vote:  
Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_
16. Request to approve Resolution #793 where the Board of Trustees for the River Delta USD ordering a School Bond Election on behalf of School Facilities Improvement District No. 1, Establishing Specifications of the Election Order, and Requesting Consolidation with other Elections occurring on November 3, 2020 – Katherine Wright, Superintendent  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
Roll Call Vote:  
Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_
17. Request to approve Resolution #794 where the Board of Trustees for the River Delta USD ordering a School Bond Election on behalf of School Facilities Improvement District No. 2, Establishing Specifications of the Election Order, and Requesting Consolidation with other Elections occurring on November 3, 2020 – Katherine Wright, Superintendent  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
Roll Call Vote:  
Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_
18. Request to approve Resolution #795 beginning July 1, 2020 authorizing delegation of power to contract to Katherine Wright, Superintendent and Sharon Silva, Chief Business Officer – Katherine Wright, Superintendent  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
Roll Call Vote:  
Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_
19. Request to approve the *first draft* of the Reopening School Plan for River Delta Unified School District for the 2020-2021 school year and to give the authority to the Superintendent or her designee to adjust the plan as necessary based on the recommendations from the Sacramento County Public Health Department – Katherine Wright, Superintendent  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
Roll Call Vote:  
Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_
20. Request to approve the Return to Athletics Plan for the 2020-2021 school year and to give the authority to the Superintendent or her designee to adjust the plan as necessary based on the recommendations from the Sacramento County Public Health Department – Katherine Wright, Superintendent  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
Roll Call Vote:  
Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_



21. Requesting the Board to choose from Options 1, 2 or 3 to move forward and if applicable authorize the Superintendent or her designee to proceed with the CEP application – Elizabeth Keema-Aston, Chief Business Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
 Roll Call Vote:  
 Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_
22. Request to approve Resolution #796 CDE Child Development Services Contract – CSPP-9404-00 California State Preschool naming Nicole Latimer, Director of Educational Services and Sharon Silva, Chief Business Officer as authorized signees to sign transactions for the Governing Board – Nicole Latimer, Director of Education Services and Special Education  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
 Roll Call Vote:  
 Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_
23. Request to approve the reclassification of the Director of Personnel on the Classified Management & Confidential Employees Salary Schedule from Range 11 to Range 15 – Katherine Wright, Superintendent  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
 Roll Call Vote:  
 Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_
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: \_\_\_\_\_  
 Roll Call Vote:  
 Member Fernandez \_\_; Member Olson \_\_; Member Riley \_\_; Member Casillas \_\_; Member Elliott \_\_; Member Stone \_\_; Member Mahoney \_\_  
 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, June 19, 2020, by or before 5:30 p.m.

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

**ATTACHMENT**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
Notice of a Regular Meeting of the Board of Trustees

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

**June 23, 2020**

**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 June 23, 2020, via teleconference (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: \_\_\_\_\_  
jg

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 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:**

Request the Board to receive the GASB 75 OPEB Actuarial Report

**BACKGROUND:**

River Delta Unified has an Other Post-Employment Benefits (OPEB) Trust which is administered by Public Agency Retirement Services (PARS). GASB 75 requires Actuarial Reports for the district's OPEB Plan to be reported to the Governing Board on an annual basis. Every other year a full actuarial valuation is necessary. For the years that the District does not receive a full actuarial valuation the District will be required to obtain a roll forward valuation from the actuary.

The annual report includes updates to the plans assets. The purpose of the valuation is to determine the plan's financial status.

**STATUS:**

This GASB 75 report is a full actuarial valuation from the actuary firm of Nicolay Consulting, the same firm that performed our valuation for the past three (3) years. This report has the actuarial valuation date of June 30, 2019, with a measurement date of June 30, 2019 for fiscal year end of June 30, 2020.

Our current funding methodology is to contribute 1% of monthly payroll to the Trust. River Delta participates in a 'pay-as-you-go' method, much like most of the districts in Sacramento County.

Currently in our collective bargaining agreement, a retiree who had been employed by the district for at least the last ten years prior to retirement and is between the ages of 55 and 65, are entitled to \$300 a month for the purchase of health, dental and life insurance.

**PRESENTER:**

Elizabeth Keema-Aston, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

NOT APPLICABLE

**COST AND FUNDING SOURCES:**

Unrestricted General Fund

**RECOMMENDATION:**

That the Board receives the information as submitted.

Time allocated: 5 minutes

**River Delta Unified School District  
OPEB Plan**

**Governmental Accounting Standards Board  
(GASB) Statement 75  
Actuarial Valuation Date: June 30, 2019  
Measurement Date: June 30, 2019  
Fiscal Year End: June 30, 2020**

**June 8, 2020**

June 8, 2020

OPEB CONSULTANTS AND ACTUARIES  
530 BUSH STREET, SUITE 500  
SAN FRANCISCO, CALIFORNIA 94108-3633  
TEL: 415-512-5300  
FAX: 415-512-5314

Sharon Silva  
Director of Accounting  
River Delta Unified School District  
445 Montezuma Street  
Rio Vista, CA 94571

**Re: River Delta Unified School District GASB 75 Report for FYE June 30, 2020**

Dear Ms. Silva,

River Delta Unified School District (the "District") has retained Nicolay Consulting Group to complete this valuation of the District's postemployment medical program (the "Plan") as of June 30, 2019 measurement date compliant under Governmental Accounting Standards Board (GASB) Statement 75.

The purpose of this valuation is to determine the value of the expected postretirement benefits for current and future retirees and the Net OPEB Liability and OPEB Benefit Cost for the fiscal year ending June 30, 2020. The amounts reported herein are not necessarily appropriate for use for a different fiscal year without adjustment.

Based on the foregoing, the cost results and actuarial exhibits presented in this report were determined on a consistent and objective basis in accordance with applicable Actuarial Standards of Practice and generally accepted actuarial procedures. We believe they fully and fairly disclose the actuarial position of the Plan based on the plan provisions, employee and plan cost data submitted.

The actuarial calculations were completed under the supervision of Gary Cline, ASA, MAAA, FCA, Enrolled Actuary. He is a member of the American Academy of Actuaries whom meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of our knowledge, the information supplied in the actuarial valuation is complete and accurate. In our opinion, assumptions as approved by the plan sponsor are reasonably related to the experience of and expectations for the Plan.

We would be pleased to answer any questions on the material contained in this report or to provide explanation or further detail as may be appropriate.

Respectfully submitted,

NICOLAY CONSULTING GROUP



Gary E. Cline, ASA, MAAA, FCA, EA  
Vice President & Chief Operating Officer

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## Section I Management Summary

### A) Highlights

#### Summary of Key Valuation Results

	2019	2018
<b>Disclosure elements as of measurement period ending June 30:</b>		
<u>Present Value of Future Benefits:</u>		
Active	\$7,716,858	\$7,142,089
Retiree	1,536,078	1,695,989
Total	\$9,252,936	\$8,838,078
<u>Actuarial Accrued Liability or Total OPEB Liability (TOL)</u>		
Active	\$4,975,292	\$5,000,559
Retiree	1,536,078	1,695,989
Total	\$6,511,370	\$6,696,548
Plan Fiduciary Net Position (i.e. Fair Value of Assets)	779,368	682,679
Net OPEB Liability (NOL)	\$5,732,002	\$6,013,869
Plan Fiduciary Net Position as a percentage of the TOL	12%	10%
Aggregate OPEB Expense (Exhibit 4)	\$637,692	\$652,134
Covered Payroll	\$11,970,542	\$13,991,170
<b>Schedule of contributions for measurement period ending June 30:</b>		
Actuarially determined contributions (Exhibit 7)	\$746,438	\$687,880
Actual contributions <sup>(1)</sup>	162,644	548,767
Contribution deficiency/(excess)	\$583,794	\$139,113
Employer's Share of Benefit Payments	\$95,068	\$240,742
<b>Demographic data for measurement period ending June 30<sup>(2)</sup>:</b>		
Number of active members	251	248
Number of retired members and beneficiaries	59	60
Inactive Participants with deferred benefits	0	0
Total Participants	310	308
<b>Key assumptions as of the Measurement Date:</b>		
Discount rate	6.85%	6.85%
<u>Initial Trend Rate</u>		
Pre-65	6.80%	8.00%
Post-65	5.00%	5.50%
Ultimate Rate	5.00%	5.00%
Year Ultimate Rate is Reached	2028	2030
CalPERS Minimum	4.00%	4.00%

<sup>(1)</sup> Includes payments to trust and amounts paid directly by the plan sponsor

<sup>(2)</sup> Census data as of June 30, 2019 is used in the measurement of the TOL as of June 30, 2019. See Section III for additional details on the demographic data.



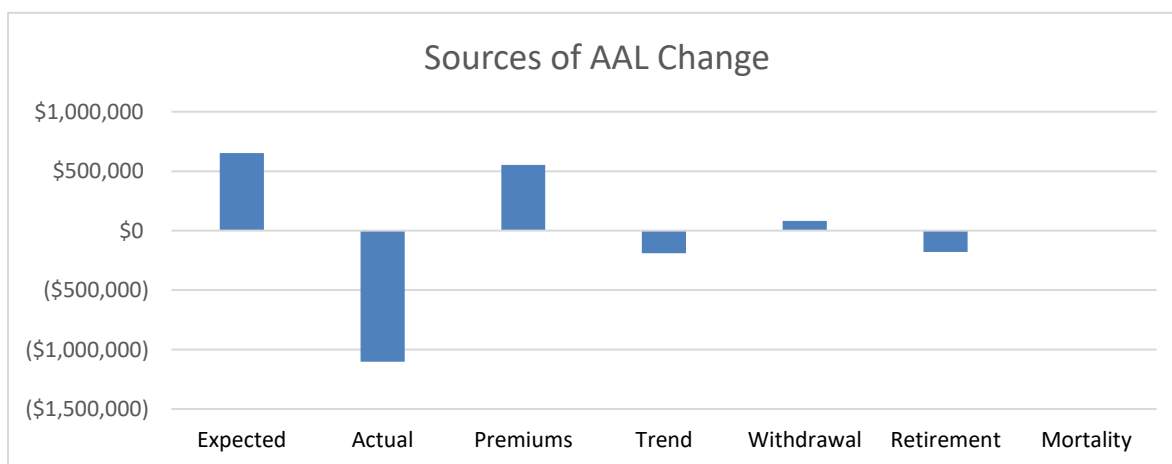
## Section I Management Summary

### B) Gap Analysis

The Total OPEB Liability has decreased \$185,178 from \$6,696,548 as of June 30, 2018 to \$6,511,370 as of June 30, 2019. A breakdown of the sources of this change in liability is shown below (thousands; amounts may not add due to rounding):

Change in TOL	Amount	Percentage
<b>Liability Experience</b>		
Expected Benefits Earned, Benefit Payments and Interest	\$651	10%
Actual Demographic and Other Experience*	<u>(\$1,101)</u>	<u>(16%)</u>
Total Liability Experience	(\$450)	(7%)
<b>Changes in Assumptions</b>		
New Premiums	\$553	8%
Change in Trend	(\$189)	(3%)
Change in Withdrawal	\$83	1%
Change in Retirement	(\$181)	(3%)
Change in Mortality	(\$1)	(0%)
New Discount Rate	<u>\$0</u>	<u>0%</u>
Total Assumption Change	\$265	4%
<b>Changes in Benefit Terms</b>		
Benefit Change	<u>\$0</u>	<u>0%</u>
Total Benefit Change	\$0	0%

Total Change in TOL	Amount	Percentage
Liability Experience	(\$450)	(7%)
Changes in Assumptions	\$265	4%
Amendments	<u>\$0</u>	<u>0%</u>
Total	(\$185)	(3%)

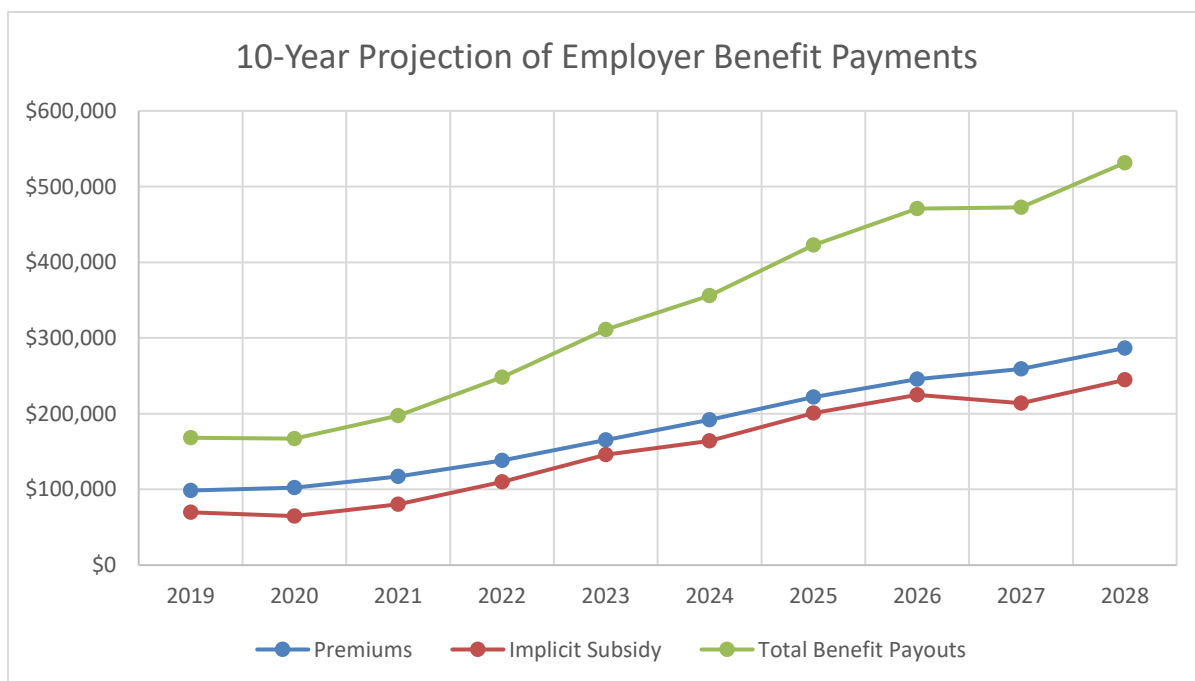


## Section I Management Summary

### C) 10-Year Projection of Employer's Benefit Payments

In this table we show the projected pay-as-you-go costs (employer's share of premiums), the implicit subsidy, and total expected benefit payments. The implicit subsidy reflects the shortfall of premiums versus the true cost of coverage. The shortfall exists because claims for active employees are combined with claims of retirees (who generally are older and cost more) to develop a single flat premium paid by both groups.

Plan Year Beginning 7/1	Employer's Share of Premiums	Implicit Subsidy	Total
2019	\$98,571	\$69,721	\$168,292
2020	\$102,312	\$64,786	\$167,098
2021	\$117,075	\$80,422	\$197,497
2022	\$138,185	\$109,942	\$248,127
2023	\$165,295	\$145,693	\$310,988
2024	\$192,091	\$163,970	\$356,061
2025	\$221,922	\$200,845	\$422,767
2026	\$245,821	\$224,903	\$470,724
2027	\$258,962	\$213,818	\$472,780
2028	\$286,765	\$244,633	\$531,398



## Section I Management Summary

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### D) Breakdown of Explicit and Implicit Liabilities

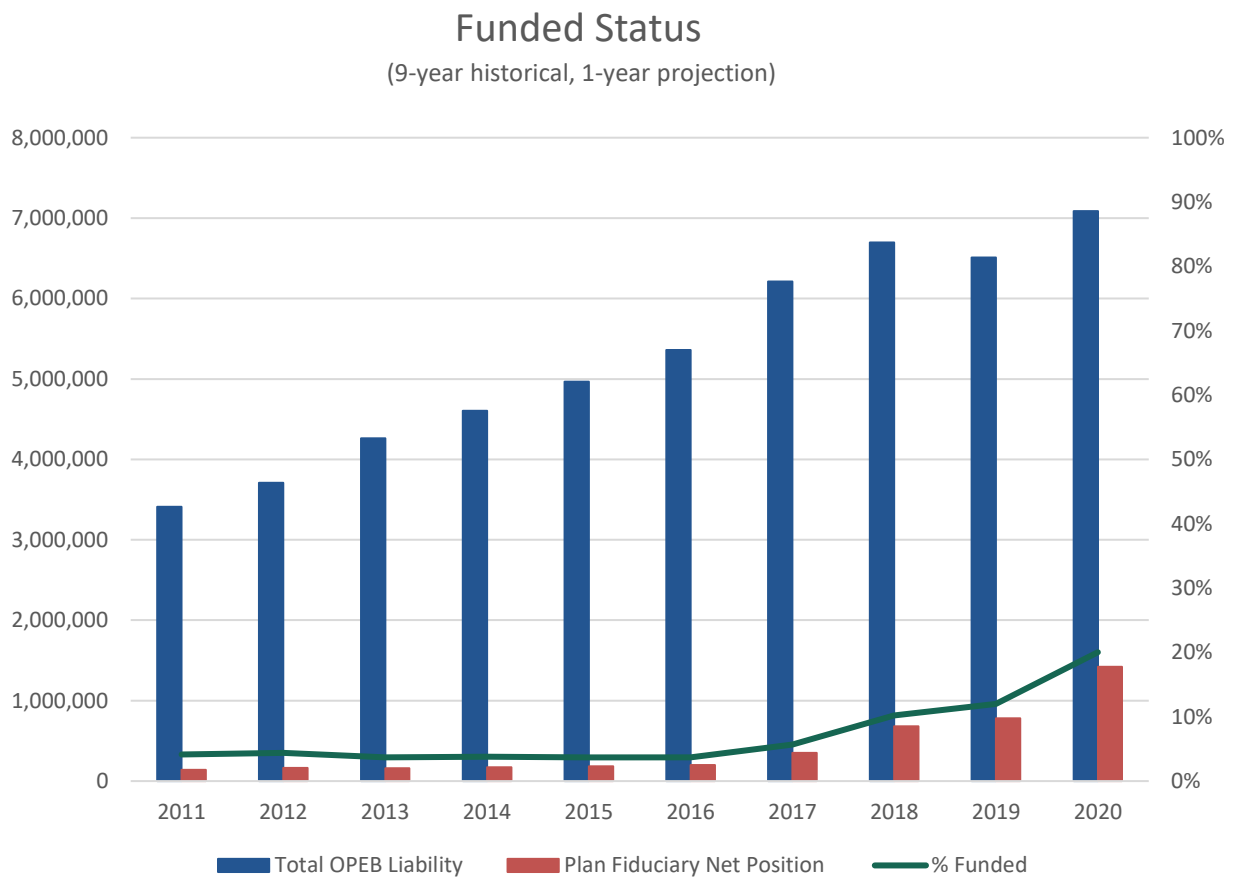
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	Explicit	Implicit	Total
<b>Present Value of Future Benefits</b>			
Actives	\$3,926,914	\$3,789,944	\$7,716,858
Retirees	<u>1,027,045</u>	<u>509,033</u>	<u>1,536,078</u>
Total	\$4,953,959	\$4,298,977	\$9,252,936
<b>Actuarial Accrued Liability</b>			
Actives	\$2,600,990	\$2,374,302	\$4,975,292
Retirees	<u>1,027,045</u>	<u>509,033</u>	<u>1,536,078</u>
Total	\$3,628,035	\$2,883,335	\$6,511,370
<b>Normal Cost 2019-2020</b>	\$144,566	\$140,648	\$285,214

## Section I Management Summary

### E) Funding Progress

Below is an illustration of the funded status of the Plan for the past 9 years, and a projection of the next year looking forward:



## Section II GASB 75 Exhibits

### A) Schedule of Changes in Net OPEB Liability (Exhibit 1)

	2019	2018
<b><u>Total OPEB Liability</u></b>		
Service cost	\$272,033	\$246,742
Interest	474,146	434,186
Change of benefit terms	0	0
Differences between expected and actual experience	(1,101,429)	46,244
Changes of assumptions	265,140	0
Benefit payments	<u>(95,068)</u>	<u>(240,742)</u>
<b>Net change in Total OPEB Liability</b>	<b>(\$185,178)</b>	<b>\$486,430</b>
<b>Total OPEB Liability – beginning (a)</b>	<b>\$6,696,548</b>	<b>\$6,210,118</b>
<b>Total OPEB Liability – ending (b)</b>	<b>\$6,511,370</b>	<b>\$6,696,548</b>
<b><u>Plan Fiduciary Net Position</u></b>		
Contributions – employer	\$162,644	\$548,767
Contributions – employee	0	0
Net investment income	30,871	24,651
Benefit payments	(95,068)	(240,742)
Administrative expense	(1,758)	(1,275)
Other	<u>0</u>	<u>0</u>
<b>Net change in Plan Fiduciary Net Position</b>	<b>\$96,689</b>	<b>\$331,401</b>
<b>Plan Fiduciary Net Position – beginning (c)</b>	<b>\$682,679</b>	<b>\$351,278</b>
<b>Plan Fiduciary Net Position – ending (d)</b>	<b>\$779,368</b>	<b>\$682,679</b>
<b>Net OPEB Liability - beginning (a) – (c)</b>	<b>\$6,013,869</b>	<b>\$5,858,840</b>
<b>Net OPEB Liability – ending (b) – (d)</b>	<b>\$5,732,002</b>	<b>\$6,013,869</b>
<b>Plan Fiduciary Net Position as a percentage of the TOL</b>	<b>12%</b>	<b>10%</b>
<b>Covered employee payroll</b>	<b>\$11,970,542</b>	<b>\$13,991,170</b>
<b>NOL as percentage of covered employee payroll</b>	<b>48%</b>	<b>43%</b>

## Section II GASB 75 Exhibits

### B) Summary of Changes in Net OPEB Liability (Exhibit 2)

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a)-(b)
<b>Measurement as of June 30, 2018:</b>	\$6,696,548	\$682,679	\$6,013,869
Recognized Changes Resulting from:			
▪ Service cost	272,033	-	272,033
▪ Interest	474,146	-	474,146
▪ Diff. between expected and actual experience	(1,101,429)	-	(1,101,429)
▪ Changes of assumptions	265,140	-	265,140
▪ Net investment income	-	30,871	(30,871)
▪ Benefit payments	(95,068)	(95,068)	-
▪ Contributions – employer	-	162,644	(162,644)
▪ Contributions – employee	-	-	-
▪ Administrative expense	-	(1,758)	1,758
▪ Change of benefit terms	-	-	-
Net Changes	(\$185,178)	\$96,689	(\$281,867)
<b>Measurement as of June 30, 2019:</b>	\$6,511,370	\$779,368	\$5,732,002

## Section II GASB 75 Exhibits

### C) Derivation of Significant Actuarial Assumptions

**Long-term Expected Rate of Return** – As of June 30, 2019, the long-term expected rates of return for each major investment class in the Plan’s portfolio are as follows:

Investment Class	Target Allocation	Long-Term Expected Real Rate of Return <sup>1</sup>
Equity	58.00%	5.66%
Fixed Income	35.00%	1.41%
REITs	2.00%	5.06%
Cash	5.00%	0.00%

<sup>1</sup>JPMorgan arithmetic Long Term Capital Market assumptions and expected inflation of 2.26%.

The above table shows the target asset allocation in the PARS Balanced investment policy.

**Discount rate** – The discount rate is based on a blend of the long-term expected rate of return on assets for benefits covered by plan assets and a yield or index for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or better for benefits not covered by plan assets.

Above are the arithmetic long-term expected real rates of return by asset class for the next 10 years as provided in a report by JP Morgan. For years thereafter, returns were based on historical average index real returns over the last 30 years assuming a similar equity/fixed investment mix and a 2.26% inflation rate. Investment expenses were assumed to be 10 basis points per year. These returns were matched with cash flows for benefits covered by plan assets and the Bond Buyer 20-Bond General Obligation index was matched with cash flows not covered by plan assets to measure the reasonableness of the choice in discount rate.

	June 30, 2019	June 30, 2018
Discount Rate	6.85%	6.85%
Bond Buyer 20-Bond GO Index	3.50%	3.87%

## Section II GASB 75 Exhibits

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### D) Sensitivity Analysis (Exhibit 3)

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**Sensitivity of the Net OPEB Liability to changes in the discount rate** – The following presents the District’s Net OPEB Liability if it were calculated using a discount rate that is 1% point lower (5.85%) or 1% point higher (7.85%) than the current rate:

**Sensitivity of the Net OPEB Liability to changes in the Trend rate** – The following presents the District’s Net OPEB Liability if it were calculated using a trend table that has rates that are 1% point lower or 1% point higher than the current set of rates:

**Net OPEB Liability as of the June 30, 2019 measurement date: \$5,732,002**

#### Sensitivity Analysis:

	NOL(A)	\$ Change	%Change
<b>Discount Rate</b>			
+1%	\$4,909,266	(\$822,736)	(14%)
Base	\$5,732,002	-	-
-1%	\$6,741,689	\$1,009,687	18%
<b>Trend Rate</b>			
+1%	\$6,920,602	\$1,188,600	21%
Base	\$5,732,002	-	-
-1%	\$4,793,575	(\$938,427)	(16%)



## Section II GASB 75 Exhibits

### E) Schedule of OPEB Expense (Exhibit 4)

Measurement Period Ending:	June 30, 2019	June 30, 2018
<b>Components of OPEB Expense:</b>		
Service Cost	\$272,033	\$246,742
Interest on the Total OPEB Liability (Exhibit 5)	474,146	434,186
Projected Earnings on OPEB Plan Investments (Exhibit 6)	(48,981)	(34,395)
Employee Contributions	0	0
Administrative Expense	1,758	1,275
Changes on Benefit Terms	0	0
Recognition of Deferred Resources Due to:		
▪ Changes of Assumptions	21,943	0
▪ Differences between Expected and Actual Experience	(89,523)	1,632
▪ Differences Between Projected Actual Earnings on Assets	6,316	2,694
Aggregate OPEB Expense	<u>\$637,692</u>	<u>\$652,134</u>

## Section II GASB 75 Exhibits

### F) Interest on the Total OPEB Liability (Exhibit 5)

	Amount for Period a	Portion of Period b	Interest Rate c	Interest on the Total OPEB Liability a*b*c
Beginning Total OPEB Liability	\$6,696,548	100%	6.85%	\$458,714
Service Cost	\$272,033	100%	6.85%	18,634
Benefit payments	(\$95,068)	50%	6.85%	<u>(3,202)</u>
Total Interest on the TOL				\$474,146

## Section II GASB 75 Exhibits

### G) Earnings on Plan Fiduciary Net Position (Exhibit 6)

Total Projected Earnings	Amount for Period a	Portion of Period b	Projected Rate of Return c	Projected Earnings a*b*c
Beginning Plan Fiduciary Net Position	\$682,679	100%	6.85%	\$46,764
Employer Contributions	\$162,644	50%	6.85%	5,478
Employee Contributions	\$0	50%	6.85%	0
Benefits payments	(\$95,068)	50%	6.85%	(3,202)
Administrative Expense and Other	(\$1,758)	50%	6.85%	(59)
<b>Total Projected Earnings</b>				<b>\$48,981</b>

#### Comparison of Projected and Actual Earnings On Investments

Total Projected Earnings	\$48,981
Actual Net Investment Income	<u>30,871</u>
Difference Between Projected and Actual Earnings on Assets	\$18,110

## Section II GASB 75 Exhibits

### H) Schedule of Contributions<sup>1</sup> (Exhibit 7)

Measurement Period Ending:	June 30, 2019	June 30, 2018
Actuarially Determined Contribution <sup>2</sup>	\$746,438	\$687,880
Contributions to the Trust	\$120,583	\$366,877
Pay-go Payments by Employer Unreimbursed by the Trust	42,061	92,019
Active Implicit Rate Subsidy Transferred to OPEB	0	89,871
Total OPEB Contributions <sup>1</sup>	\$162,644	\$548,767
Covered-employee payroll <sup>3</sup>	\$11,970,542	\$13,991,170
Contributions as a percentage of covered-employee payroll <sup>3</sup>	1%	4%

<sup>1</sup> ADC and Contributions are for the measurement period July 1, 2018 to June 30, 2019.

<sup>2</sup> Employers setting a discount rate based on the assumption that assets will be sufficient to cover all future benefit payments under the plan are assumed to annually make contributions equal to the actuarially determined contribution. Annual contributions made that are substantially less than the ADC would require additional support for use of a discount rate equal to the long-term expected return on trust assets.

<sup>3</sup> Covered-Employee Payroll represented above is based on covered-employee payroll provided by the employer. GASB 75 defines covered-employee payroll as the total payroll of employees that are provided benefits through the OPEB plan. Accordingly, if OPEB covered-employee payroll shown above is different than total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

## Section II GASB 75 Exhibits

### I) Deferred Inflows/Outflows of Resources (Exhibit 8)

	Deferred Outflows of Resources	Deferred Inflows of Resources
Unrecognized Deferred Resources due to:		
▪ Differences between expected and actual experience	\$38,158	\$1,030,613
▪ Changes in assumptions	243,197	0
▪ Net difference between projected and actual earnings	21,823	0
Contribution to OPEB plan after measurement date <sup>1</sup>	<u>TBD</u>	<u>TBD</u>
Total	\$303,178	\$1,030,613

<sup>1</sup>To be determined as of the fiscal year ending 2020

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ended June 30	Recognized Deferred Outflows/(Inflows) of Resources
2021	(\$61,264)
2022	(61,265)
2023	(62,010)
2024	(63,958)
2025	(67,580)
Thereafter	<u>(411,358)</u>
Total Deferred Resources:	(\$727,435)

## Section II GASB 75 Exhibits

### J) Schedule of Deferred Inflows/Outflows of Resources (Exhibit 9)

Fiscal Year Established	Initial Amount	Initial Years	Years Left	Amount Recognize In FY 2020	Balances as of 06/30/20 of Deferred	
					Outflows	Inflows
Difference Between Expected and Actual Plan Experience						
2018	(\$27,572)	11.437	8.437	(\$2,411)	\$0	(\$20,339)
2019	\$46,244	11.437	9.437	4,043	38,158	0
2020	(1,101,429)	12.083	11.083	(91,155)	0	(1,010,274)
Total	(\$1,082,757)			(\$89,523)	\$38,158	(\$1,030,613)
Change in Assumptions						
2018	\$0	11.437	8.437	\$0	\$0	\$0
2019	0	11.437	9.437	0	0	0
2020	265,140	12.083	11.083	21,943	243,197	0
Total	\$265,140			\$21,943	\$243,197	\$0
Net Difference Between Projected and Actual Earnings On Investments						
2018	\$3,724	5.000	2.000	\$745	\$1,489	\$0
2019	\$9,744	5.000	3.000	1,949	5,846	0
2020	18,110	5.000	4.000	3,622	14,488	0
Total	\$31,578			\$6,316	\$21,823	\$0
Totals:				(\$61,264)	\$303,178	(\$1,030,613)

## Section II GASB 75 Exhibits

### K) Reconciliation of the Net Position (Exhibit 10)

Measurement as of:	June 30, 2019	June 30, 2018
Total OPEB Liability (TOL)	\$6,511,370	\$6,696,548
Plan Fiduciary Net Position (PFNP)	779,368	682,679
Net OPEB Liability (NOL)	\$5,732,002	\$6,013,869
Deferred Inflows of resources (CR):		
▪ Differences between expected and actual experience	1,030,613	22,750
▪ Changes in assumptions	0	0
▪ Net difference between projected and actual earnings	0	0
Deferred Outflows of resources (DR):		
▪ Differences between expected and actual experience	38,158	42,201
▪ Changes in assumptions	243,197	0
▪ Net difference between projected and actual earnings	21,823	10,029
▪ Est. contributions post measurement date <sup>1</sup>	TBD	TBD
<b>Net Position</b>	<b>\$6,459,437</b>	<b>\$5,984,389</b>

<sup>1</sup> Actual post-measurement date contributions should be reported in the financial disclosures

#### Reconciliation of Net Position

Net Position at June 30, 2018 <sup>1</sup>	\$5,984,389
Aggregate OPEB Expense	637,692
Total OPEB Contributions	(162,644)
Net Position at June 30, 2019 <sup>1</sup>	\$6,459,437

<sup>1</sup> Does not reflect post-measurement date contributions

Our GASB 75 reports do not include post-measurement contributions. However, they should be included as a deferred outflow in the employer's financial statements.

## Section III Data

### A) Summary of Demographic Information

The participant data used in the valuation was provided by the District as of June 30, 2019. It is assumed that this data is representative of the population as of June 30, 2019. While the participant data was checked for reasonableness, the data was not audited. The valuation results presented in this report are dependent upon the accuracy of the participant data provided. The table below presents a summary of the basic participant information for the active and retired participants covered under the terms of the Plan.

	6/30/2019	6/30/2018
<u>Actives</u>		
Counts		
▪ Total	251	248
Averages		
▪ Age	45.7	47.2
▪ Service	10.2	11.3
<u>Retirees</u>		
Counts		
▪ Under age 65	17	12
▪ Age 65 and over	<u>42</u>	<u>48</u>
▪ Total	59	60
Averages		
▪ Age	71.1	71.4
▪ Age at Retirement	N/A	N/A
▪ Service at Retirement	N/A	N/A
Inactive Participants with deferred benefits	0	0
Total Participants	310	308
<u>Covered Dependents of Retirees</u>		
Counts		
▪ Spouses / Domestic Partners	14.7	18
▪ Children	<u>0</u>	<u>0</u>
▪ Total	14.7	18
Total Participants and Dependents	325	326



## Section III Data

### B) Distribution of Participants by Age and Service

**Distribution of Service Groups by Age Groups**

Age Group	Retired* Participants	Active Participant – Years of Service						Total
		0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25+	
< 25	0	6	0	0	0	0	0	6
25 - 29	0	29	4	2	0	0	0	35
30 - 34	0	17	6	1	0	0	0	24
35 - 39	0	12	2	11	2	0	0	27
40 - 44	0	8	4	11	4	2	0	29
45 - 49	0	6	4	4	7	7	1	29
50 - 54	0	4	8	6	4	6	3	31
55 - 59	1	5	4	4	5	11	5	34
60 - 64	16	4	2	5	1	0	6	18
65 - 69	10	1	3	1	1	4	3	13
> 70	32	2	1	0	0	1	1	5
<b>Total</b>	<b>59</b>	<b>94</b>	<b>38</b>	<b>45</b>	<b>24</b>	<b>31</b>	<b>19</b>	<b>251</b>

\*Retired participants include retirees, disabled participants, and surviving family members. Does not include covered dependents.

## Section IV Plan Provision Summary

### A) Plan Description

#### Eligibility and Benefits

Employees who retire at age 55 or older with 10 or more years of continuous District service are eligible to receive postemployment benefits from the District until they reach age 65. The District will contribute \$300 per month (prorated if the retiree was a part-time employee) toward the cost of postemployment medical, dental, vision and life insurance coverage. Retirees may elect any plan available through the CalPERS medical program and they may continue their enrollment in the District's dental and vision plans. A retiree life insurance plan is also available. Any remaining amount is paid directly to the retiree.

On September 1, 2008 the District joined the CalPERS medical program (PEMHCA). The District elected the "unequal" contribution approach in which District contributions will increase steadily; ultimately reaching 100% of the CalPERS Minimum Employer Contribution. Any employee who retires from the District and receives a PERS or STRS pension is eligible for this benefit. The benefit continues throughout the life of the retiree and surviving spouse, independently of the aforementioned stipend.

Pre-Medicare Premiums	Bay Area Plans			
	2019 Plan	EE	EE+SP	EE+Fam
	Anthem HMO Select	\$831.44	\$1,662.88	\$2,161.74
	Anthem HMO Traditional	\$1,111.13	\$2,222.26	\$2,888.94
	Blue Shield Access+	\$970.90	\$1,941.80	\$2,524.34
	HealthNet SmartCare	\$901.55	\$1,803.10	\$2,344.03
	Kaiser	\$768.25	\$1,536.50	\$1,997.45
	PERS Care	\$1,131.68	\$2,263.36	\$2,942.37
	PERS Choice	\$866.27	\$1,732.54	\$2,252.30
	PERS Select	\$543.19	\$1,086.38	\$1,412.29
	UnitedHealthcare	\$928.85	\$1,857.70	\$2,415.01
	Western Health Advantage	\$767.01	\$1,534.02	\$1,994.23
Medicare Premiums	2019 Plan	EE	EE+SP	EE+Fam
	Kaiser	\$323.74	\$647.48	\$971.22
	PERS Choice	\$360.41	\$720.82	\$1,081.23
	PERS Select	\$360.41	\$720.82	\$1,081.23
	PERS Care	\$394.83	\$789.66	\$1,184.49
	United Healthcare	\$299.37	\$598.74	\$898.11
PEMHCA Minimum				2019
				\$136.00

## Section IV Plan Provision Summary

### A) Plan Description

Pre-Medicare Premiums	<b>2020 Plan</b>	<b>EE</b>	<b>EE+SP</b>	<b>EE+Fam</b>
	Anthem HMO Select	\$868.98	\$1,737.96	\$2,239.07
	Anthem HMO Traditional	\$1,184.84	\$2,369.68	\$3,080.58
	Blue Shield Access+	\$1,127.77	\$2,255.54	\$2,932.20
	HealthNet SmartCare	\$1,000.52	\$2,001.04	\$2,601.35
	Kaiser	\$768.49	\$1,536.98	\$1,998.07
	PERS Care	\$1,133.14	\$1,166.28	\$2,946.16
	PERS Choice	\$861.18	\$1,722.36	\$2,239.07
	PERS Select	\$520.29	\$1,040.58	\$1,352.75
	UnitedHealthcare	\$899.94	\$1,799.88	\$2,339.84
	Western Health Advantage	\$731.96	\$1,463.92	\$1,903.10
Medicare Premiums	<b>2020 Plan</b>	<b>EE</b>	<b>EE+SP</b>	<b>EE+Fam</b>
	Kaiser	\$339.43	\$678.86	\$1,018.29
	PERS Choice	\$351.39	\$702.78	\$1,054.17
	PERS Select	\$351.39	\$702.78	\$1,054.17
	PERS Care	\$384.78	\$769.56	\$1,154.34
	United Healthcare	\$327.03	\$654.06	\$981.09
PEMHCA Minimum			<b>2020</b>	
			\$139.00	

### Plan Provision Changes

There have been no plan amendments since the last measurement date.

## Section V Actuarial Assumption, Methods, & Considerations

### A) Actuarial Assumptions

Discount Rate	6.85%, based on the PARS Balanced investment policy.
Net Investment Return	6.85%, based on the PARS Balanced investment policy.
Inflation	We assumed 2.26% annual inflation.
Payroll increases	2.75% annual increases.
Administrative Expenses	The administrative expense was \$1,758 for the measurement period ending June 30, 2019.

Pre-Excise Tax Health Care Trend	<b>Year</b>	<b>Increase in Premium Rates</b>	
	<b>Beginning</b>	<b>Pre-65</b>	<b>Post-65</b>
	2020	6.80%	5.00%
	2021	6.55%	5.00%
	2022	6.30%	5.00%
	2023	6.05%	5.00%
	2024	5.80%	5.00%
	2025	5.55%	5.00%
	2026	5.30%	5.00%
	2027	5.05%	5.00%
	2028 and later	5.00%	5.00%

## Section V Actuarial Assumption, Methods, & Considerations

### A) Actuarial Assumptions (continued)

Plan Distribution for Calculating Baseline Cost	<b>Plan</b>	<b>Pre-Medicare</b>	<b>Post-Medicare</b>
	Anthem HMO Select	1%	0%
	Anthem HMO Traditional	1%	0%
	Blue Shield Access	2%	0%
	Health Net SmartCare	0%	0%
	Kaiser Permanente	86%	94%
	PERS Care	0%	2%
	PERS Choice	2%	0%
	PERS Select	5%	2%
	United Healthcare HMO	1%	0%
	Western Health Advantage	<u>2%</u>	<u>2%</u>
<b>Total</b>	<b>100%</b>	<b>100%</b>	
Average Per Capita Claims Cost (Baseline Cost)	Pre-Medicare: \$8,791 per year Post-Medicare: \$3,997 per year		
Medicare Coverage	We assumed that 100% of eligible participants will participate.		
Health Plan Participation	We assumed 95% of eligible retirees will elect to participate in the District's program until they reach age 65. We assumed that upon reaching age 65 80% of eligible retirees will elect to continue coverage under a CalPERS medical plan.		
Morbidity Factors	CalPERS 2017 study		
Population for Curving	CalPERS 2017 study		
Age-Weighted Claims Costs <sup>1</sup>	<b>Age</b>	<b>Male</b>	<b>Female</b>
	50	\$9,091	\$9,457
	55	\$11,749	\$10,898
	60	\$15,208	\$12,546
	65	\$4,074	\$4,194
	70	\$3,615	\$3,644
	75	\$4,280	\$4,150
	80	\$4,702	\$4,664
	85	\$4,880	\$4,854

## Section V Actuarial Assumption, Methods, & Considerations

### A) Actuarial Assumptions (continued)

#### Mortality\*

Certificated and classified employees were treated separately; their mortality tables are described below.

The mortality rates used for classified employees are those from the 2017 CalPERS Experience Study.

**Pre-Retirement:** CalPERS 2017 Mortality pre-retirement

**Post-Retirement:** CalPERS 2017 Mortality post-retirement

Age	Sample Mortality Rates			
	Active Employees		Retired Employees	
	Male	Female	Male	Female
55	0.17%	0.12%	0.44%	0.41%
60	0.26%	0.17%	0.67%	0.48%
65	0.36%	0.23%	0.93%	0.64%
70	0.62%	0.39%	1.34%	0.93%
75	1.06%	0.62%	2.32%	1.63%
80	1.66%	0.94%	3.98%	3.01%
85	0.00%	0.00%	7.12%	5.42%
90	0.00%	0.00%	13.04%	10.09%

The mortality rates used for certificated employees are those used in the 2016 CalSTRS valuations, projected forward with the RP-2016 ultimate (2032) rates, increased by 10%.

**Pre-Retirement:** CalSTRS 2016 Mortality pre-retirement

**Post-Retirement:** CalSTRS 2016 Mortality post-retirement

Age	Sample Mortality Rates of Base Table			
	Active Employees		Retired Employees	
	Male	Female	Male	Female
55	0.16%	0.12%	0.37%	0.22%
60	0.27%	0.18%	0.49%	0.29%
65	0.46%	0.26%	0.70%	0.44%
70	0.82%	0.44%	1.12%	0.72%
75	1.45%	0.76%	2.00%	1.32%
80	2.56%	1.32%	3.67%	2.54%
85	0.00%	0.00%	7.06%	5.06%
90	0.00%	0.00%	13.57%	10.26%

#### Disability

Because of the anticipated low incidence of disability retirements we did not value disability.

#### Percent Married

We assumed that 30% of participating retirees will enroll a spouse.

\*Source: NCG has not performed an experience study to select these assumptions. NCG has not observed materially consistent gains or consistent losses associated with these assumptions

## Section V Actuarial Assumption, Methods, & Considerations

### A) Actuarial Assumptions (continued)

Retirement \*                      Certificated and classified employees were treated separately; their retirement tables are described below.

Certificated employees hired before prior to January 1, 2013 were evaluated using the Cal STRS retirement rates from the 2016 evaluation. Certificated employees hired on or after January 1, 2013 were valuated using the Cal STRS 2% @ 62 pension plan employees table.

Cal STRS 2016  
Retirement Rates  
(Male)

Age	Years of Service					
	5	10	15	20	25	30+
50	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
55	2.7%	2.7%	2.7%	2.7%	6.1%	2.7%
60	6.3%	6.3%	6.3%	6.3%	14.2%	6.3%
65	14.0%	14.0%	14.0%	14.0%	31.5%	14.0%
70	12.0%	12.0%	12.0%	12.0%	27.0%	12.0%
75	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Cal STRS 2016  
Retirement Rates  
(Female)

Age	Years of Service					
	5	10	15	20	25	30+
50	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
55	3.5%	3.5%	3.5%	3.5%	7.9%	3.5%
60	7.0%	7.0%	7.0%	7.0%	15.8%	7.0%
65	17.0%	17.0%	17.0%	17.0%	38.3%	17.0%
70	14.0%	14.0%	14.0%	14.0%	31.5%	14.0%
75	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Cal STRS 2% @ 62

Age	Male	Female
50	0.0%	0.0%
55	3.0%	4.0%
60	9.0%	9.0%
65	30.0%	30.0%
70	20.0%	20.0%
75	100.0%	100.0%

*\*Source: NCG has not performed an experience study to select these assumptions. NCG has not observed materially consistent gains or consistent losses associated with these assumptions*

## Section V Actuarial Assumption, Methods, & Considerations

### A) Actuarial Assumptions (continued)

Retirement\* (continued) Classified employees hired before prior to January 1, 2013 were evaluated using the Cal PERS school employees 2% at 55 retirement rate. Classified employees hired on or after January 1, 2013 were valued using the 2017 Cal PERS school employees 2% @ 62 table.

2017 CalPERS school employees retirement rate	Years of Service				
	Age	5	10	15	20
50	0.4%	0.7%	1.1%	1.2%	1.3%
55	2.1%	4.2%	5.8%	6.9%	7.7%
60	3.3%	6.6%	9.2%	10.9%	12.1%
65	8.0%	15.8%	22.1%	26.1%	29.1%
70	7.1%	14.0%	19.6%	23.1%	25.8%
75	6.7%	13.2%	18.4%	21.8%	24.3%

2% @ 62	Years of Service				
	Age	5	10	15	20
50	0.0%	0.0%	0.0%	0.0%	0.0%
55	1.4%	2.7%	3.8%	4.5%	5.0%
60	2.6%	5.3%	7.4%	8.7%	9.7%
65	7.2%	14.2%	19.9%	23.5%	26.2%
70	7.1%	14.0%	19.6%	23.1%	25.8%
75	6.7%	13.2%	18.4%	21.8%	24.3%



## Section V Actuarial Assumption, Methods, & Considerations

### A) Actuarial Assumptions (continued)

Withdrawal                      Certificated and classified employees were treated separately; their retirement tables are described below.

Certificated employees were evaluated using the 2016 Cal STRS withdrawal rates. Selected rates are shown below.

STRS Withdrawal Rates	Service	Male	Female
	0	16.0%	15.0%
	5	3.5%	3.0%
	10	1.8%	1.8%
	15	1.2%	1.2%
	20	0.9%	0.9%
	25	0.7%	0.7%

Classified employees were evaluated using the 2017 CalPERS school employees withdrawal rates. Selected rates are shown below.

CalPERS School employees Withdrawal Rates	Age	Years of Service				
		0	5	10	15	20
	20	21.1%	12.1%	0.0%	0.0%	0.0%
	25	21.1%	12.1%	5.3%	0.0%	0.0%
	30	18.3%	12.1%	5.3%	3.1%	0.0%
	35	15.5%	9.8%	5.3%	3.1%	2.0%
	40	13.8%	7.5%	4.4%	3.1%	2.0%
	45	12.0%	6.7%	3.5%	2.6%	2.0%
	50	12.4%	6.0%	3.0%	2.0%	1.5%

#### Assumption Changes

The average per capita claims cost was updated to reflect actual 2019 and 2020 premiums, the health care cost trend rate was updated to reflect 2018 industry survey data, the mortality, withdrawal, and retirement tables were updated to reflect the 2017 CalPERS studies. The population for curving and morbidity factors have also been updated to the 2017 CalPERS study.

There have been no other assumption changes since the last measurement date.

## Section V Actuarial Assumption, Methods, & Considerations

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### B) Actuarial Methods

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Actuarial Cost Method	<p>Entry Age Normal</p> <p>An actuarial cost method under which the Actuarial Present Value of the Projected Benefits of each individual included in the valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age(s). The portion of this Actuarial Present Value allocated to a valuation year is called the Normal Cost.</p>
Amortization Methodology	<p>We used straight-line amortization. For assumption changes and experience gains/losses, we assumed Average Future Working Lifetime, averages over all actives and retirees (retirees are assumed to have no future working years). For asset gains and losses, we assumed 5 years.</p>
Financial and Census Data	<p>The District provided the participant data, financial information and plan descriptions used in this valuation. The actuary has checked the data for reasonableness, but has not independently audited the data. The actuary has no reason to believe the data is not complete and accurate, and knows of no further information that is essential to the preparation of the actuarial valuation.</p>
Plan Fiduciary Net Position	<p>Market value of assets as of the measurement date</p>
Measurement Date	<p>June 30, 2019</p>
Valuation Date	<p>June 30, 2019</p>
Funding Policy	<p>The District contributes 1% of payroll (employer contribution) plus pay-go for PEMHCA premiums not reimbursed by the trust.</p> <p>The 1% of payroll contribution is intended to cover the funding for the \$300 minimum benefit and the District is reimbursed by the trust annually for the cost of this benefit.</p>

## Section V Actuarial Assumption, Methods, & Considerations

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### C) Actuarial Considerations

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#### Health Care Reform

Health care delivery is going through an evolution due to enactment of Health Care Reform. The Patient Protection and Affordable Care Act (PPACA), was signed March 23, 2010, with further changes enacted by the Health Care and Education Affordability Reconciliation Act (HCEARA), signed March 30, 2010. This valuation uses various assumptions that may have been modified based on considerations under PPACA. This section discusses particular legislative changes that were reflected in our assumptions. We have not identified any other specific provision of PPACA that would be expected to have a significant impact on the measured obligation. As additional guidance on the Act continues to be issued, we'll continue to monitor impacts.

#### Individual Mandate

Under PPACA, individuals (whether actively employed or otherwise) must be covered by health insurance or else pay a penalty tax to the government. While it is not anticipated that the Act will result in universal coverage, it has increased the overall portion of the population with coverage. We believe this will result in an increased demand on health care providers, resulting in higher trend for medical services for non-Medicare eligible retirees. (Medicare costs are constrained by Medicare payment mechanisms already in place, plus additional reforms added by PPACA and HCEARA.) The penalty tax was eliminated effective January 1, 2019 and this has effectively eliminated the individual mandate on a Federal level. The individual mandate still can apply at the state level (e.g. Massachusetts since 2006). California adopted the individual mandate effective January 1, 2020. The CBO estimates the impact this will have in 2019 is a decrease of enrollees of 2% of all insureds (18% of enrollees in the individual market) and expects this to grow to 5% (28%) by 2027.

#### Employer Mandate

Health Care Reform includes various provisions mandating employer coverage for active employees, with penalties for non-compliance. Those provisions do not directly apply to the postemployment coverage included in this valuation.

## Section V Actuarial Assumption, Methods, & Considerations

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### C) Actuarial Considerations (continued)

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Medicare Advantage Plans	Effective January 1, 2011, the Law provides for reductions to the amounts that would be provided to Medicare Advantage plans starting in 2011. We considered the effect of these reductions in federal payments to Medicare Advantage plans when setting our trend assumption.
Expansion of Child Coverage to Age 26	Health Care Reform mandates that coverage be offered to any child, dependent or not, through age 26, consistent with coverage for any other dependent. We assume that this change has been reflected in current premium rates. While this plan covers dependents, we do not currently assume non-spouse dependent coverage other than for firefighters. We believe the impact this assumption has on the valuation is immaterial due to the lack of retirees that have had or are expected to have non-spouse dependents for any significant amount of time during retirement.
Elimination of Annual or Lifetime Maximums	Health Care Reform provides that annual or lifetime maximums have to be eliminated for all “essential services.” We assume that current premium rates already reflect the elimination of any historic maximums.
Cadillac Tax (High Cost Plan Excise Tax)	<p>The PPACA legislation added a new High-Cost Plan Excise Tax (also known as the “Cadillac Tax”) starting in calendar year 2022. For valuation purposes, we assumed that the value of the tax will be passed back to the plan in higher premium rates.</p> <ul style="list-style-type: none"><li>• The tax is 40% of the excess of (a) the cost of coverage over (b) the limit. We modeled the cost of the tax by calculating (a) using the working rates projected with trend. We calculated (b) starting with the statutory limits (\$10,200 single and \$27,500 family), adjusted for the following:<ul style="list-style-type: none"><li>○ Limits will increase from 2018 to 2019 by 4.25% (CPI plus 1%);</li><li>○ Limits will increase after 2019 by 3.25% (CPI); and</li><li>○ For retirees over age 55 and not on Medicare, the limit is increased by an additional dollar amount of \$1,650 for single coverage and \$3,450 for family coverage.</li></ul></li></ul> <p>On December 20, 2019 the Secure Act was signed and eliminated the tax effective January 1, 2020.</p>

## Section VI Glossary

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### A) Key Terms

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Annual OPEB Expense	The amount recognized by an employer in each accounting period for contributions to a defined benefit OPEB plan on the modified accrual basis of accounting.
Deferred outflows and inflows of resources related to OPEB	Deferred outflows of resources and deferred inflows of resources related to OPEB arising from certain changes in the collective net OPEB liability or collective total OPEB liability
Covered Payroll	Annual compensation paid (or expected to be paid) to active employees covered by an OPEB plan, in aggregate.
Net OPEB Liability (NOL)	The liability of employers and non-employer contributing entities to plan members for benefits provided through a defined benefit OPEB plan that is administered through a trust that meets the criteria of the GASB Statements.
Normal Cost or Service Cost	The portion of the Total Present Value of Future Benefits attributed to employee service during the current fiscal year by the actuarial cost method. These terms are used interchangeably.
Other Postemployment Benefits (OPEB)	Retiree health care benefits and post-employment benefits provided separately from a pension plan (excluding termination offers and benefits).
Plan Fiduciary Net Position (FNP)	Set equal to the market value of assets as of the measurement date.
Present Value of Future Benefits (PVFB)	The value, as of the valuation date, of the projected benefits payable to all members for their accrued service and their expected future service, discounted to reflect the time value (present value) of money and adjusted for the probabilities of retirement, withdrawal, death and disability.
Total OPEB Liability (TOL)	The portion of the actuarial present value of projected benefit payments that is attributed to past period of member service in conformity with the GASB Statements. The total OPEB liability is the liability of employers and non-employer contributing entities to plan members for benefits provided through a defined benefit OPEB plan that is not administered through a trust that meets the criteria of the GASB Statements.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: \_\_\_\_\_

From: Ken Gaston, Director of MOT

Item Number: 9.2.2

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

**SUBJECT:**

Maintenance, Operations and Transportation update

**BACKGROUND:**

To provide an update on activities of the Maintenance, Operation and Transportation Departments.

**STATUS:**

**PRESENTER:**

Ken Gaston, Director of MOT

**COST AND FUNDING SOURCES:**

There are no costs associated with providing this update to the Board

**RECOMMENDATION:**

That the Board receives this information

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: June 23, 2020

Attachments: \_\_\_\_\_

From: Nicole Latimer, Director of Educational Services

Item Number: 9.3.1

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

**SUBJECT:**

Educational Services Update

Steve Wright our TOSA, continues to support both Elementary and Secondary teachers for Summer School Programs. He provided training on Monday June 9<sup>th</sup> and Tuesday June 9<sup>th</sup> to the Migrant Education Summer School Teachers. He will continue to provide technical support and assistance throughout the duration of ESY Summer School, Migrant Summer School and Credit Recovery Summer School.

Additionally, he has begun the process of cleaning Clever Accounts and our other District Support Program Accounts to ready them for the 2020-2021 School Year.

Trisha continues to work on SEIS and the exiting of seniors as well as completion of her end of year CALPADS reports. Book order completion and inventory is a work in progress with an estimated completion date of July 1<sup>st</sup>.



Christy continues to work on the four end of year reports for CALPADS prior to her retirement. We will miss her kindness, warmth and dedication to RDUSD students, staff and families so much.





The week of June 15-19<sup>th</sup>, RDUSD held **Reopening Schools Planning Meetings**. Those meetings consisted of groups of 10 district staff stakeholders per meeting and were broken into 6 categories related to the reopening of schools. Representatives from District Leadership, Administration, both Certificated and Classified Unions as well as Community Partners were present for the meetings. The meetings held were as follows:

- **Health & Safety:** Tuesday, June 16<sup>th</sup> from 9-11am in the DO Board Room (Facilitated By Superintendent Wright)
- **Social Emotional Learning & Mental Health:** Tuesday, June 16<sup>th</sup> from 1-3pm in the DO Board Room Facilitated by Nicole Latimer, Director of Educational Services)
- **School Schedules:** Wednesday, June 17<sup>th</sup> from 9-11am in the DO Board Room (Facilitated By Superintendent Wright)
- **Instructional Programs:** Wednesday, June 17<sup>th</sup> from 1-3pm in the DO Board Room (Facilitated by Nicole Latimer, Director of Educational Services)
- **Extracurricular Activities & Programs:** Thursday, June 18<sup>th</sup> from 9-11am in the RVHS Library (Facilitated by Nicole Latimer, Director of Educational Services)
- **Communications:** Thursday, June 18<sup>th</sup> from 1-3pm in the RVHS Library (Facilitated by Superintendent Wright)

**PRESENTER:** Nicole Latimer, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**  
Superintendent Kathy Wright

**COST AND FUNDING SOURCES:** N/A

**RECOMMENDATION:**

This item is informational in nature and does not require any action from the Board of Trustees at this time.

Time allocated: 4 minutes



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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 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 June 9, 2020.

**BACKGROUND:**

Attached are the Minutes from the Regular meeting of the Board of Trustees on June 9, 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: 2 minutes

# RIVER DELTA UNIFIED SCHOOL DISTRICT

## MINUTES

### REGULAR MEETING

June 9, 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 5:33 p.m. on June 9, 2020. As the result of the Coronavirus Pandemic (COVID-19), on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20. This order includes directives canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The health and well-being of our students, staff and community members are the top priority for the Board of Trustee of River Delta Unified School District. To facilitate this process the meeting was held remotely via Zoom Webinar. Access was available to the public to attend with audio and video.

We have modified the meeting procedures while the Shelter-in-Place for Coronavirus Pandemic (COVID-19) is active. President Fernandez gave instructions on how the public is to address the Board during public comment or on any agenda item.

2. **Roll Call of Members:**

Alicia Fernandez, President

Don Olson, Vice President (Joined Closed Session at 5:40pm)

Marilyn Riley, Clerk (Joined Closed Session at 5:37)

Jennifer Stone, Member (Absent)

Chris Elliott, Member

Rafaela Casillas, Member

Dan Mahoney, Member

Also, present: Katherine Wright, Superintendent; Elizabeth Keema-Aston, Chief Business Officer and Jennifer Gaston, Recorder.

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 @ 5:36 pm**

*Member Elliott moved to approve, Member Casillas seconded. Motion carried by roll call vote 4 (Ayes: Fernandez, Elliott, Casillas, Mahoney): 0 (Nays): 3 (Absent: Olson, Riley, Stone)*

5. **Open Session was reconvened at 6:37 pm**

5.1 Roll was retaken. Member Stone 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 Laura Usan, Principal of Delta High and Clarksburg Middle School.

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 did not take any actions.

7. **Review and Approve the Open Session Agenda**

Board President Fernandez asked for a motion to approve the Open Session Agenda.

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

8. **Public Comment:** Ms. Latimer reported that at 6:41pm there had been no public comments received.

## 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 announced that she had attended the Seniors' graduation events for Rio Vista High School. She also noted that she attended her very first rally over the past weekend. The peaceful rally and was led by one of the graduating seniors from Rio Vista High School, Lane Eggers. Member Riley mentioned that there were close to 200 people in attendance. She is very proud of Lane Eggers for leading the event. Member Riley commended all who took part in preparing the virtual events, stating that they turned out amazing.

Member Mahoney reported that he and Member Stone made their last lunch delivery run on Friday of last week. He applauded the leadership provided by Superintendent Wright and Nicole Latimer during this stressful time. They arranged schedules for lunch deliveries to students who were very much in need in the rural Delta areas. Member Mahoney was amazed that Superintendent Wright could identify each student by name in such a short period of time.

Member Olson reported that he attended the academic awards night for Rio Vista High School. He also mentioned that he had watched the virtual 8<sup>th</sup> grade promotion ceremony for Riverview Middle School. He commented that these activities were nicely done.

Member Fernandez gave an update on the Sacramento County Office of Education committee meetings that focused on providing guidelines relating to reopening schools in the Fall. She stated she and several River Delta USD staff members were on the committee. Member Fernandez reminded the audience that the requirements are ever changing based on the data received.

Member Fernandez reported that she sat on the interview panel for the Chief Business Officer along with Member Mahoney. She mentioned that the interviews were successful. They are very excited with the candidate chosen.

Member Fernandez mentioned that she attended the Sacramento County Committee on School District Organization meeting, where they passed the Change in Election Method used by River Delta Unified School District to a "By Trustee-Area" method.

Member Fernandez reported that she attended the Delta High School's graduation ceremony. She praised Principal Uslan, stating that this was the best graduation she has attended at Delta High School. It was a very touching event. Member Elliott mentioned that he and Member Fernandez handed out the diplomas, and the ceremony was beautifully done. He felt the symbolism of the diploma coming to the graduate while they were with their families as they received. He stated that it was incredible.

Member Fernandez applauded Mr. Gaston and his staff for preparing the field for the graduation ceremony. She stated that it hadn't looked that good in a very long time.

Member Fernandez attended the virtual awards assembly for Delta High School and again stated that it was put together very nicely.

- 9.1.2 Superintendent Wright's report(s) – Superintendent Wright reported that she was honored to be a part of, and attend the graduations, promotions and awards celebrations throughout the district. She felt that the administration and staff members did a fantastic job celebrating the students all while following the restrictive guidelines. Superintendent Wright stated that she was proud of the district staff who made these celebrations happen for the students and thanked them all.

Superintendent Wright stated that administration and Cabinet are relieved to have the finalized guidelines from the Sacramento County Office of Education, the Department of Public Health and California School Board Association (CSBA). These documents are critical in preparing a reopening plan.

The next steps in preparing the reopening plan is to focus conversations on the different sections of the planning document. The opportunity for comments, concerns and feedback from both bargaining units are being obtained through planning sessions. These sessions will be in-person meetings and will be limited to ten people, while practicing social distancing. The District conducted a parent survey to obtain their comments on distance learning and how it worked or didn't work for their families.

Superintendent Wright stated that it is extremely important to focus on credible data when it comes to the Coronavirus. Superintendent Wright is hopeful that a draft copy of the District's Reopening of Schools Plan will be completed in draft form to present to the Board at the June 23<sup>rd</sup> Board meeting. This task is very ambitious; however, she would like to have a something prepared for discussion.

Superintendent provided an update of the FM3 survey conducted and announced that they will be attending the June 23<sup>rd</sup> Board meeting to present the outcome of the follow-up survey given at the end of May. Superintendent Wright stated that in general the follow-up survey indicated that there is a viable chance a Bond measure would pass in School Facilities Improvement District (SFID) #1. The survey results indicated that there was a smaller chance of passing a Bond measure in SFID #2. Superintendent Wright stated that at the next Board meeting after the presentation given by FM3 on results of the follow-up surveys, there will be resolutions ordering a School Bond Election on behalf of SFID #1 and #2 as well as the other documentation need to put the measures on the November 3, 2020 ballot.

9.1.2.1 Recognition of Retirees 2019-2020 – Superintendent Wright recognized the retirees in the 2019-2020 school year. She thanked Jennifer Gaston for preparing the retiree presentation. The retirees honored were Mary Ann Ogo, Christy Ricketts, Pat Ciaramitaro, Angie Berry, Danny Alexander, Lindsay Hiromoto, Lynne Imel, Mike Imel, Laura Uslan and Elizabeth Keema-Aston. While honoring each of the retirees, she gave a brief summary of their work in the District and thank them for all that they have done for the students.

Member Fernandez noted that she calculated that this is a total of 186 years of experience in the District. She thanked them all and wished them all the best in their retirement.

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 Monthly Financial Report – Elizabeth Keema-Aston, Chief Business Officer stated that the report is as submitted. Ms. Keema-Aston made clarification on the 2019-2020 TRANS.

9.2.1.1 D.H. White Modular Classroom Construction Project Update – Elizabeth Keema-Aston, Chief Business Officer reported that the project is on schedule.

9.2.1.2 May Revise Update, Elizabeth Keema-Aston, Chief Business Officer provided the changes in the Governor's May Revise on the state's Budget.

9.2.1.3 Community Eligibility Program (CEP) Food Services Update - Elizabeth Keema-Aston, Chief Business Officer explained the alternate meal counting and collection procedure of the CEP program. Ms. Keema-Aston provided three alternative options the District can choose from. **Option 1:** Do not participate in CEP yielding negative balances of approximately \$14,806 annually. **Option 2:** Participate with Sacramento County elementary schools with reimbursement rate of 92.3% and a loss of approximately \$3,158 annually.

**Option 3:** Participate with all elementary schools with reimbursement rate of 79.9% with a loss of approximately \$9,659 annually.

The direction of the Board was to bring the options to the June 23, 2020 Board meeting. If it is determined that the deadline to submit participation notification to California Department of Education is prior to the June 23<sup>rd</sup> meeting, the resolution pass by the Board giving the authorization to the Superintendent to make the decision on behalf of the Board will be utilized.

- 9.2.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT reported that most of his staff is back to work. They focused on getting the sprinklers working properly and preparing for the graduation ceremonies.

Mr. Gaston made note that the electric bus grant has been put on hold and should resume it progress in the next few months. The application process for the CARB grant has been extended, they anticipate having funds distributed by the end of the year.

- 9.2.2.1 D.H. White Elementary School modular installation presentation – Ken Gaston, Director of MOT announced that the project is on schedule and provided a slideshow of the modular classroom installation project including the steps needed to complete the project.

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

- 9.3.1 Special Education Update – Nicole Latimer, Director of Educational Services & Special Education reported that when preparing for the Board report there were only six student enrolled in the Extended School Year (ESY) distance learning summer school program. She gave an updated confirming the enrollment has increased to 15 students, with a potential of 19 students who will participate in the ESY summer program.

- 9.3.2 Beyond the Bell (BTB) Presentation - Nicole Latimer, Director of Educational Services and Special Education demonstrated the activities of the Beyond the Bell staff during the COVID-19 pandemic school closures. Showcasing the on-site activities, such as handing out enrichment packets with art supplies when students came on campus for meal service. The staff members also made phone calls to check on the social and emotional well being of students. The BTB staff attended virtual classroom meetings and led break out rooms for extra support helping the students with their homework.

- 9.3.3 School Plan for Student Achievement - Nicole Latimer, Director of Educational Services and Special Education reported that the school sites have been working steadfast and diligently to continue to provide our students with opportunities for excellence in education and experiences that are rich rigor, technology and campus culture. In preparing their SPSAs, each Principal has provided us with three areas they are proud of as well as three areas for continued growth. After Ms. Latimer presented the Board with a summary for each school site, a Board member asked each Principal to reflect on how the distance learning impacted the students.

9.4 River Delta Unified Teacher's Association (RDUTA) Update – Mrs. Latimer read a statement on behalf of Mr. Hodges, RDUTA President. His report read as follows: President Fernandez, Superintendent Wright and members of the Board and thanked them for their time. Mr. Hodges provided the Board with results of a survey he orchestrated with members of the RDUTA bargaining unit. He hopes the District will ensue that the RDUTA will be fully informed of its plans and that RDUTA staff will be a part of the collaborative groups moving forward in preparation of the 2020-2021 school year.

9.5 California State Employee's Association (CSEA) Chapter #319 Update: No report given

10. **Consent Calendar**

- 10.1 Approve Board Minutes
  - Regular Meeting of the Board - May 12, 2020
  - Special Meeting of the Board – May 26, 2020
- 10.2 Receive and Approve Monthly Personnel Reports
  - As of June 9, 2020
- 10.3 District's Monthly Expenditure Report
  - May 2020

- 10.4 Request to approve the Independent Contract for Services Agreement with Sara M. Hall, M.A., BCBA to provide Behavior Intervention Assessments and Plans for the 2020-2021 school year at a cost not to exceed \$30,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.5 Request to approve the Independent Contract for Services Agreement with Hand-in-Hand Therapeutics for the 2020-2021 school year at a cost not to exceed \$45,000– Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.6 Request to approve the Professional Expert Consultation Agreement with Linda Mitchell For Adapted Physical Education Services for the 2020-2021 school year at a cost not to exceed \$1,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.7 Request to approve the Independent Contract for Services Agreement with Meladee McCarty to provide Program Specialist services for the 2020-2021 school year at a cost not to exceed \$5,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.8 Request to approve the Expert Agreement with Hancoch McCarty to provide Assistive Technology Services and Assessments for the 2020-2021 school year at a cost not to exceed \$10,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.9 Request to approve the Independent Contract for services Agreement with Elaine H. Talley, M.Ed., J.D. to serve as a non-bias facilitator for the 2020-2021 school year at a cost not to exceed \$3,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.10 Request the approval of Rio Vista High; Riverview Middle; D.H. White Elementary; Isleton Elementary; Walnut Grove Elementary; Bates Elementary; Clarksburg Middle and Delta High Schools' Single Plan for Student Achievement for school year 2020-2021 as presented – Site Principals
- 10.11 Request to approve the 2020-2021 General Agreement for Nonpublic, Nonsectarian School/Agency (Pristine Rehab Care) to provide speech therapy services for district students at a cost not to exceed \$240,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.12 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Lodi Campus) for the 2020-2021 school year at a cost not to exceed \$100,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.13 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional assistant) for the 2020-2021 school year at a cost not to exceed \$90,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.14 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Kadiant LLC) to provide applied behavior analysis therapy and related services for the 2020-2021 school year at a cost not to exceed \$90,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.15 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) to provide deaf and hard of hearing services for District students for the 2020-2021 school year at a cost not to exceed \$5,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.16 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Jabbergy, Inc.) to provide physical therapy services for District students for the 2020-2021 school year at a cost not to exceed \$10,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.17 Request to approve the Memorandum of Understanding (MOU) between RDUSD and the Sacramento County Office of Education (SCOE) for Special Education Services Starting July 1, 2020 – at a cost not to exceed \$4,661, Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education

10.18 Donations to Receive and Acknowledge:

**River Delta Unified School District**

Connie Abendschein and Connie's Angels for cloth masks

Member Mahoney requested to pull item 10.3 for discussion.

*Member Mahoney made a motion to pull agenda item 10.3 and approve the remainder consent calendar items, Member Olson seconded. Motion carried by roll call vote 6 (Ayes: Fernandez, Olson, Riley, Elliott, Casillas, Mahoney): 0 (Nays): 1 (Absent: Stone)*

Member Mahoney requested clarification on the expenditures made for California Water and the City of Rio Vista on the Monthly Expenditure Report.

*Member Mahoney moved to approve consent item 10.3, President Fernandez seconded. Motion carried by roll call vote 6 (Ayes: Fernandez, Olson, Riley, Elliott, Casillas, Mahoney): 0 (Nays): 1 (Absent: Stone)*

Member Fernandez recognized the donation and thanked them for keeping us safe during this pandemic.

Superintendent Wright thanked Christy Ricketts for her efforts in connecting the District with Connie Abendschein who donated masks for our CSEA members returning to work.

Superintendent Wright read a note from Connie acknowledging all of the people who helped by either donating supplies or sewing the over 1300 masks in four weeks for the Delta community members. Superintendent Wright also expressed her appreciation to Connie and her Angels for providing masks for our staff members.

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 or Exhibits due to new legislation or mandated language and citations revisions as of March 2020 – Katherine Wright, Superintendent

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

12. Request to approve the "Declaration of Need for Fully Qualified Educators" for the 2020-2021 school year – Katherine Wright, Superintendent

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

13. Request approval of election process and Resolution #789 Specifications of Election Order, Publication of Notice of Election form, Notice of Election and Certification of maps and boundaries for the November 3, 2020 Elections of District Board Members for the 2020-2024 term of office – Katherine Wright, Superintendent

*Member Mahoney moved to approve, Member Olson seconded. Motion carried by roll call vote 5 (Ayes: Fernandez, Olson, Elliott, Casillas, Mahoney): 0 (Nays): 2 (Absent: Riley – lost connection, Stone)*

14. Request to approve the elimination and reduction of an Instructional Assistant III position – Nicole Latimer, Director of Education Services & Special Education

*President Fernandez moved to approve, Member Olson seconded. Motion carried by roll call vote 5 (Ayes: Fernandez, Olson, Elliott, Casillas, Mahoney): 0 (Nays): 2 (Absent: Riley – lost connection, Stone)*

15. Re-Adjourn to continue Closed Session, if needed – Board President reported that re-adjourning to Closed Session was not necessary.
16. 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.
17. Adjournment: There being no further business before the Board, Board President Fernandez asked for a motion to adjourn.

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

The meeting was adjourned at 8:54 pm

Submitted:

Approved:

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Katherine Wright, Superintendent and  
Secretary to the Board of Trustees

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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

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 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: June 23, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.3

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

**SUBJECT:**

Request to approve the Independent Contract for Services Agreement with Rio Vista CARE for the 2020-2021 school year at a cost not to exceed \$10,000.

**BACKGROUND:**

Rio Vista CARE offers licensed clinicians to provide therapy at all of the River Delta USD schools.

**STATUS:**

This is a renewal agreement. The 2019-2020 contract was \$10,000. The 2020-2021 contract is not to exceed \$10,000.

**PRESENTER:**

Nicole Latimer, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Not to exceed \$10,000 paid by Special Education Mental Health and LCFF funds

**RECOMMENDATION:**

That the Board approve the Independent Contract for Services Agreement with Rio Vista CARE for the 2020-2021 school year at a cost not to exceed \$10,000

Time allocated: 2 minutes



# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

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

www.riverdelta.k12.ca.us

## INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Rio Vista CARE, hereinafter referred to as "CONSULTANT."

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

- TERM:** The term of this agreement is from July 1, 2020 through June 30, 2021. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with 60 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

- CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks obligations and services detailed as follows: To provide licensed counseling services for district students.

- PAYMENT FOR SERVICES:** CONSULTANT shall receive compensation at the rate of:  
 \$ \_\_\_ per \_\_\_ day \_\_\_ week \_\_\_ month \_\_\_ year or per \_\_\_ hour \_\_\_  
 OR  
 for a total cost not to exceed \$ 10,000.

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

- RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.
- STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.
- HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.

### Independent Contractor Agreement

Page 2

- COMPLIANCE WITH LAWS:** CONSULTANT shall comply with all applicable federal, state and local laws, rules,

*Creating Excellence To Ensure That All Students Learn*

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

regulations and ordinances involving its employees, including workers' compensation and tax laws.

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

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

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

**CONTRACTOR/CONSULTANT:**

**RIVER DELTA UNIFIED SCHOOL DISTRICT:**

Rio Vista CARE

Printed/Typed Name \_\_\_\_\_ Date \_\_\_\_\_

Requested By \_\_\_\_\_ Date \_\_\_\_\_

Social Security Number/Federal Tax ID Number \_\_\_\_\_

Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Budget Code (Name & Coding) \_\_\_\_\_

Contact Phone and Email \_\_\_\_\_

Board of Trustees Action \_\_\_\_\_ Date \_\_\_\_\_

Signature (Contractor/Consultant Authorized Representative)

**Consultant must answer the two questions below:**

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

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

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 10.4

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

**SUBJECT:**

Request to Pre-Approve the 2020-21 ASB, Booster Club, PTC and PTA Fundraisers

**BACKGROUND:**

Every year River Delta's School sites encourage the various student ASB clubs and parent organizations to raise funds to further and enhance the educational experience. Starting in Fiscal Year 2015-16 all ASB fundraisers were required to be preapproved through the district office and presented to the Board for final approval prior to the event.

In order to streamline the process and still comply with set procedures, the sites are submitting a list of fundraisers that they intend to hold throughout the coming fiscal year

**STATUS:**

Generally these fundraisers are held annually. The fundraisers have received a cursory review with pre-approval from the district office and is seeking approval from the Board.

As each fundraising event approaches, the sites will continue to submit an individual request form with all required signatures for final district office approval prior to the event, as required for ASB clubs. Parent organizations do not have the same requirements as ASB and this approval is currently all the district is requiring.

Due to COVID-19 restrictions set by the Sacramento County Public Health Department (SCPHD) all events will follow the guidelines and protocols by the SCPHD.

**PRESENTER:**

Elizabeth Keema-Aston, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

Not Applicable

**RECOMMENDATION:**

That the Board approves the 2020-21 Fundraiser lists as presented

Time allocated: 3 minutes

**River Delta Unified School District  
Fund Raiser Pre-Approval list  
ASB**

School site: **Isleton**  
Fiscal Year: **2020-21**

Sample

1  
2  
3

<b>ASB Club</b>	<b>Activity</b>	<b>Net Profit</b>
<i>Band</i>	<i>Car Wash</i>	<i>\$200</i>
ASB	Candy Bar Sales	\$2,000.00
ASB	Sweatshirt/T-shirt Sales	1,000
ASB	Donation Letters	\$1,500

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

**River Delta Unified School District  
Fund Raiser Pre-Approval list  
PTA**

School site: **Isleton**  
Fiscal Year: **2020-21**

Sample  
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ASB Club	Activity	Net Profit
<i>Band</i>	<i>Car Wash</i>	<i>\$200</i>
PTA	Denim and Diamonds	\$18,000-20,000
PTA	Sees Candy Sales	\$2,000
PTA	Movie Night	\$100
PTA	Breakfast with the Bunny	\$200
PTA	Harvest Festival	\$100

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

Highlighted items require special licensing with District Office approval prior to the event.





**River Delta Unified School District  
Fund Raiser Pre-Approval list  
ASB**

School site: *Clarksburg Middle School*  
Fiscal Year: *2020-21*

	<b>ASB Club</b>	<b>Activity</b>	<b>Net Profit</b>
<i>Sample</i>	<i>Band</i>	<i>Car Wash</i>	<i>\$200</i>
1	Various clubs	Work at Clarksburg Country Run for donation to club(s)	\$1,000.00
2	CMS ASB	See's Candy fundraiser	\$500
3	Class of 2025 (8th grade)	Holiday grams	\$200
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All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

**River Delta Unified School District  
Fund Raiser Pre-Approval list  
ASB - Athletics**

School site: *Delta High School*  
Fiscal Year: *2020-21*

Sample

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ASB Club	Activity	Net Profit
<i>Band</i>	<i>Car Wash</i>	<i>\$200</i>
Athletic Teams	"____-a-Thon" events	\$500-1000 per team
Cheer	Jamba Juice BoGo cards	\$1,000
All teams	Snack bars at Athletic events	\$500 per team
Club Latino	Churro sales at home football games	\$750
Class of 2021	Football snack bar at home games (if season takes place)	\$2,000
Various clubs	Work at Clarksburg Country Run for donation to club(s)	\$3,000
ASB	World's Finest Chocolate or Sees Candy sales	\$500
ASB	Sale of spirit buttons/spirit items	\$250
FFA	Sale of Chapter FFA gear	\$200
FFA	Leadership packages	\$0
FFA	Lampost Pizza fundraiser	\$800
Delta Blooms/FFA	Floral design night	\$800
FFA	Poinsettia plant sales	\$4,000
FFA	Sees Candy sales	\$800
FFA	Annual meal plans	\$0
Delta Blooms	Holiday wreath sales	\$500
Delta Blooms	Annual Floral memberships	\$3,500





**River Delta Unified School District  
Fund Raiser Pre-Approval list  
PTC**

School site: *D.H. WHITE*  
Fiscal Year: *2020-2021*

Sample

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ASB Club	Activity	Net Profit
<i>Band</i>	<i>Car Wash</i>	<i>\$200</i>
PTC	MIXED BAGS	\$3,500.00
PTC	BOX TOPS	500
PTC	BUTTER BRAID/COOKIE DOUGH	2200
PTC	SEE'S CANDY FUNDRASIER	1800
PTC	BOOK FAIR (2X A YEAR)	1000
PTC	GINGERBREAD HOUSES	250
PTC	YEARBOOK	100
PTC	GEL PENS	500
PTC	ELAC DINNER	250
PTC	SCHOOL STORE FUNDRAISER	500
PTC	JUMP ROPE FOR HEART	500
PTC	PARENT/CHILD DANCE	250
PTC	COLOR RUN	500
PTC	SCHOOL SPIRIT WEAR SALES	500
PTC	BINGO NIGHT	500
PTC	PARENT GALA	250
PTC	TRUNK OR TREAT	250
PTC	PURSE RAFFLE	100
PTC	SPORTS GAME TICKET RAFFLE	100
PTC	LOCKEFORD SAUSAGE DINNER	100
PTC	PIE COMPANY FUNDRAISER	100
PTC	HALLOWEEN GRAMS	100
PTC	REINDEER GRAMS	100
PTC	PETUNIA SALES	100
PTC	HOT CHOCOLATE/BAKE SALE-CHRISTMAS TREE LIGHTING	100
PTC	SPAGHETTI FEED	200

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

Highlighted items require special licensing with District Office approval prior to the event.



**River Delta Unified School District  
Fund Raiser Pre-Approval list  
ASB**

School site: *Riverview*  
Fiscal Year: *2020-21*

Sample

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ASB Club	Activity	Net Profit
<i>Band</i>	<i>Car Wash</i>	<i>\$200</i>
	School Dances - Snack Bar and Tickets Sales	\$200.00
	Game Night	\$50
	Breakout Night	\$25
	Halloween Carnival	\$50
	Open House - Snack Bar	\$25
	Recycling	\$300
	Clothing Sales	\$200
	Photo Booth	\$50
	Laser Tag	\$200
	PE Uniforms	\$800
	Sports Snack Bar	\$25
	Water Bottle Sales - Events and Promotions	\$100
	Sports Uniforms	\$100

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

**River Delta Unified School District  
Fund Raiser Pre-Approval list  
PTC**

School site: *Riverview*  
Fiscal Year: *2020-21*

	PTC	Activity	Net Profit
Sample	<i>Band</i>	<i>Car Wash</i>	<i>\$200</i>
1	PTC	Coin Combat	\$500.00
2	PTC	Uncle Jerry's Ts/Nature's Vision	\$800
3	PTC	Stockton Heat	\$400
4	PTC	Cookie Dough	\$3,000
5	PTC	Mixed Bags	\$300
6	PTC	Spirit Wear	\$500
7	PTC	King's Tickets Raffle	\$2,000
8	PTC	Sees Candy	\$500
9	PTC	Petunia Sales	\$400
10	PTC	SF Giants Tickets Sales	\$2,000
11	PTC	Yearbook Sales	\$600
12	PTC	The Pie Company	\$1,000
13	PTC	Sunny Valley Sales - Bacon and Ham	\$500

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

Highlighted items require special licensing with District Office approval prior to the event.



**Rio Vista Unified School District  
Fund Raiser Pre-Approval list**

School site: *Rio Vista High School ASB*  
Fiscal Year: *2020-21*

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ASB Club	Activity	Net Profit
FFA	Flower arrangements	\$ 100.00
FFA	Drive Thru BBQ	\$ 500.00
FFA	Poinsettia Sale	\$ 500.00
Boys Basketball	Concession Stand	\$ 1,000.00
Girls Basketball	Concession Stand	\$ 1,000.00
Cheerleaders	Spiritwear	\$ 1,500.00
FB	Snackbar	\$ 750.00
Class of 21	Snack bar	\$ 750.00
Class of 22	Snack bar	\$ 750.00
Class of 23	Snack bar	\$ 750.00
Class of 24	Snack bar	\$ 750.00
VB	Snackbars	\$ 2,000.00
VB	Spiritwear	\$ 1,000.00
VB	Kids Camp	\$ 1,000.00
Dance Club	Zumba	\$ 500.00
Dance Club	Kids Camp	\$ 500.00
AFGT	Sees Candy Sale	\$ 1,000.00
AFS	Christmas Card Walk	\$ 1,000.00
PAC	Intermissions Concession	\$ 300.00
Drama	Ad for Radio Sales	\$ 300.00
Drama	Improv Night	\$ 500.00
Drama	Affair of the Arts	\$ 500.00
Fine Arts	Art Exhibition	\$ 500.00
Creative Arts	Christmas Ornaments	\$ 300.00
ASB	Spookagrams	\$ 100.00
ASB	Candygrams	\$ 100.00
ASB	Coin Drive	\$ 250.00
ASB	Tailgate BBQ	\$ 500.00
ASB	Homecoming Dance	\$ 500.00
ASB	Winter Ball	\$ 500.00
Class of 21	Coffee Shack	\$ 2,000.00
Class of 21	Prom	\$ 500.00
Class of 21	Spiritwear	\$ 500.00
Class of 21	Pancake Breakfast	\$ 500.00
Class of 21	Car Wash	\$ 300.00

36	GSA	Penny challenge	\$ 100.00
37	GSA	Cake decorating contest	\$ 100.00
38	GSA	Jelly Bean Count	\$ 50.00
39	GSA	Walk-a-athon	\$ 250.00
40	GSA	Recipe Book Sale	\$ 250.00
41	Health Careers	Cookie Dough	\$ 500.00
42	Health Careers	Wrapping paper sale	\$ 300.00
43	AFS	Charity Jail	\$ 300.00
44	Art	Facepainting	\$ 300.00
45	Art	Silent Auction	\$ 3,000.00
46	Graphic Arts Club	Postcards	\$ 500.00
47	Dance Club	Candy Sales	\$ 1,000.00
48	Dance Club	Dances	\$ 1,000.00
49	Athletic Teams	Spiritwear	\$ 5,000.00
50	Incentive Account	Spiritwear	\$ 2,500.00
51	Girls' VB	Concessions	\$ 1,500.00
52	FB	VIP Seats	\$ 2,500.00
54	FB	Apoirit Wear	\$ 1,000.00
55	ASB	Spirtiwear	\$ 3,000.00
56	SB	Spiritwear	\$ 1,000.00
57	SB	Sausage Dinner	\$ 500.00
58	Soccer	kids camps	\$ 500.00
59	Basketball	Spiritwear	\$ 1,000.00
60	Basketball	Alumni Tourney	\$ 1,000.00
61	Baseball	Alumni Tourney	\$ 1,500.00
62	Baseball	Spiritwear	\$ 1,000.00
63	ArRK	Ghost pops	\$ 250.00
64	ARK	Reindeer Grams	\$ 250.00
65	ARK	Valentine Candy Grams	\$ 250.00
66	FB	Sponsor Ad Broadcast	\$ 500.00
67	Radio Club	Radio Telethon	\$ 500.00
68	VB	Servathon	\$ 300.00
69	Swim Team	Swimathon	\$ 2,500.00
70	VB	Devon Davis Scholarship	\$ 1,000.00
71	VB	Breast Cancer Awareness	\$ 200.00
72	BB	Free throwathon	\$ 500.00
73	Robotics Club	CRV Recycling	\$ 1,000.00
74	Robotics Club	Video Game Toourney	\$ 500.00
75	CC	Summer rus	\$ 500.00
76	CC	Turkey Trot	\$ 1,500.00
77	General Athletic	sports posters	\$ 6,000.00

78	AFS	Sees Candy Sale	\$ 1,000.00
79	SB	Lockford Sausage	\$ 1,000.00
80	FB	email campaign	\$ 1,000.00
81	FB	VIP Seating	\$ 500.00
82	Swim Team	Sponsor A Parka	\$ 1,000.00
83	FFA	Flower Night	\$ 500.00
84	Cheer	Brunch	\$ 500.00
85	VB	Deven Davis Scholarship Game	\$ 500.00
86	VB	Servathon	\$ 500.00
87	FB	VIP Seating	\$ 2,000.00

All individual fund raisers must adhere to the procedures previously setforth and be submitted to the district office at least two (2)weeks prior to requested date, with all approval signatures in tact.

Highlighted items may require special licensing with District Office approval prior to the event.

**Rio Vista Unified School District  
Booster Club  
Fund Raiser Pre-Approval list**

School site: *Rio Vista High School*  
Fiscal Year: *2020-21*

SAMPLE

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12

Booster Club	Activity	Net Profit
	<i>Fireworks booth</i>	<i>\$10,000</i>
	Dinner Dance	10,000
	Snackbars at Booster Events	2500
	Baseball Alumni Tourney	500
	River Cats Game	2500
	Calendar Sales	1000
	Hog August Bites	5000
	Stockton Heat	1000
	Poker Night	2000
	Basketball Alumni Toureny	2000
	Adopt a Locker	10000
	Sports Camps	3000
	Friday Night Soccer	1000

All individual fund raisers must adhere to the procedures previously setforth and be submitted to the district office at least two (2)weeks prior to requested date, with all approval signatures in tact.

Highlighted items require special licensing with District Office approval prior to the event.



**River Delta Unified School District  
Fund Raiser Pre-Approval list  
2020-21**

School site: *Walnut Grove Elementary School*  
Fiscal Year: *2020-21*

	<b>ASB Club/ PTC, PTA, Boosters</b>	<b>Activity</b>	<b>Net Profit</b>
1	PTA	Mother/Son Father/Daughter Family Dance	\$500
2	PTA	Read-a-Thon	\$500
3	PTA	Walk-a-Thon	\$1,000
4	PTA	Jerry's Tees or other catalog sale	\$1,200
5	PTA	See's Candy	\$1,000
6	PTA	Harvest Festival Entry/' Food Sales/Haunted House	\$1,000
7	PTA	Bunco Night/Silent Auction	\$1,000
8	PTA	BBQ and Blues Dinner	\$4,000
9	PTA	Pear Fair Pie Sale	\$10,000
10	PTA	Cinco de Mayo Dinner	\$1,000
11	PTA	Kiss the Pig Coin Drive	\$500
12	PTA	Spirit Wear Sale	\$0
13	PTA	Raffle Michael Kors Purse or similar item for Sly Park	\$1,200
14	PTA	Holiday Pear Pie Sale	\$1,500
15	PTA	Lotteria/Bingo Night	\$1,000
16	PTA	Panda Express, Chipotle, Chick-fil-A, or other places	\$100-\$300/event
17	PTA	Free Movie Night with dinner/snacks (with movie license)	\$300-\$500/event
18	PTA	Volleyball Tournament	\$1,500
19	PTA	Candy Bar Sales	\$1,600
21	PTA	Donation Letters	\$3,000
22	PTA	Yearbook	\$0
23	PTA	Box Tops	\$200
25	PTA	Paint Night	\$750
26	PTA	Holiday Grams	\$100/event
27	PTA	Drive Through BBQ	\$500
28	PTA	Student Store	\$300
29	PTA	Taco Night Fundraiser	\$1,000
41			

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

Highlighted items may require special licensing with District Office approval prior to the event.

## River Delta Unified School District

### Booster Club Fundraisers

#### Regulations pertaining to Gaming for Booster Clubs

(ASB is prohibited from holding gaming nights)

Current through Oct. 1, 2016

Bona fide charities in existence for at least three years may now hold poker tournaments under a new law that became effective January 1, 2007. This new law, California Business & Professions Code Section 19985 through 19987, allows charities to conduct "controlled games" nights once a year. "Controlled game" is defined in California Penal Code Section 337j(e), and means "any poker or Pai Gow game, and any other game played with cards or tiles, or both, and approved by the Division of Gambling Control, and any game of chance, including any gambling device, played for currency, check, credit, or any other thing of value that is not prohibited and made unlawful by statute or local ordinance."

The California Department of Justice, Division of Gambling Control website is [here](https://oag.ca.gov/gambling). (https://oag.ca.gov/gambling ) Also, a primer on charitable gaming in California published by the Division is [here](https://oag.ca.gov/gambling/charitable). (https://oag.ca.gov/gambling/charitable)

The text of the new law is as follows:

**SECTION 1. Article 17 (commencing with Section 19985) is added to Chapter 5 of Division 8 of the Business and Professions Code, to read:**

**Article 17. Nonprofit Organization Fundraisers**

**19985.** The Legislature finds and declares the following:

(a) Nonprofit organizations provide important and necessary services to the people of the State of California with respect to educational and social services and there is a need to provide methods of fundraising to nonprofit organizations so as to enable them to meet their stated purposes.

(b) The playing of controlled games for the purpose of raising funds by nonprofit organizations is in the public interest.

(c) Uniform regulation for the conduct of controlled games is in the best interests of nonprofit organizations and the people of this state.

**19986.**

(a) Notwithstanding any other provision of state law a nonprofit organization may conduct a fundraiser using controlled games as a funding mechanism to further the purposes and mission of the nonprofit organization.

(b) A nonprofit organization holding a fundraiser pursuant to subdivision (a) shall not conduct more than one fundraiser per calendar year, and each fundraiser shall not exceed five consecutive hours. Each fundraiser shall be preapproved by the Division of Gambling Control. Eligible nonprofit organizations that have multiple chapters may hold one fundraiser per chapter per calendar year.

(c) No cash prizes or wagers may be awarded to participants, however, the winner of each controlled game may be entitled to a prize from those donated to the fundraiser. An individual prize awarded to each winner shall not exceed a cash value of five hundred dollars (\$500). For each event, the total cash value of prizes awarded shall not exceed five thousand dollars (\$5,000).

(d) At least 90 percent of the gross revenue from the fundraiser shall go directly to a nonprofit organization. Compensation shall not be paid from revenues required to go directly to the nonprofit organization for the benefit of which the fundraiser is conducted, and no more than 10 percent of the gross receipts of a fundraiser may be paid as compensation to the entity or persons conducting the fundraiser for the nonprofit organization. If an eligible nonprofit organization does not own a facility in which to conduct a fundraiser and is required to pay the entity or person conducting the fundraiser a rental fee for the facility, the fair market rental value of the facility shall not be included when determining the compensation payable to the entity or person for purposes of this section. This section does not preclude an eligible organization from using funds from sources other than the gross revenue of the fundraiser to pay for the administration or other costs of conducting the fundraiser.

(e) An eligible nonprofit organization shall not conduct a fundraiser authorized by this section, unless it has been in existence and operation for at least three years and registers annually with the Division of Gambling Control. The division shall furnish a registration form on its Internet Web site or, upon request, to eligible nonprofit organizations. The division shall, by regulation, collect only the information necessary pursuant to this section on this form. This information shall include, but is not limited to, the following:

- (1) The name and address of the eligible organization.
- (2) The federal tax identification number, the corporate number issued by the Secretary of State, the organization number issued by the Franchise Tax Board, or the California charitable trust identification number of the eligible organization.
- (3) The name and title of a responsible fiduciary of the organization.

(f) The division shall adopt regulations necessary to effectuate this section, including emergency regulations, pursuant to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

(g) The nonprofit organization shall maintain records for each fundraiser using controlled games, which shall include:

- (1) An itemized list of gross receipts for the fundraiser.
- (2) An itemized list of recipients of the net profit of the fundraiser, including the name, address, and purpose for which fundraiser proceeds are to be used.
- (3) The number of persons who participated in the fundraiser.
- (4) An itemized list of the direct cost incurred for each fundraiser.
- (5) A list of all prizes awarded during each fundraiser.
- (6) The date, hours, and location for each fundraiser held.

(h) As used in this article, "**nonprofit organization**" means an organization that has been qualified to conduct business in California for at least three years prior to conducting controlled games and is exempt from taxation pursuant to Section 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, 23701k, 23701l, or 23701w of the Revenue and Taxation Code.

(i) The division may take legal action against a registrant if it determines that the registrant has violated this section or any regulation adopted pursuant to this section, or that the registrant has engaged in any conduct that is not in the best interest of the public's health, safety, or general welfare. Any action taken pursuant to this subdivision does not prohibit the commencement of an administrative or criminal action by the Attorney General, a district attorney, or county counsel.

(j) The division may require an eligible organization to pay an annual registration fee of up to one hundred dollars (\$100) per year to cover the actual costs of the division to administer and enforce this section. The annual registration fees shall be deposited by the division into the Gambling Control Fund.

(k) No fundraiser permitted under this section may be conducted by means of, or otherwise utilize, any gaming machine, apparatus, or device that meets the definition of a slot machine contained in Section

330b or  
330.1 of the Penal Code.

(l) No more than four fundraisers at the same location, even if sponsored by different nonprofit organizations, shall be permitted in any calendar year, except in rural areas where preapproved by the Division of Gambling Control. For purposes of this section, "**rural**" shall mean any county with an urban influence code, as established by the latest publication of the Economic Research Service of the United States Department of Agriculture, of "3" or more.

(m) The authority to conduct a fundraiser, as well as the type of controlled games, may be governed by local ordinance.

(n) No person shall be permitted to participate in the fundraiser unless that person is at least 21 years of age.

(o) No fundraiser permitted under this section may be operated or conducted over the Internet.

**19987.**

(a) The department, by regulation or order, may require any person or entity set forth in subdivision (b), to register with the department.

(b) "**Person or entity**" means one who, directly or indirectly, manufactures, distributes, supplies, vends, leases, or otherwise provides, supplies, devices, or other equipment designed for use in the playing of controlled games by any nonprofit organization registered to conduct controlled games.

7/11/18 Crowe LLP  
E.Keema-Aston





## RAFFLE REGISTRATION CHECKLIST

California law allows eligible tax-exempt nonprofit organizations to conduct fundraising raffles. Organizations must obtain a raffle permit number from the Attorney General's Registry of Charitable Trusts before holding the event. Use this checklist to guide you through the process.

- **Determine if organization is eligible to hold a charitable raffle.**

An "eligible" organization is defined by Penal Code section 320.5(c) as "a private, nonprofit organization that has been qualified to conduct business in California for at least one year prior to conducting a raffle and is exempt from taxation pursuant to Sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, 23701k, 23701l, 23701t, or 23701w of the California Revenue and Taxation Code." Please note that eligibility to conduct a raffle is based on an organization's tax-exempt status under California law.

- **Prepare the Application for Registration (CT-NRP-1) by completing all fields. Incomplete applications will not be processed.**
- **Submit (1) Application, (2) Franchise Tax Board "entity status letter" and (3) \$20 registration fee payable to Department of Justice.**

Mail to: Department of Justice, Office of the Attorney General  
Registry of Charitable Trusts  
P.O. Box 903447  
Sacramento, CA 94203-4470

- **PLEASE NOTE:** Due to Registry backlogs, applications should be submitted at least 60 days prior to scheduling the first raffle.
- **Obtain confirmation of registration. Upon approval, the Registry of Charitable Trusts will send a letter confirming registration that includes a raffle permit number and expiration date.**
- **Prepare and submit a Nonprofit Raffle Report (Form CT-NRP-2) after all raffle events for the registration year have taken place (September 1 – August 31). PLEASE NOTE: Due to amendments to the Nonprofit Raffle regulations, all raffles held in the registration year must be reported on a single Form CT-NRP-2. The report must be filed no later than October 1st of the following registration year.**

The Nonprofit Raffle Program is governed by Penal Code section 320.5 and Title 11, section 410 et seq. of California Code of Regulations. Forms, Regulations and Frequently Asked Questions on charitable raffles are available for review and download on the Attorney General's website: <http://oag.ca.gov/charities>.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: \_\_\_\_\_

From: Nicholas Casey, Principal

Item Number: 10.5

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

**SUBJECT:**

Request to approve the purchase and installation of new playground equipment at D.H. White Elementary School by the PTC.

**BACKGROUND:**

The PTC has fundraised money for multiple years to be able to purchase new playground equipment for D.H. White Elementary School.

**STATUS:**

If approved, the parent group now have enough money to purchase and install the new equipment. The RDUSD maintenance department will remove the existing equipment that is no longer usable then the equipment will ideally be installed in time for the start of the 2020-2021 school year.

**PRESENTER:**

Nicholas Casey, Principal

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff, PTC

**COST AND FUNDING SOURCES:**

\$0 cost to the district.

**RECOMMENDATION:**

That the Board approves the purchase and installation of new playground equipment at D.H. White Elementary.

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: June 23, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.6

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

**SUBJECT:**

Request to approve the purchase of ABC Mouse Early Learning Academy for the 2020-2021 school year at a cost to exceed \$4,375.

**BACKGROUND:**

ABC Mouse Early Learning Academy is a digital education program for children in grades Pre-K through 2nd grade. ABC Mouse offers more than 5,000 individual learning activities and more than 450 lesson plans. The program includes all of the important academic basics that young children need to know to be successful in transitional kindergarten and kindergarten classes.

**STATUS:**

This is a renewal contract. ABC Mouse Early Learning Academy will provide 175 individual student licenses with full at-home access for our Pre-K, TK, and Kindergarten students.

**PRESENTER:** Nicole Latimer, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** Not to exceed \$4,375 from Educational Services Funds.

**RECOMMENDATION:**

That the Board approves the purchase of ABC Mouse Early Learning Academy for the 2020-2021 school year at a cost to exceed \$4,375.

Time allocated: 2 minutes

**CONFIDENTIAL**
**QUOTE  
No. 10169**
**Summary Information:**

 Quote Date: 12 Jun 2020  
 Quote Expiration Date: 12 July 2020  
 Term: 1 year

**Prepared for:**

 Mrs. Kathy Wright, Associate Superintendent  
 River Delta Unified School District  
 224 Montezuma Street  
 Rio Vista, CA 94571

[Kwright@riverdelta.k12.ca.us](mailto:Kwright@riverdelta.k12.ca.us)  
 (707) 374-1729

**Prepared by:**

 Tyler Bosserman  
 Age of Learning for Schools, Inc.  
 101 N Brand, Glendale CA 91203  
[Tyler.Bosserman@AofL.com](mailto:Tyler.Bosserman@AofL.com)  
 Direct (818) 269-4232 Fax (818) 847-7886

Age of Learning for Schools, Inc. is pleased to provide our Quote for Per Student License for the use of ABCmouse *Early Learning Academy*, which includes both software and online training resources for **River Delta Unified School District**.

The annual subscription pricing is based on number of students as follows:

Licenses	Price Per License	Quantity	Subtotal
ABCMouse School with Full Home Access	\$25	175	\$4,375
Total for Purchase Order:			\$4,375

The following is included with your subscription:

1. Per Student renewable license for one year of access to the ABCmouse® for Schools Solution for use in your schools; with *full* home access for licensed students.

This Quote and the Services provided are subject to the Age of Learning for Schools, Inc. Terms and Conditions ("Terms") current as of the date of Client's signature below.

Please visit [https://www.abcmouseforschools.com/pdf/ABCMouseForSchools\\_TandC.pdf](https://www.abcmouseforschools.com/pdf/ABCMouseForSchools_TandC.pdf) to view the Terms in their entirety.

By signing this Quote, you represent that you have read, understand and agree to the Terms and are authorized on behalf of **River Delta Unified School District** to execute this agreement.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (please print):** \_\_\_\_\_ **Title:** \_\_\_\_\_



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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.7

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

**SUBJECT:**

Request to approve the AVID membership dues districtwide for the 2020-2021 school year at a cost not to exceed \$22,716.

**BACKGROUND:**

In order to offer AVID on our campuses, we must pay an annual membership, attend the AVID Summer Institute and meet all the essential standards set forth by the AVID organization.

**STATUS:**

This is a renewal contract. River Delta Unified School District would like to continue offering AVID on our campuses.

**PRESENTER:**

Nicole Latimer, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Not to exceed \$22,716 from Educational Services funding

**RECOMMENDATION:**

That the Board approve the AVID membership dues districtwide for the 2020-2021 school year at a cost not to exceed \$22,716.

Time allocated: 2 minutes

# AVID Center



## Products and Services Quote/Order

Quote/Order #: Q-79760  
 Client: River Delta Unified School District  
 Address: 445 Montezuma St  
 Rio Vista, CA 94571

AVID Center Representative: Joni Guerrero  
 Phone: (303) 436-2202  
 Email: jguerrero@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 2	\$6,000.00	\$2,000.00	\$4,000.00
District Products SUBTOTAL:				<b>\$4,000.00</b>

Clarksburg Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
Clarksburg Middle School SUBTOTAL:				<b>\$4,679.00</b>

Delta High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
Delta High School SUBTOTAL:				<b>\$4,679.00</b>

Rio Vista High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
Rio Vista High School SUBTOTAL:				<b>\$4,679.00</b>

Riverview Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
Riverview Middle School SUBTOTAL:				<b>\$4,679.00</b>

<b>TOTAL:</b>	<b>\$22,716.00</b>
	<i>plus all applicable taxes</i>

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

**Additional Comments:**

N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,  
a California Non-Profit Corporation  
501(c)(3)

River Delta Unified School District

Signature: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Email  
Address tsalomon@rdusd.org

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

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

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

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

AVID Center  
9797 Aero Drive, Suite 100  
San Diego, CA 92123  
Employer ID # 33-0522594



**Exhibit "A"****AVID Center General Terms and Conditions**

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

**Article I. Definitions.** Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <https://www.avid.org/Page/3290>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

**Article II. Term.**

2.1. **Term.** The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

**Article III. Licenses.****3.1. AVID Products and Services.**

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

**3.2 Restrictions.** Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

### 3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]® or [AVID Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

### Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

### 4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

Center in seeking a protective order or contesting such required disclosure.

**Article V. Compensation.**

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

**Article VI. Representations and Warranties; Warranty Disclaimer.**

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

**Article VII. Limitation of Liability.**

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND

CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**Article VIII. Termination.**

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

**Article IX. General Provisions**

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under California law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of San Diego, California shall have the exclusive

jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by JAMS, Inc. ("JAMS") in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

9.5. Attorneys' Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

9.6. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.12. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.13. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments:  X

From: Nicole Latimer, Director of Educational Services

Item Number:  10.8

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

**SUBJECT:**

Request to approve 61 Odysseyware Software licenses for the 2020-2021 school year at a cost not to exceed \$44,200.

**BACKGROUND:**

RDUSD has utilized Odysseyware for instructional purposes at Mokelumne High Continuation, River Delta Community Day School as well as at River Delta Independent Study and Adult Educational programs. It is also utilized by both high schools at various times of the year for credit recovery. It is comprehensive instructional program that allows students in our alternative education program to complete their graduation requirements.

**STATUS:**

The administrators and staff at the alternative education programs as well as the high school administration staff would like to continue the use of Odysseyware in their programs.

**PRESENTER:** Nicole Latimer, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** Not to exceed \$44,200 paid by Educational Services funds

**RECOMMENDATION:**

That the Board approve 61 Odysseyware Software licenses for the 2020-2021 school year at a cost not to exceed \$44,200.

Time allocated: 2 minutes



Edgenuity Inc.  
 8860 E. Chaparral Road  
 Suite 100  
 Scottsdale AZ 85250  
 877-725-4257

Price Quote for Services  
 River Delta Unified School District  
 Rio Vista CA  
 Quote Number 143878  
 Total \$44,200.00  
 Date 1/29/2020

**Payment Schedule**

Net 30. Applicable tax on invoice.

**Contract Start**

7/1/2020

**Contract End**

6/30/2021

Site	Description	Comment	End Date	Qty
	Odysseyware K-12 Comprehensive Concurrent User		06/30/2021	61
	Professional Development Webinar Training		06/30/2021	3
1. River Delta Unified School District				

**Subtotal** \$44,200.00

**Total** \$44,200.00

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

**River Delta Unified School District**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Edgenuity Inc. Representative**

Anna DeBalski  
 anna.debalski@edgenuity.com  
 480-675-7284 x 1053

It's been a pleasure working with you!

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@edgenuity.com](mailto:AR@edgenuity.com) or fax to 480-423-0213.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.9

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

**SUBJECT:**

Request to approve Measures of Academic Performance (MAP) assessments for students in grades K-10 at a cost not to exceed \$24,934.50 for the 2020-2021 school year.

**BACKGROUND:**

We purchased MAP assessments as interim assessments for students in grades K-10 while the state transitioned to CCSS and the new SBAC system. Staff and administration alike found the assessments to be outstanding indicators of mastery of CCSS as well as an excellent tool for identifying areas that need skill building and support in both ELA and math. The MAP was also approved as one of our basic skills assessment for our EL Redesignation criteria for students in grades 3-11.

**STATUS:**

This is a renewal contract. We would like to continue utilizing the MAP assessments in 2020-2021.

**PRESENTER:**

Nicole Latimer, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Not to exceed \$24,934.50 paid by Educational Services funds

**RECOMMENDATION:**

That the Board approve Measures of Academic Performance (MAP) assessments for students in grades K-10 at a cost not to exceed \$24,934.50 for the 2020-2021 school year

Time allocated: 2 minutes



121 NW Everett St  
Portland, OR 97209

**--THIS IS NOT A BILL--**

River Delta Unified School District  
PO Box 99  
Clarksburg, CA 95612

**Northwest Evaluation Association – Order Confirmation/Intention to Renew**

Please review the following products and associated student test volumes. **If you wish to change license quantities or add or remove any products, please go to <http://www.nweaportal.org> and create a new login on our Partner Portal using Partner ID 11114, then click the “Renew for Next Year” button.** If you have already renewed or plan to renew your license by other means, you may disregard this notice. If you wish to renew the services exactly as listed, please do **one** of the following:

- Complete and sign the bottom of this form and e-mail to [renewal.assistance@nwea.org](mailto:renewal.assistance@nwea.org) (preferred) or fax to 503-639-7873.
- Issue a purchase order or check and mail it to the address noted above with a copy of this letter.

Upon receipt of either this form or a purchase order, we will issue a formal invoice by mail.

License Term: 9/1/2020-8/31/2021      Primary Contact: Kathy Wright

<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
MAP Growth K-12 License	1847	\$24,934.50
<b><u>TOTAL</u></b>		<b><u>\$24,934.50</u></b>

To change license quantities, please use our Partner Portal as described above or call 503-624-1951 and ask for your Account Manager.

**Please note: Beginning with the 2020-21 school year, MAP Growth K-2 and MAP Growth Math, Reading, and Language licenses will be combined into a single MAP Growth K-12 license. All MAP Growth partners will have access to both products.**

In light of the COVID-19 crisis, we know schools and districts are making critical decisions during an uncertain time. If you would like to renew your NWEA licenses but are unsure about timing or your ability to pay, contact us at [renewal.assistance@nwea.org](mailto:renewal.assistance@nwea.org) to discuss options for payment arrangements.

Thank you for your continued partnership. Please do not hesitate to contact us if we may be of assistance in any way.

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I agree to the above payment as noted for our services for this renewal term.

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Email: [renewal.assistance@nwea.org](mailto:renewal.assistance@nwea.org) (preferred)      FAX: 503-639-7873

**--THIS IS NOT A BILL--**



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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.10

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

**SUBJECT:**

Request to approve Renaissance Learning educational software licenses for the 2020-2021 school year at a cost not to exceed \$20,150.02.

**BACKGROUND:**

RDUSD has utilized Renaissance Learning educational software K-8 for many years. Students enjoy the program as it assesses, supports and promotes the development of our students' reading ability. Renaissance Learning allows teachers to track the types of books students are reading, how well they are comprehending it and areas they need to focus on for improvement.

**STATUS:**

This is a renewal contract. We would like to continue utilizing Renaissance Learning in the 2020-2021 school year.

**PRESENTER:** Nicole Latimer, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** Not to exceed \$20,150.02 from Educational Services and After School Program funding

**RECOMMENDATION:**

That the Board approve Renaissance Learning educational software licenses for the 2020-2021 school year at a cost not to exceed \$20,150.02

Time allocated: 2 minutes

# RENAISSANCE®

April 06, 2020

**River Delta Joint Unified School Dist**

ATTN: Kathy Wright  
445 Montezuma St  
Rio Vista, CA 94571-1651

Dear Kathy:

Thank you for being a valued Renaissance customer. The time has come to renew the following Renaissance® subscription/s which will expire in 90 days.

**Renaissance Accelerated Reader**

**Renaissance Star Reading**

**Renaissance Freckle**

**Renaissance Star Early Literacy**

In this difficult and uncertain time, we want to do everything we can to make the renewal process as convenient as possible and ensure you don't experience any interruption in service. We sent an email recently with information and instructions for your renewal. The email includes details for how you can remit electronic payment through ACH or wire payment as we know there are certain office functions that are currently difficult to conduct remotely.

Our entire team is dedicated to assisting you in this challenging time. If you need assistance or have any questions about your renewal, please reach out to me and I will be happy to assist.

Thank you again for choosing Renaissance to help accelerate learning for all.

Sincerely,

Michael Bischoff  
Account Executive I  
(866)391-5343  
Michael.Bischoff@renaissance.com

Sue Kung  
Account Executive I  
(715)424-3636  
sue.kung@renaissance.com

Jen Higgins  
Account Executive I  
(866)563-1086  
Jen.Higgins@renaissance.com

# RENAISSANCE®

Renewal Invoice  
Subscription Ends: 6/30/2020

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone:(800) 338-4204 | Fax:(877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

Quote #: RPRNQ2282707\*

**River Delta Joint Unified School Dist - 281420**  
445 Montezuma St  
Rio Vista, CA 94571-1651  
Contact: Kathy Wright - (707) 374-6381  
Email: kwright@rdusd.org

Created: 03/11/2020  
Reference ID: 413798

## Quote Summary

**School Count: 4**

Renaissance Products & Services Total	\$20,375.25
Applied Discounts	\$(225.23)
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$20,150.02</b>

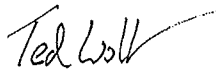
Pricing and discounts are subject to change if alterations are made to this quote.  
To receive applicable discounts, all orders included on this quote must be received at the same time.  
Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein. To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	River Delta Joint Unified School Dist - 281420
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 03/11/2020	Date:
	Invoice Date:

**Mail:** PO Box 8036, Wisconsin Rapids, WI 54495-8036

**Fax:** (877)280-7642

**Email:** [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

**Phone:** (877)444-3172

\*This quote is valid for 30 days. It may have been previously sent with a different reference number, and may reflect changes made in the past 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. Standard payment terms are net 30 days from invoice date.

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
 Phone:(800) 338-4204 | Fax:(877) 280-7642  
 Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

Quote #: RPRNQ2282707\*

Renewal Details				
Renaissance Applications				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Accelerated Reader Subscription Renewal	07/01/2020 - 06/30/2021	1,050	\$7.15	\$7,507.50
Freckle ELA Add-On Subject Student Subscription	07/01/2020 - 06/30/2021	175	\$9.00	\$1,575.00
Star Early Literacy Subscription Renewal	07/01/2020 - 06/30/2021	300	\$4.95	\$1,485.00
STAR MATH WITH FRECKLE MATH STUDENT SUBSCRIPTION RENEWAL	07/01/2020 - 06/30/2021	175	\$15.00	\$2,625.00
Star Reading Subscription Renewal	07/01/2020 - 06/30/2021	845	\$4.95	\$4,182.75
<b>Renaissance Applications Subtotal</b>				<b>\$17,375.25</b>
<b>Applied Discounts</b>				<b>\$(225.23)</b>
<b>Renaissance Applications Total</b>				<b>USD \$17,150.02</b>
Platform Services				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Annual All Product Renaissance Platform Renewal	07/01/2020 - 06/30/2021	4	\$750.00	\$3,000.00
<b>Platform Services Subtotal</b>				<b>\$3,000.00</b>
<b>Applied Discounts</b>				<b>\$0.00</b>
<b>Platform Services Total</b>				<b>USD \$3,000.00</b>

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone:(800) 338-4204 | Fax:(877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

Quote #: RPRNQ2282707\*

<b>Renewal Subscription Summary</b>	
<b>Accelerated Reader Subscription Renewal</b>	<b>Quantity</b>
Bates Elementary School - 286478	240
D H White Elementary School - 281422	330
Riverview Middle School - 281424	240
Walnut Grove Elementary School - 287216	240
<b>Accelerated Reader Subscription Renewal Total</b>	<b>1,050</b>
<b>Freckle ELA Add-On Subject Student Subscription</b>	<b>Quantity</b>
Walnut Grove Elementary School - 287216	175
<b>Freckle ELA Add-On Subject Student Subscription Total</b>	<b>175</b>
<b>Star Early Literacy Subscription Renewal</b>	<b>Quantity</b>
Bates Elementary School - 286478	100
D H White Elementary School - 281422	100
Walnut Grove Elementary School - 287216	100
<b>Star Early Literacy Subscription Renewal Total</b>	<b>300</b>
<b>STAR MATH WITH FRECKLE MATH STUDENT SUBSCRIPTION RENEWAL</b>	<b>Quantity</b>
Walnut Grove Elementary School - 287216	175
<b>STAR MATH WITH FRECKLE MATH STUDENT SUBSCRIPTION RENEWAL Total</b>	<b>175</b>
<b>Star Reading Subscription Renewal</b>	<b>Quantity</b>
Bates Elementary School - 286478	130
D H White Elementary School - 281422	300
Riverview Middle School - 281424	250
Walnut Grove Elementary School - 287216	165
<b>Star Reading Subscription Renewal Total</b>	<b>845</b>
<b>Annual All Product Renaissance Platform Renewal</b>	<b>Quantity</b>
Bates Elementary School - 286478	1
D H White Elementary School - 281422	1
Riverview Middle School - 281424	1
Walnut Grove Elementary School - 287216	1
<b>Annual All Product Renaissance Platform Renewal Total</b>	<b>4</b>

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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: June 23, 2020

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 10.11

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

**SUBJECT:**

Request approval of the Memorandum of Understanding (MOU) for River Delta USD to participate in the Sly Park program for the 2020-2021 school year

**BACKGROUND:**

The District has participated in this program for many years. This MOU is entered into between the Sacramento County Office of Education (SCOE) and River Delta USD for SCOE to provide an outdoor learning experience to District students at SCOE's Sly Park Environmental Education Center (Sly Park).

**STATUS:**

This MOU shall be effective upon execution by both parties and will remain in effect until June 30, 2021.

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

None to the District, costs are borne by the schools and donations.

**RECOMMENDATION:**

That the Board approves the Memorandum of Understanding for the participation by the District schools in the Sly Park Environmental Education Center for 2020-2021.

Time allocated: 2 minutes

## Memorandum of Understanding

This memorandum of understanding (MOU) is entered into between the Sacramento County Office of Education (SCOE) and River Delta Unified School District (District) for SCOE to provide an outdoor learning experience to District's students at SCOE's Sly Park Environmental Education Center (Sly Park).

This MOU shall be effective upon execution by both parties and will remain in effect until June 30, 2021.

### I. The District shall:

- A. Comply with the terms of this Agreement and the rules and regulations of SCOE, Sly Park, and the USDA Forest Service, and all applicable laws. The District shall require participating District schools to likewise comply with the Agreement and the applicable rules, regulations, and laws.
- B. Arrange for transportation of program participants, staff, chaperones, and their belongings to and from the Sly Park Campus.
- C. Provide 1 certificated teacher for every 34 students from a participating District school for the duration of the school's stay at Sly Park.
- D. Provide 1 adult chaperone for every 12 children at a rate of \$125 each. This shall include 1 female chaperone for every 12 female participants and 1 male chaperone for every 12 male participants. If an aide is needed to be with only one student, that adult's presence is not used in determining the proper student to chaperone ratio.
- E. Ensure that each District school teacher and chaperone is available to assist in supervising students at the direction of the Sly Park Director. In the event that a teacher or chaperone is not available, Sly Park reserves the right to hire a SCOE approved individual to assist in supervision. Costs incurred for supervision services will be the responsibility of the District. District shall inform Sly Park if it does not have a sufficient number of chaperones at least 30 days prior to the scheduled arrival date.
- F. Require District employees and adult chaperones participating in the Sly Park Program to be fingerprinted and pass a criminal record background check.
- G. Pay the full program rate for adults/chaperones staying at Sly Park, who are not acting as a certificated teacher or chaperone as outlined in Paragraphs C or D above or who are in excess of the appropriate ratio expressed therein.
- H. Ensure students are adequately prepared for resident life on the Sly Park Campus, including the possibility of inclement weather. Each chaperone, staff, and student must furnish a sleeping bag, or blankets and sheets, as well as clothing appropriate for hiking activities and weather. Suggested supplies are included in **Exhibit A – Sly Park Packing List**.
- I. Notify the Sly Park Director of a student's behavioral or disciplinary issues that may affect the safety of the student, other students, adults, or staff. In collaboration with the Sly Park Director, develop appropriate interventions, arrangements, and/or responses to facilitate the best possible educational opportunity at Sly Park for the student.
- J. Inform the Sly Park Director of known health concerns and/or special needs that may impact a student's ability to participate in Sly Park activities. Coordinate with the Sly Park Director to arrange appropriate accommodations to facilitate a successful Sly Park experience for students.



- K. Ensure that the parent/guardian of each registered student completes and signs the **Student Registration and Medication Authorization** online forms, which can be found at <https://cwngui.campwise.com/Apps/OnlineReg/Pages/Login.html>.
- L. Provide medical care and/or medication administration to District students while on the Sly Park campus in accordance with District procedures. Sly Park staff will not be responsible for administration of medication to students.
- M. Adhere to the Sly Park Visitor Policy included in **Exhibit B – Sly Park Visitor Policy**.
- N. Ensure that District's chaperones, staff, and students refrain from bringing any alcohol, tobacco, weapons, or illegal substances onto Sly Park campus.
- O. Leave the Sly Park campus in the same condition as found upon arrival. At SCOE's discretion, District may be responsible for actual costs of any repairs necessitated by damage caused by the District's schools, pupils, chaperones, teachers, or other persons attending Sly Park in conjunction with the participating District school. Damage may result in Sly Park denying the District or the school future opportunities to participate in Sly Park programs. This paragraph does not apply to reasonable wear and tear to the campus, as determined by the Sly Park Director.

## II. SCOE/Sly Park shall:

- A. Provide an open enrollment period for schools/districts wishing to reserve space at Sly Park which is equitable and on a first-requested, first-reserved basis.
- B. Provide an Outdoor Environmental Education Program, including curriculum and outdoor activities led by certificated instructors.
- C. Provide lodging and food for students, chaperones, and District teachers in accordance with the District's reservations.
- D. Through the Sly Park Director, enforce laws and policies applicable to District students, staff, and chaperones attending Sly Park Environmental Education Program.
- E. Upon availability, accept a District's request to increase student attendance or reschedule camp dates when requests are made within the time frames set forth below.

## III. Payment:

- A. Participating Districts/schools shall be responsible for payment of a non-refundable deposit of \$20.00 per reserved student. A deposit will secure a reservation at Sly Park and will be applied to a final invoice. Sly Park may cancel a reservation if the deposit is not made by:
  - a. **January 30, 2020** for visits occurring between August 1 and December 31, 2020;
  - b. **April 30, 2020** for visits occurring between January 1 and June 15, 2021; or
  - c. Within 40 days of mailing the deposit invoice.
- B. Schools can make alterations to their reserved student number without penalty at any time prior to **May 1, 2020** for Sly Park visits occurring between August 1 and December 31, 2020 and prior to **September 30, 2020** for Sly Park visits occurring between January 1 and June 15, 2021.
- C. The District agrees to pay for the greater of:
  - a. the actual number of students who attend Sly Park, or
  - b. 94% of the number of students reserved as of the deadline for changes.
- D. Programs receiving exclusive use of the facility will be billed an amount reflecting a minimum attendance of 75 persons, regardless of the number actually attending.



- E. Unless otherwise indicated on the Reservation Request, program costs for the 2020/21 school year are as follows for each student and adult/chaperone in excess of the ratio outlined in Section I, Paragraph D:
  - a. 5 Day / 4 Night Program: \$255.00
  - b. 4 Day / 3 Night Program: \$220.00
  - c. 3 Day / 2 Night Program: \$185.00
- F. Should the District, or participating school, regardless of reason, cancel a confirmed reservation after the deadline above (Section III.B), District agrees to pay a cancellation fee equal to full program costs for 75% of the original number of reserved students.
- G. If a District notifies Sly Park of its inability to attend, or of reduced attendance numbers, at least 90 days prior to its scheduled arrival date, Sly Park will try to accommodate the District's revised needs through rescheduling, subject to demand and availability. In the event Sly Park is unable to accommodate the revisions, District remains responsible for payment as set forth above.
- H. District agrees to approve and authorize to pay within 30 days all invoices submitted by Sly Park/SCOE pursuant to this agreement.
- I. Send all deposits and payments to the following address:
  - Sacramento County Office of Education
  - Attn: Financial Services
  - PO Box 269003
  - Sacramento, CA 95826-9003

#### IV. General Terms:

##### A. Indemnification.

1. To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless SCOE/Sly Park, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law.
2. To the fullest extent allowed by law, SCOE/Sly Park shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by SCOE/Sly Park or its directors, officers, agents, employees, volunteers, or guests arising from SCOE/Sly Park's duties and obligations described in this Agreement or imposed by law.
3. This section shall survive the termination of this Agreement.

B. **Force Majeure.** Notwithstanding any language herein to the contrary, neither party shall be liable for any failure in the performance of this agreement when such failure is due to causes beyond its reasonable control, including but not limited to natural disasters, floods, fires, acts of God, government orders or any other force majeure event.

C. **Insurance.** District and SCOE shall maintain in full force and effect during program and occupation of Sly Park a comprehensive general liability insurance policy in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence. District's insurance policies shall name SCOE, its officers, employees, and agents, as additional insured. Either party will furnish the other with a copy of proof of insurance prior to District's occupancy of Sly Park upon request.

- D. **Non-Assignment.** This Agreement may not be transferred or assigned without the express written consent of SCOE.
- E. **Nondiscrimination.** Any service provided by either party pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- F. **Independent Agents.** Both parties, their agents, employees, and volunteers, shall act as independent agents in the performance of this Agreement, and not as an agent of the other party.
- G. **Entire Agreement and Amendment.** Exhibits A-B are incorporated herein and are deemed part of this MOU. Including these incorporated documents, this MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by both parties.
- H. **Notices.** All notices shall be deemed to have been given when made in writing and delivered to the respective representatives of District and SCOE at their contact information below:
 

Sly Park Environmental Educ. Center 5600 Sly Park Rd. Pollock Pines, CA 95726 Tel: 916-228-2785 Fax: 530-644-2670 Email: slypark@scoe.net	River Delta Unified School District 445 Montezuma Street Rio Vista, CA 94571-1651 Tel: 707-374-1700 Fax: 707-374-2995 Email: dbeno@rdsd.org
--	--
- I. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

**Upon signature, the duly authorized representatives of each party agree to the above statements of understanding.**

Sacramento County Office of Education

River Delta Unified School District

\_\_\_\_\_  
**Brett Nelson** Date  
 Director  
 Sly Park Environmental Education Center

\_\_\_\_\_  
**Katherine Wright** Date  
 Superintendent

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.12

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

**SUBJECT:**

Request to approve the MediCal Billing Systems, Inc. Agreement for the 2020-2021 school year at a cost not to exceed \$1,000

**BACKGROUND:**

MediCal Billing Systems, Inc. provides MediCal billing services and ensures that the district bills appropriately for all allowable services and meets the mandated reporting timelines.

**STATUS:**

This is a renewal contract. We would like to continue to use MediCal Billing Systems to assist us in billing appropriately and complete mandated reports.

**PRESENTER:** Nicole Latimer, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** Not to exceed \$1,000 paid by Educational Services

**RECOMMENDATION:**

That the Board approve the Medical Billing Systems, Inc. agreement for the 2020-2021 school year at a cost not to exceed \$1,000

Time allocated: 2 minutes

**Medical Billing Systems Inc. / CompuGroup Medical/US  
LEA Billing Services Agreement ("Agreement")**

1. This agreement is made on July 1, 2020, between Medical Billing Systems (MBS) / CompuGroup Medical (CGM) And RIVER-DELTA UNIFIED., (Client), and shall remain in force for **one ( 1 ) year**.
2. In consideration of the mutual promises set forth below, MBS / CGM and The Client agree as follows:

**MBS / CGM agrees to do the following:**

- (a) Prepare and submit for payment all of the Client's Medicaid and third party insurance claims, using CPT and HCPCS codes as appropriate.
- (b) Follow up on all claims (including rejected, lost, or delayed claims). This may include resubmissions, tracers, and claims inquiry forms.
- (c) Communicate as necessary with fiscal intermediaries and carriers.
- (d) Maintain accurate billing records of amounts billed, payments received, adjustments, and outstanding balances as submitted by each provider. MBS / CGM will provide financial reports to Client after paid Medicaid RAD's are received.
- (e) Monitor and make all reasonable efforts to improve ratio of outstanding billings to claims paid.
- (f) Maintain any clinical records insofar as they are germane to billings.
- (g) Forward to the Client any information relating to changes in government billing guidelines or other data having a significant impact on billing practices.
- (h) Take all steps as are reasonably feasible to maximize payment of claims for the Client's services. This includes 2 onsite visits per year to be arranged in advance by MBS / CGM and Client. An onsite visit may be considered a telephone conf. call or video communication with the agreement of both parties.
- (i) Submit all received claims within 60 days of receipt or as allowed by DHCS.

**Page Two**

**The Client agrees to do the following:**

- (a) Provide to MBS / CGM all student data necessary to enable MBS / CGM to present claims for payment including, but not limited to, student's name, date of birth, dates of treatment, type of treatment, and provider's name and signature.
- (b) Provide MBS / CGM with a list of all students with first, last, name, DOB and gender. This list will be used to determine Medi-Cal eligibility only.
- (c) Sign and 835 Transaction Agreement to allow MBS / CGM to download RAD's (Medi-Cal check copies) from the Medi-Cal website.
- (d) Agree to the use of the DEB Software for online billing OR accept the use of MicroSoft .xl forms as a method of tracking billable activity.
- (e) Submit to MBS / CGM a list of students in either .xl or .csv formats (as provided by MBS / CGM) for upload into the online billing portal.

**MBS / CGM CLIENT AGREEMENT**

- (a) Pay MBS / CGM a flat rate not to exceed \$1,300.00 for fiscal 2020 - 2021. It will be invoiced in 1 installment the payment is due June 30, 2021 for \$1,300.00. If the Client does not meet the projected LEA NET income MBS / CGM will adjust payment downward to insure our fee remains at .10 of LEA NET income.

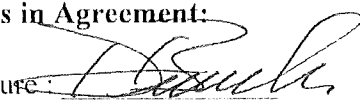
Projected LEA income to Client will be \$13,000.00 for fiscal 2020 - 2021.

- (b) MBS / CGM has an additional ninety (90) days from date of termination of contract with Client, within which to pursue unpaid claims that were in existence at termination of contract. The Client will fully cooperate with and provide MBS / CGM with all information and data necessary to enable MBS / CGM to pursue collections during said 90 day period. MBS / CGM will assist in the audit process either onsite or via telephone with DHS / CMS. All source documents are the property of the Client and will be returned to the Client upon completion of the 90 days.

**Page Three**

- (d) The Client or MBS / CGM may terminate this Agreement without cause. The Client must inform MBS / CGM (via registered certified letter) of the request for termination. The request for termination registered certified letter will be sent to: Douglas Buckner MBS / CGM ~ 1175 Shaw Ave., #104, Clovis, CA 93612
- (e) Client will sign a separate Business Associate Agreement (BAA) with MBS / CGM. This is required from DHS / CMS for HIPAA compliance.
- 3. This Agreement supersedes any and all other agreements and the covenants, promises, rights, and obligations in this document represent the entire agreement of the parties. No agreement, statement, or promise not contained in the Agreement shall be valid or binding on the parties.
- 4. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed in accordance with the laws of the State of California.

**Parties in Agreement:**

Signature:   
Douglas Buckner, RCM Director  
For California ~ MBS / CGM

\_\_\_\_\_  
Authorized School/COE Representative

5-19-2020 (Date)

\_\_\_\_\_ (Date)

MBS Inc.  
1175 Shaw Ave., #104  
Clovis, CA 93612

CompuGroup Medical / US  
3838 N. Central Ave. Suite #1600  
Phoenix, AZ 85012



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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.13

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

**SUBJECT:**

Request to approve Turnitin, LLC for the 2020-2021 school year at a cost not to exceed \$4,240

**BACKGROUND:**

We have utilized Turnitin software at Rio Vista High School, Riverview Middle School, Delta High School and Clarksburg Middle School to assist with checking for plagiarism on student work and an online platform for peer editing.

**STATUS:**

This is a renewal contract. We would like to continue this contract with Turnitin, LLC.

**PRESENTER:**

Nicole Latimer, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Not to exceed \$4,240 paid by Educational Services funding

**RECOMMENDATION:**

That the Board approve Turnitin, LLC for the 2020-2021 school year at a cost not to exceed \$4,240

Time allocated: 2 minutes



## Quote Details

**Expiration date** 8/13/2020

**Prepared By** Lindsay Martella  
**Phone** (412) 347-8326  
**Email** lmartella@turnitin.com

**Company Address** Turnitin, LLC  
 2101 Webster St., Suite 1800  
 Oakland, CA 94612  
 US

**Quote Number** Quote-Q-404846-1  
**Institution** River Delta Joint Unified School District

**Contact Name** Kathy Wright  
**Phone**  
**Email** kwright@rdusd.org

**Bill To Name** River Delta Joint Unified School District  
**Bill To** 445 Montezuma Street  
 Rio Vista, CA 94571  
 US

## Quotation

Product	Product Description	Quantity	Annual Price	Start Date	End Date	Total
Turnitin FBS	Turnitin FBS: Originality Checking and Feedback	600	4.75	8/14/2020	8/13/2021	USD 2,850.00
Turnitin Campus Fee	Turnitin Campus Fee	2	695.00	8/14/2020	8/13/2021	USD 1,390.00
<b>Sales Tax</b>						USD 0.00
<b>TOTAL</b>						USD 4,240.00

### Please Note:

Products sold to certain states are subject to tax. Fee does not include applicable tax. Invoice will reflect applicable tax (state and local). The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes. No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

### Order Instructions:

To purchase or renew your Turnitin license, please email or fax your purchase order and a copy of this quote to Turnitin, LLC, at: orders@turnitin.com or (510) 764-7612

You may also contact us with your credit card information at (866) 816-5046 x239 or x240

By Accepting this quote, you agree to our general terms and conditions that are located at this URL: <http://go.turnitin.com/reg> .

### Training:

On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to [Training Terms and Conditions](#).



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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 10.14

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

**SUBJECT:**

Request to approve the contract with Loy Mattison Enterprises, E-rate Consultant to provide assistance with the E-Rate process in fiscal year 2020-21, not to exceed \$8,000

**BACKGROUND:**

E-rate services are needed to assist the district navigate the complicated federal program with its application process, monitoring of discounts, maintaining mandatory records and procedures. The consultant prepares the applications, monitors the awarding period and verifies that the district received the credits or reimbursement as stated in the agreement. The district wishes to continue to utilize the E-rate services of Loy Mattison Enterprises for fiscal year 2020-21.

**STATUS:**

Services are provided at a cost of \$130 per hour with a limit of \$8,000. District management and staff would like to continue the contract with Loy Mattison Enterprises as the districts E-rate consultant.

**PRESENTER:**

Elizabeth Keema-Aston, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

N/A

**COST AND FUNDING SOURCES:**

\$130 per hour, not to exceed \$8,000 in 2020-21, funded by Unrestricted General Funds

**RECOMMENDATION:**

That the Board approves the contract with Loy Mattison Enterprises for the 2020-21 fiscal year.

Time allocated: 2 minutes



# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

## INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Loy Mattison Enterprises, hereinafter referred to as "CONSULTANT."

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

1. **TERM:** The term of this agreement is from July 1, 2020 through June 30, 2021. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

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

2. **CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows: The complete E-Rate process, from application through funding and varication of credits being applied to invoices.

3. **PAYMENT FOR SERVICES:** CONSULTANT shall receive compensation at the rate of:  
\$ \_\_\_\_\_ per \_\_\_\_\_ day \_\_\_\_\_ week \_\_\_\_\_ month \_\_\_\_\_ year or per \_\_\_\_\_  
OR \$ 120.00 per hour for periods of less than one day;  
for a total cost not to exceed \$ 8,000.00

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

4. **RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.
5. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.
6. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.

### Independent Contractor Agreement

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

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

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

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

**CONTRACTOR/CONSULTANT:**

**RIVER DELTA UNIFIED SCHOOL DISTRICT:**

Loy Mattison Enterprises- June 23, 2020  
Printed/Typed Name Date

Elizabeth Keema-Aston June 23, 2020  
Requested By Date

\_\_\_\_\_  
Social Security Number/Federal Tax ID Number

\_\_\_\_\_  
Approval Signature Date

\_\_\_\_\_  
Address State Zip

01-0000-0-5800-100-9172-7200-000-000  
Budget Code (Name & Coding)

Loy@surewest.net \_\_\_\_\_  
Email Contact Phone and

\_\_\_\_\_  
Board of Trustees Action Date

\_\_\_\_\_  
Signature (Contractor/Consultant Authorized Representative)

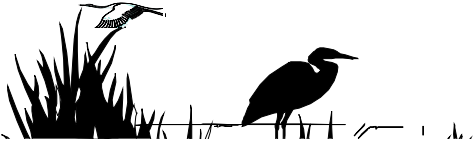
**Consultant must answer the two questions below:**

- Are you presently or have you been a member of PERS or STRS?  
PERS: Yes \_\_\_ No X \_\_\_  
STRS: Yes \_\_\_ No X \_\_\_
- Are you presently an employee of River Delta Unified School District? Yes \_\_\_ No X \_\_\_

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

1/14/08

*Creating Excellence To Ensure That All Students Learn*



# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

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

## HOLD HARMLESS & INDEMNIFICATION AGREEMENT

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

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

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

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

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

Loy Mattison  
\_\_\_\_\_  
Typed/Printed Name of Authorized Representative

Loy Mattison Enterprises  
\_\_\_\_\_  
Company Name

Address, Email & Phone: \_\_\_\_\_  
\_\_\_\_\_

1/14/08

*Creating Excellence To Ensure That All Students Learn*

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



# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

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

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

Description of Duties: The complete E-Rate process, from application through funding and verification of credits begin applied to invoices.

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

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

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

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

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

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

\_\_\_\_\_  
Katherine Wright, Superintendent

\_\_\_\_\_  
Date

1/14/08  
Attachment : (Conflict of Interest Code)

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



# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

## Attachment to Superintendent’s Statement

### DISTRICT’S CONFLICT-OF-INTEREST CODE

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

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

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

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

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

1/14/08

*Creating Excellence To Ensure That All Students Learn*

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



# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

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

www.riverdelta.k12.ca.us

## CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

*Creating Excellence To Ensure That All Students Learn*

Bates School  
Clarksburg Elementary

Isleton School  
Riverview School  
River Delta High/Elementary School

Walnut Grove School  
D.H. White Elementary  
River Delta Community Day School.....Delta Elementary Charter School

Delta High School  
Rio Vista High School

Wind River School  
Mokelumne High School

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Authorized Representative  
Loy Mattison  
\_\_\_\_\_  
Typed/Printed Name of Authorized Representative  
Address, Email & Phone:

\_\_\_\_\_  
Date Signed  
Loy Mattison Enterprises  
\_\_\_\_\_  
Company Name

Loy @surewest.net

1/14/08



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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.15

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

**SUBJECT:**

Request permission to apply for the Agricultural Incentive Grant for the 2020-2021 school year

**BACKGROUND:**

This grant provides needed funds for the operation of the Delta High School and Rio Vista High School Agricultural programs.

**STATUS:**

This is an annual application. Board approval is needed to apply for the Agricultural Incentive Grant.

**PRESENTER:** Nicole Latimer, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** No cost to the school or the district

**RECOMMENDATION:**

That the Board grants permission to apply for the Agricultural Incentive Grant for the 2020-2021 school year

Time allocated: 2 minutes

# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Rio Vista High School

River Delta Unified

School Site

District

Please include the following items with your application:

- Eligibility Determination Sheet
- Variance Request Form (if applicable)
- Quality Criterion 12 Form (if applicable)
- Award Estimator and Budget Sheet
- List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

*Katherine Wright*

Signature of Authorized Agent

*Superintendent*

Authorized Agent Title

*Maureen*

Signature of Agriculture Teacher  
Responsible for the Program

*John Lee*

Signature of Principal

Contact Phone Number: 707-374-1711

Date of Local Agency Board Approval: 6-23-2020

# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education  
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

## Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- 1. Curriculum and Instruction
- 2. Leadership and Citizenship Development
- 3. Practical Application of Occupational Skills
- 4. Qualified and Competent Personnel
- 5. Facilities, Equipment, and Materials
- 6. Community, Business, and Industry Involvement
- 7. Career Guidance
- 8. Program Promotion
- 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

---

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

Yes     No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A **VARIANCE REQUEST FORM** FOR EACH AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

---

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE, **AND** YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

**STOP**

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

## AWARD ESTIMATOR

**DATES OF PROJECT DURATION: JULY 1, 2020 TO JUNE 30, 2021**

### Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	<u>2</u>
Total Number of Students from the prior fiscal year R-2 Report:	<u>226</u>
Number of teachers meeting Criterion 10 (Class size - See instructions):	<u>0</u>
Number of teachers meeting Criterion 11a (Year round employment - See instructions):	<u>1</u>
Number of teachers meeting Criterion 11b (Project supervision period - See instructions):	<u>2</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>N</u>

### Award Calculations

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of Agriculture teachers' names):	<u>\$ 4,500.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 1,808.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 0.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 2,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 4,000.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>
<b>Total Estimated Award:</b>	<u>\$ 12,308.00</u>





# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21 APPLICATION FOR FUNDING

California Department of Education  
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Delta High School

School Site


River Delta Unified School District

District

Please include the following items with your application:

- Eligibility Determination Sheet
- Variance Request Form (if applicable)
- Quality Criterion 12 Form (if applicable)
- Award Estimator and Budget Sheet
- List of Agriculture Teachers

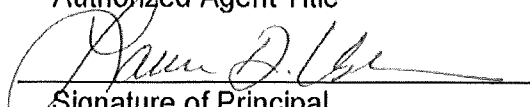
Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

  
\_\_\_\_\_  
Signature of Authorized Agent

Mrs. Shanán Spears  
Digitally signed by Mrs. Shanán Spears  
Date: 2020.06.02 08:39:10 -0700

\_\_\_\_\_  
Signature of Agriculture Teacher  
Responsible for the Program

Principal  
\_\_\_\_\_  
Authorized Agent Title

  
\_\_\_\_\_  
Signature of Principal

Contact Phone Number: (916) 744-1714

Date of Local Agency Board Approval: 06/23/20

# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

## Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- 1. Curriculum and Instruction
- 2. Leadership and Citizenship Development
- 3. Practical Application of Occupational Skills
- 4. Qualified and Competent Personnel
- 5. Facilities, Equipment, and Materials
- 6. Community, Business, and Industry Involvement
- 7. Career Guidance
- 8. Program Promotion
- 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

---

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

Yes  No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A **VARIANCE REQUEST FORM** FOR EACH AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

---

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE, **AND** YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

**STOP**

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education  
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

## AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2020 TO JUNE 30, 2021

### Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	<u>2</u>
Total Number of Students from the prior fiscal year R-2 Report:	<u>152</u>
Number of teachers meeting Criterion 10 (Class size - See instructions):	<u>2</u>
Number of teachers meeting Criterion 11a (Year round employment - See instructions):	<u>2</u>
Number of teachers meeting Criterion 11b (Project supervision period - See instructions):	<u>2</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>N</u>

### Award Calculations

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of Agriculture teachers' names):	<u>\$ 4,500.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 1,216.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 4,000.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 4,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 4,000.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>
<b>Total Estimated Award:</b>	<u>\$ 17,716.00</u>



# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

## Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

**Amount left to Allocate:**                     \$ 0.00

### 4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Class supplies	\$ 11,716.00	\$ 11,716.00
Subtotal	N/A	\$ 11,716.00	\$ 11,716.00

### 5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Transportation - bussing	\$ 1,500.00	\$ 1,500.00
2.	Transportation - maintenance/gas	\$ 1,000.00	\$ 1,000.00
3.	Teacher travel - Conf., CATA mtgs	\$ 2,000.00	\$ 2,000.00
4.	Student Conferences - GH, MFE, ALA	\$ 1,500.00	\$ 1,500.00
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 6,000.00	\$ 6,000.00

### 6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 0.00	\$ 0.00

**Total Allocated Funds:**                     \$ 17,716.00                          \$ 17,716.00

# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21 APPLICATION FOR FUNDING

California Department of Education  
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

## VARIANCE REQUEST FORM


PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year:

Delta High School  
School Site

River Delta Unified School District  
District

- Standard and criterion for which variance is requested:  
Standard Number:  
Criterion Number:
- Reasons why the criterion is not being met at this time (use additional pages if needed):
- Steps to be taken in order to meet this criterion (use additional pages if needed):

  
\_\_\_\_\_

Name of Agriculture Teacher  
Responsible for the Program

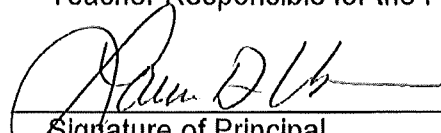
Laura D. Uslan

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
Name of Regional Supervisor

Mrs. Shanan Spears Digitally signed by Mrs. Shanan  
Spears  
Date: 2020.06.02 08:51:05 -07'00'

\_\_\_\_\_  
Signature of Agriculture  
Teacher Responsible for the Program

  
\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Signature of Regional Supervisor

# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

## QUALITY CRITERION 12 FORM

Agricultural programs meeting all of the required Quality Criteria (Criteria 1 – 9) may qualify for an additional \$7,500 by also meeting Criterion 12.

Please check each qualifying condition you meet below.

This form, along with the appropriate verification, must be submitted with the Agricultural Career Technical Education Incentive Grant Application by the application deadline.

Number of Students on Previous Year's R-2 Report: \_\_\_\_\_

### 12A: Leadership and Citizenship Development

Number of activities on the approved FFA Activity list in which the local chapter participated (Must participate in at least 80 percent of the activities)

### 12B: Practical Application of Occupational Skills

Number of students who received the State FFA Degree (Must be at least 5 percent of the R2 number)

### 12C: Qualified and Professional Activities

Number of teachers who attended a minimum of five professional in-service activities (Must attach approved In-service Activities Verification Page)

### 12D: Community, Business, and Industry Involvement

Number of meetings held by the local Agriculture Advisory Committee (Must be at least three, with minutes attached)

Name of Agriculture Advisory Committee Chair: \_\_\_\_\_

Phone Number of Agriculture Advisory Committee Chair: \_\_\_\_\_

### 12E: Retention

Number of students from the 2016 freshman cohort who completed 3 or 4 years of Agriculture Education courses. Must be at least 30% of the 2016 freshman cohort

### 12F: Graduate Follow-Up

Number of program completers graduating last year

Number of those who graduated who are employed in agriculture, in the military, or continuing their education (must be at least 75 percent of the program completers). Attach graduate follow-up report.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X

From: Victoria Turk, Principal of Rio Vista High School

Item Number: 10.16

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

**SUBJECT:**

Request to approve the Professional Expert Agreement with Susan Jones to provide 15 days of coaching and mentoring for Rio Vista High School teachers in the 2020-2021 school year

**BACKGROUND:**

Susan Jones was a mentor teacher in Santa Clara USD. RVHS would like to contract with her for 15 days of coaching/mentoring with RVHS teachers.

**STATUS:**

Professional Expert Agreements require Board approval

**PRESENTER:**

Victoria Turk

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

Cost not to exceed \$3,000 – Site Funds

**RECOMMENDATION:**

That the Board approves the professional expert agreement with Susan Jones

Time allocated: 3 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 Susan Jones for the services performed from: August 1, 2020 to: June 1, 2021.

Services to be performed: Coaching, planning, and collaborating with teachers

Amount to be paid:

Budget # 0 0000 0 5800 321 1110 1000 \$ 3000.00

Budget # \_\_\_\_\_ \$ \_\_\_\_\_

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

### Coaching

Pay Rate: \$ \$200 per daily (hour, day, week, month, flat rate, stipend)

Requested by: Victoria Turk / Principal 7.1.20  
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: June 23, 2020

Attachments:   X  

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 10.17

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

**SUBJECT:**

Contract with Ryland School Business Consulting for various Financial and Business Office Services

**BACKGROUND:**

In the past the district has used the consulting firm of Ryland School Business Consulting for assistance with various projects. They are a well-known and respected firm that provides services to many districts throughout Northern California.

**STATUS:**

This is an open agreement with Ryland School Service Consulting for various business and financial services on an as needed basis for FY 2020-21 not to exceed \$8,000.

**PRESENTER:**

Elizabeth Keema-Aston, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT: N/A**

**COST AND FUNDING SOURCES:**

Cost not to exceed \$8,000 - Unrestricted General Fund

**RECOMMENDATION:**

That the Board approves the contract with Ryland School Business Consulting for FY 2020-21.

Time allocated: 2 minutes



SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT will pay to Contractor hourly fees of \$160 for professional services and for travel time. All charges, including expenses, will be approved by the Superintendent of the RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses, not to exceed \$8,000. The term of this contract is twelve months.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT and its districts which may include but are not limited to the following: business office assistance and training; budget development; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:

\_\_\_\_\_  
Katherine Wright, Superintendent  
RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
*s/ Teresa R Ryland*  
President  
RYLAND SCHOOL BUSINESS CONSULTING

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: \_\_\_\_\_

From: Katherine Wright, Superintendent

Item Number: 10.18

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

**SUBJECT:**

Donations

**BACKGROUND:**

Donations to Receive and Acknowledge:

**Riverview Middle School**

Beth Brockhouse - \$153.84

**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: June 23, 2020

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 11.

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

**SUBJECT:**

Request to approve and adopt the COVID-19 Operations Written Report for 2019-2020

**BACKGROUND:**

Governor Gavin Newsom issued an Executive Order (N-56-20) on April 22, 2020, that extends the deadline for the 2020-21 Local Control and Accountability Plan to December 15, 2020, providing local educational agencies with more time to prioritize pressing COVID-19 needs.

**STATUS:**

Instead of submitting a three-year LCAP on July 1, 2020, LEAs will at that time submit an update of COVID-19 related impacts on students. The COVID-19 Operations Written Report for 2019-2020 is attached.

**PRESENTER:**

Katherine Wright, Superintendent

**COST AND FUNDING SOURCES:**

No cost to the District to provide the written report

**RECOMMENDATION:**

That the Board approves the COVID-19 Operations Written Report

Time allocated: 5 minutes

# COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
River Delta Joint Unified School District	Katherine Wright, Superintendent	<a href="mailto:kwright@rdusd.org">kwright@rdusd.org</a> ; 707-374-1711	June 23, 2020

**Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.**

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

RDUSD was forced to make significant changes to its program offerings in response to school closures to address the COVID-19 emergency. Every teacher was expected to learn how to create and manage their students' reinforcement activities and assignments through Google Suite and Class DoJo. Our interactive and engaging components to education through labs, shops, and theaters were abruptly halted. Every teacher and support staff member quickly learned how to use Zoom to meet with each other, participate in professional development and gather their students to provide new instruction for their students. The setting of our instructional programs was suddenly changed from a school facility to the private homes of our teacher and instructional aides and included the interruptions of our teachers and staff members' school-aged children. New instruction through Zoom suddenly needed to be provided for an expanded number of hours which on average days lasted from 8am-8pm. With no effective way to observe and provide immediate feedback to students practicing the new concepts after new instruction was provided, teachers and aides were forced to provide their personal cell number so their students could send a picture of their classwork in a text message. With approximately 20% of our student population unable to access the internet even if a hotspot were provided, teachers, aides and site administrators needed to prepare printed packets of reinforcement activities coupled with detailed written instruction about the new concepts. For students and parents who did not know to read, this presented an equity issue. Teachers and aides had to resort to recording instruction and burning it onto a DVD. Unfortunately, not all families own a DVD player. Even after implementing multiple efforts to connect all students digitally, access and equity issues still existed. This factor forced RDUSD to adopt a grading policy that provided each student with a Pass for all classes.

**Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.**

RDUSD sent out a district-wide memo to all teachers and principals, including lists of distance learning resources for integrated and designated ELD, reminding all teaching staff that designated and integrated ELD continues to be required during distance learning. The EL Coordinator met with all ELD teachers at each site to determine their needs and to ensure that they were a resource for staff on their campuses. ELD teachers are continuing to support their students in their ELD classes, as well as supporting their colleagues who are serving EL students. Programs like Flip Grid are being used for students to practice and receive feedback on language.

All students who did not have technology at home were provided a Chromebook for distance learning. Hotspots were obtained and linked with with an internet service provider and then made available for families that were unable to connect into the internet otherwise, although even with the hotspots, there are rural areas where internet access is still unobtainable. For these families, physical distance learning packets were put

together in addition to phone call check-ins from their teachers and school principals. The Migrant Ed aides in the district have continued to reach out to migrant families to support their students. Beyond teaching staff, instructional assistants, and school counselors, the after-school program staff members have also remained available to support students through individual Zoom tutoring sessions and phone calls. Migrant summer school will be held via distance learning in June.

**Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.**

With the closure of schools, effective March 16, 2019, RDUSD teachers began to prepare supplemental learning packets for distribution to families. Those packets contained nine days' worth of instructional resources for students. The materials included were supplemental and review resources. Beginning Wednesday, April 1, 2020, Teachers were given instruction as to how to access and utilize Board Adopted Curriculum-Based Online Program (Wonders, Study Sync, Think Central, Big Ideas, Twig, & Pearson) Clever, Google Suite, We Video, and Zoom platforms for the purposes of facilitating staff collaboration and the delivery of distance learning. Teachers were provided voluntary training opportunities April 1-3. These trainings included Zoom 101, Google Classroom 101 and Clever 101. Additionally, the District website was updated to include a distance learning page, with links and support information for students, parents and teachers. Beginning Tuesday, April 14, 2020, Teachers began to review their pacing guides and long-term instruction plans as well as plan for the content and instruction they decided to both develop and provide through their virtual classroom. Special education teachers worked collaboratively with the content area teachers to provide equitable and appropriate education for our students with special needs. Teachers worked with administrators to ensure that students unable to obtain internet access were identified and then provided the option for written instructions and paper copies of assignments. Teachers were provided a full training schedule for the week of April 14-17. These voluntary trainings were provided as a resource and support for educators embarking on this new journey of Distance Learning. Additionally, parents were offered support classes for online platforms to support their efforts to ensure their child's full participation in his/her virtual classroom. All trainings offered to support distance learning were uploaded to the District webpage following the conclusion of each training to be utilized and referenced as ongoing resources.

**Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.**

River Delta Unified School District has been providing Grab-and-Go lunch and breakfast meals at six sites: Rio Vista High School, DH White Elementary, Isleton Elementary, Walnut Grove Elementary, Bates Elementary and Delta High School. The district is operating the Seamless Summer Feeding Program that generally runs every summer. Non-congregant meal service began on March 17, 2020. The geographic area of the River Delta USD stretches for 50 miles across Sacramento, Solano and Yolo counties from Rio Vista to Clarksburg, CA. There are a large number of migrant farming communities within the region that are remote. A number of district families do not have transportation to the approved feeding centers to participate in the drive-thru meal service. Therefore, the district has also been providing meals at locations along the bus routes. The bus route deliveries started on March 24, 2020. In order to maintain the social distancing practices that align with CDE recommendations, staff wear masks and gloves when handing out the meals. When a family arrives at the designated drive-thru location, the family identifies how many RDUSD students they need meals for. The meal packages are placed on a table, the staff backs up 6 feet, and the recipient picks up the bagged meals and returns to their vehicle. For the bus route procedures: The driver arrives at the specific locations on the bus route with the prepared meals. The meal distribution at each location generally occurs the same time each day. When the children see the delivery vehicle pull up, they wait for the driver to place the number of student meals in the trunk area of the vehicle. The parent and/or student retrieves the meals needed. District administrators and board members reach out to River Delta's communities during these daily deliveries to continue to assess the student needs.

**Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.**

In an effort to create plans to execute the Governor's Executive Order, the Director of Educational Services had a meeting with both the Principal of Isleton Elementary School and State preschool as well as the Principal of Walnut Grove Elementary School and the Director of Beyond the Bell, the after school care program for River Delta Unified School District. Upon meeting, the team discussed the necessary protocols required to support being able to provide childcare for students during ordinary school hours. During those meetings it was determined that staffing to student ratios would need to be adjusted to account for groups smaller than ten participants including staff members. It was determined that staff members would need to rotate in shifts in order to cover the student to staff ratios and additional custodial staff would need to be on site in the evenings for deeper levels of sanitation.

It was also identified that additional sanitation and cleaning efforts would be necessary, requiring 2 additional roving staff members to support the environment. Appropriate facilities to provide a social distance of six feet between students was also discussed and planned for. The program would be housed at Walnut Grove Elementary School. Drop off and pick up locations were designated to the back of the campus to avoid unnecessary exposure and cross contamination. Meal deliveries and eating areas were designated to the after-school program classroom. Equipment usage as well as personal safety equipment necessity was also planned. The two Roving staff members would support sanitation of toys and equipment would also be necessary.

California Department of Education  
May 2020

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X\_\_\_\_\_

From: Katherine Wright, Superintendent

Item Number: 13.\_\_\_\_\_

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

**SUBJECT:**

Request to approve Resolution #790 beginning July 1, 2020 authorizing designees to sign contracts and have authorization to sign change orders to Katherine Wright, Superintendent; Sharon Silva, Chief Business Officer; Alicia Fernandez, Board Member; Don Olson, Board Member and Marilyn Riley, Board Member

**BACKGROUND:**

This action is required whenever there is a change in positions.

**STATUS:**

Sharon Silva was approved to serve as the Chief Business Officer for River Delta Unified School District. See attached Resolution #790

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Sharon Silva, Chief Business Officer

**COST AND FUNDING SOURCES:**

None

**RECOMMENDATION:**

Request to approve Resolution #790 authorizing designees to sign contracts and have authorization to sign change orders to Katherine Wright, Superintendent; Sharon Silva, Chief Business Officer; Alicia Fernandez, Board Member; Don Olson, Board Member and Marilyn Riley, Board Member

Time allocated: 2 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 790**

**Resolution Authorizing Designees to Sign Contracts  
and Authorization to Sign Change Orders**

**BE IT RESOLVED** by the Board of Trustees of the River Delta Unified School District orders that Katherine Wright, Superintendent; Sharon Silva, Chief Business Officer; Alicia Fernandez, Board Member; Don Olson, Board Member and Marilyn Riley, Board Member, whose signatures are appended to this resolution, are hereby authorized and empowered to sign orders for the legally authorized legal and financial and construction transactions of the school district, and change orders not to exceed ten percent of the total project costs.

**BE IT FURTHER RESOLVED AND ORDERED** that all such orders shall be on forms prescribed by the River Delta Unified School District Board of Trustees of said District, the Sacramento County Superintendent of Schools, or other County or State offices.

**BE IT ALSO RESOLVED AND ORDERED** that this resolution supersedes all previous resolutions made by the River Delta Unified School District and the Board of Trustees of said District to sign orders for the legally authorized expenses of the District.

**PASSED AND ADOPTED** the 23<sup>th</sup> day of June, 2020, by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:  
NOES:  
ABSENT:

**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. 790, adopted by the said Board at a meeting thereof held at a public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_ June 23, 2020  
Marilyn Riley, Clerk (Date)  
Board of Trustees  
River Delta Unified School District

**SIGNATURES OF AUTHORIZED EMPLOYEES:**

\_\_\_\_\_, Katherine Wright, Superintendent

\_\_\_\_\_, Sharon Silva, Chief Business Officer

\_\_\_\_\_, Alicia Fernandez, President, Board of Trustees  
(Board Member)

\_\_\_\_\_, Don Olson, Vice President, Board of Trustees  
(Board Member)

\_\_\_\_\_, Marilyn Riley, Clerk, Board of Trustees  
(Board Member)

End

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X\_\_\_\_\_

From: Elizabeth Keema-Aston

Item Number: 14.\_\_\_\_\_

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

**SUBJECT:**

Request approve Resolution #791 beginning July 1, 2020 authorizing designees to sign District payroll orders and request for payments to vendors to Katherine Wright, Superintendent, and Sharon Silva, Chief Business Officer

**BACKGROUND:**

This action is required whenever there is a change in positions.

**STATUS:**

Sharon Silva was approved to serve as the Chief Business Officer for River Delta Unified School District. See attached Resolution #791

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Sharon Silva, Chief Business Officer

**COST AND FUNDING SOURCES:**

None

**RECOMMENDATION:**

That the Board approve Res. #791 (by roll call vote) Authorizing Designees to Sign District Payroll Orders and Requests for Payments to Vendors to Katherine Wright, Superintendent; Sharon Silva, Chief Business Officer.

Time allocated: 2 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT  
RESOLUTION No. 791**

**Resolution Authorizing Designees to Sign  
District Payroll Orders and Requests for  
Payments to Vendors**

**BE IT RESOLVED AND ORDERED BY** the Board of Trustees of the River Delta Unified School District that effective July 1, 2020, Katherine Wright, Superintendent and Sharon Silva, Chief Business Officer, whose signatures appear below, are hereby authorized and empowered to sign District payroll orders and manual payroll warrant reports; and,

**ADDITIONALLY, BE IT RESOLVED AND ORDERED BY** the Board of Trustees of the River Delta Unified School District that effective July 1, 2019, Katherine Wright, Superintendent and Sharon Silva, Chief Business Officer, whose signatures appear below, are hereby authorized and empowered to sign District accounts payable check listings and manual accounts payable warrant reports.

**BE IT FURTHER RESOLVED AND ORDERED** that all such orders shall be on forms prescribed by the River Delta Unified School District, the Sacramento County Superintendent of Schools, or other County or State offices; and,

**BE IT ALSO RESOLVED AND ORDERED** that this resolution supersedes all previous resolutions made by the Board of Trustees of the River Delta Unified School District to sign District payroll orders and requests for payments to vendors.

**PASSED AND ADOPTED** the 23<sup>th</sup> day of June, 2020 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:  
NOES:  
ABSENT:

**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. 791 adopted by the said Board at a meeting thereof held at a 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

\_\_\_\_\_  
June 23, 2020  
(Date)

**SIGNATURES OF AUTHORIZED EMPLOYEES:**

\_\_\_\_\_, Katherine Wright, Superintendent

\_\_\_\_\_, Sharon Silva, Chief Business Officer



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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X\_\_\_\_\_

From: Katherine Wright, Superintendent

Item Number: 15.\_\_\_\_\_

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

**SUBJECT:**

Request to approve Resolution #792 beginning July 1, 2020 identifying District representatives authorized to execute documents related to construction to Katherine Wright, Superintendent, and Sharon Silva, Chief Business Officer

**BACKGROUND:**

This action is required whenever there is a change in positions.

**STATUS:**

Sharon Silva was approved to serve as the Chief Business Officer for River Delta Unified School District. See attached Resolution #792

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Sharon Silva, Chief Business Officer

**COST AND FUNDING SOURCES:**

None

**RECOMMENDATION:**

That the Board approve Res. #792 (by roll call vote) Identifying District Representatives Authorized to Execute Documents Related to Construction to Katherine Wright, Superintendent, and Sharon Silva, Chief Business Officer

Time allocated: 2 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 792**

**IDENTIFYING DISTRICT REPRESENTATIVES AUTHORIZED  
TO EXECUTE DOCUMENTS RELATED TO CONSTRUCTION**

**WHEREAS**, the Board of Trustees will be requesting funding of one or more School Facility Program projects pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et Seq. of the Education Code; and

**WHEREAS**, the Board of Trustees is required to identify the District Representatives that will certify documents and act as liaison with the State Allocation Board; and

**WHEREAS**, the Board of Trustees has identified the following individuals as the District Representatives:

- ◆ Katherine Wright
- ◆ Sharon Silva

**WHEREAS**, the District Representatives has been directed to review all school sites for modernization eligibility and update the eligibility on an annual basis when applicable;

**WHEREAS**, the District Representative has been directed to review the District's new construction eligibility and update the eligibility on an annual basis when applicable;

**NOW, THEREFORE**, the Board of Trustees authorizes the District Representative to execute documents as necessary to carry out the provision of this resolution.

**PASSED AND ADOPTED** the 23<sup>th</sup> day of June, 2020 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:  
NOES:  
ABSENT:

**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. 792 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

June 23, 2020  
\_\_\_\_\_  
(Date)

End

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 16

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

**SUBJECT:**

Request to approve Resolution #793 where the Board of Trustees for the River Delta USD ordering a School Bond Election on behalf of School Facilities Improvement District No. 1 (SFID#1), Establishing Specifications of the Election Order, and Requesting Consolidation with other Elections occurring on November 3, 2020

**BACKGROUND:**

School district classrooms and buildings were built more than 90 years ago and are in urgent need of basic repairs and safety upgrades; including broken plumbing and bathrooms, leaky roofs, aging electrical systems, outdated wiring for computer technology, and limited access for the disabled.

**STATUS:**

The Board of Trustee must adopt a resolution ordering a School Bond Election on behalf of School Facilities Improvement District No. 1, Establishing Specification of the Election Order, and Requesting Consolidation with other Elections occurring on November 3, 2020.

**PRESENTER:**

Katherine Wright, Superintendent

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board adopts Resolution #793 ordering a School Bond Election on behalf of School Facilities Improvement District No. 1

Time allocated: 4 minutes

**RESOLUTION NO. 793**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
RIVER DELTA UNIFIED SCHOOL DISTRICT  
ORDERING A SCHOOL BOND ELECTION ON BEHALF OF SCHOOL FACILITIES  
IMPROVEMENT DISTRICT NO. 1,  
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND  
REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON  
NOVEMBER 3, 2020**

**WHEREAS**, the River Delta Unified School District (the “School District”) is a unified school district serving preschool through 12<sup>th</sup> grade, duly organized under the laws of the State of California;

**WHEREAS**, the Board of Trustees (the “Board”) of the School District is authorized to order elections within the School District, including elections within the territory identified as School Facilities Improvement District No. 1 (“SFID No. 1”), and to designate the specifications thereof, pursuant to Education Code Sections 5304 and 5322;

**WHEREAS**, the Board is further authorized to order elections, upon a two-thirds vote of the Board, to pursue the authorization and issuance of bonds by a 55% vote of the electorate on the question of whether bonds of SFID No. 1 (the “Bonds”) shall be issued and sold for specified purposes, under Article XIII A Section 1 paragraph (b) of the California Constitution (“Article XIII A”) and under the Strict Accountability in Local School Construction Bonds Act of 2000 at Education Code Section 15264 et seq. (the “Strict Accountability Act”);

**WHEREAS**, the Board deems it necessary and advisable to submit a bond measure to the electors that, if approved by the requisite number of electors voting on the measure, would permit the School District to issue the Bonds;

**WHEREAS**, some School District classrooms and buildings were built more than 90 years ago and are in urgent need of basic repairs and safety upgrades; including broken plumbing and bathrooms, leaky roofs, aging electrical systems, outdated wiring for computer technology, and limited access for the disabled;

**WHEREAS**, local students who do not go to college need job skills training, technical knowledge, and specialized skills to compete for good-paying jobs. The Bonds will support career technical education programs, like ones in agriculture and culinary arts, that require equipment, technology, and classroom space to ensure our students can compete in the labor market;

**WHEREAS**, the Bonds will replace or upgrade classrooms, computer technology, vocational training rooms, and build science labs to improve student learning and achievement. The Bonds will provide students with more access to technology and help them develop the vital skills needed to be successful at college and compete in a 21<sup>st</sup> century economy;

**WHEREAS**, many schools in the School District have outdated security and safety features, including aging electrical and fire safety systems, as well as inadequate safety lighting,

fencing, and emergency communications systems. The Bonds will allow schools in the School District to make basic security upgrades, that will help keep our children safe;

**WHEREAS**, expenditures from the Bonds will upgrade aging schools and classrooms will help maintain quality schools with excellent teachers. Good local schools will keep our neighborhoods desirable places to live, protecting everyone’s property values, even those without kids in schools;

**WHEREAS**, the Bonds will ensure that our schools are able to retain and attract quality teachers. By upgrading and building new classrooms, the best teachers will want to teach in our community because classrooms will be up-to-date and have greater access to new technology to support 21<sup>st</sup> century instruction needs;

**WHEREAS**, expenditure of the Bonds will be done with strict accountability requirements including a citizens’ oversight committee and independent annual financial and performance audit. All funds will stay local and cannot be taken by the State Government; and

**WHEREAS**, under Section 10403 et seq. of the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 3, 2020 in the same territory or in territory that is in part the same.

**NOW, THEREFORE**, the Board does hereby resolve, determine, and order as follows:

1. **Election Order; Ballot Measure.** Pursuant to Education Code Sections 5304, 5322 and the Strict Accountability Act and Article XVI, Section 18(b) of the California Constitution, an election shall be held within the boundaries of SFID No. 1 of the School District on November 3, 2020, submitting to the voters of SFID No. 1 the question of whether Bonds of the School District, in the amount of \$45,700,000 shall be issued and sold for the purposes of improving the quality of education in local schools and protecting the safety of the students of the School District. Specifically, Bond proceeds shall be utilized for the purposes authorized by the Constitution and laws of the State of California, all as identified in the full text of the ballot measure, set forth in **Exhibit A** attached hereto and incorporated herein by reference, under the heading “School Facilities Projects to Be Funded with Proceeds of Bonds” (the “Bond Projects”). The Bonds proposed to be issued and sold shall bear interest at a rate not exceeding the statutory limit and may be issued and sold up to the maximum number of years consistent with the underlying statutory authority for the issuance and sale of the Bonds.

2. **Use of Bond Proceeds; Certification of Evaluations; Audit Requirements.**

a. **Use of Bond Proceeds.** Proceeds from the sale of the Bonds may be used only for the purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution.

b. **Certification of Evaluations.** The Board hereby certifies that it evaluated safety, class size reduction, and information technology needs in developing the list of the Bond Projects.

c. **Completion of Facilities.** Certain Bond Projects may require state matching funds. State matching funds may be subject to appropriation by the Legislature or approval of a statewide bond measure.

d. Performance Audit. Pursuant to Article XIII A, section 1(b)(3), the Board shall conduct an annual, independent performance audit to ensure that the Bond funds have been expended only on the specific Bond Projects listed.

e. Financial Audit. Pursuant to Article XIII A, section 1(b)(3), the Board shall conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of the proceeds have been expended for the Bond Projects listed.

f. Annual Report. Pursuant to Government Code section 53411, the Chief Financial Officer of the School District shall issue an annual report to the Board containing the amount of funds collected and expended as well as the status of the Projects authorized in the Bond Projects. The School District's adopted budget or Audit Report will suffice for this purpose.

3. Accountability Requirements. The School District hereby finds or directs that:

a. Purpose. The purpose of the Bonds is to fund the Bond Projects, as listed in **Exhibit A**; and

b. Proceeds. The bond proceeds shall only be used on the Bond Projects as listed in **Exhibit A**.

4. Vote Required. Pursuant to Section 18(b) of Article XVI and Section 1 of Article XIII A of the California Constitution, the bond measure shall become effective only upon the affirmative vote of fifty-five percent (55%) of those SFID No. 1 voters voting on the measure.

5. County Registrars of Voters to Conduct Election. Pursuant to Education Code Section 5303, the Sacramento County and Solano County Registrars of Voters are hereby requested to take all steps to prepare for and hold the election within the boundaries of the SFID No. 1 in accordance with law and these specifications.

6. Consolidation with Other Elections. Pursuant to Sections 5342, 15121, and 15266 of the Education Code and part 3 (commencing with Section 10400) of Division 10 of the Elections Code, the Sacramento County Board of Supervisors and the Solano County Board of Supervisors are requested to order consolidation by the County of the school bond election with the other elections to be held on the same day in the same territory or in territory that is in part the same. Pursuant to Section 10403 of the Elections Code, the Board hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the Elections Code.

7. Form of Election. The Board hereby authorizes the election to be conducted by (a) use of polling places and vote by mail voting or (b) wholly by mail, as determined appropriate by the Sacramento County and Solano County Registrar of Voters, in consultation with the School District.

8. Canvass of Returns. The Sacramento County Board of Supervisors and the Solano County Board of Supervisors are authorized to canvass the returns of the election pursuant to Section 10411 of the Elections Code.

9. **Services of Registrars of Voters.** Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Sacramento County Board of Supervisors and Solano County Board of Supervisors are requested to permit the respective County Registrars of Voters to render all services incident to the preparation for and holding of the election, for which services the School District agrees to reimburse the County with such services to include the publication of a notice of school bond election, and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code) pursuant to the terms of Section 5363 of the Education Code and the Elections Code.

10. **Brief Statement of the Bond Measure.** A brief statement of the bond measure is included in **Exhibit A** under the heading “Brief Statement of the Measure.” The School District hereby requests the Sacramento County and Solano County Registrars of Voters publish the brief statement of the bond measure, as appropriate, and to designate the measure on the ballot by a letter printed on the left margin of the square containing the brief statement of the measure as provided in Section 13116 of the Elections Code.

11. **Full Text of the Measure.** The School District hereby requests the Sacramento County and Solano County Registrar of Voters to publish the full text of the measure which is set forth in its entirety at **Exhibit A** (including the “Brief Statement of the Measure”), attached hereto and incorporated herein by reference, in the ballot materials as appropriate.

12. **Specifications of the Election Order.** The foregoing specifications of the election order are made pursuant to Section 5322 of the Education Code.

13. **Delivery of Specifications of the Election Order.** The School District’s Superintendent is hereby directed to deliver a certified copy of this Resolution and the tax rate statement to the Sacramento County and Solano County Registrars of Voters and a copy of this Resolution to the Sacramento County and Solano County Boards of Supervisors.

14. **General Authorization with Respect to the Bond Election.** The members of the School District’s Board, the Superintendent and the other officers of the School District are hereby authorized and directed, individually and collectively, without further review and action by the Board, to do any and all things, to execute, deliver, and perform any and all agreements and documents they deem necessary or advisable in order to effectuate the purposes of this Resolution, including, without limitation, to prepare and submit for inclusion in the voter information pamphlet an argument in favor of passage of the ballot measure. All actions heretofore taken by the officers and agents of the School District that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

15. **Encumbrance of Bond Funds.** For the purpose of making bond funds unavailable as rent within the meaning of Education Code Section 17032, the Board hereby encumbers all funds to be generated by the sale of the Bonds in order to pay for the acquisition and construction of the Bond Projects authorized by the ballot measure.

16. **Citizens’ Oversight Committee.** The Citizens’ Oversight Committee for SFID No. 1 shall operate for the purpose of ensuring that the proceeds of the Bonds are spent only for the specific purposes and projects identified in this Resolution.

17. **Official Intent to Reimburse Expenditures.** The School District intends to undertake the acquisition, construction, renovation, furnishing, and equipping of the Bond Projects as described in **Exhibit A**. The School District intends to use the proceeds of its general obligation bonds described in this Resolution to finance the Bond Projects. The School District may pay certain capital expenditures (the “Reimbursement Expenditures”) in connection with the Bond Projects prior to the issuance of the Bonds. The School District reasonably expects that Bonds in an amount not to exceed \$45,700,000 will be issued by it for the purpose of financing the Bond Projects on a long-term basis and that certain of the proceeds of such debt obligations may be used to reimburse the School District for the Reimbursement Expenditures.

The Board hereby declares the School District’s official intent to use a portion of the proceeds of the Bonds to reimburse the School District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations Section 1.150-2.

18. **Tax Rate Statement.** The Board hereby approves the form of the tax rate statement attached hereto as **Exhibit B** and incorporated herein by reference. The School District hereby requests the County to publish the tax rate statement contained in **Exhibit B**.

19. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

*[Remainder of this page intentionally left blank.]*



This Resolution of the Board of Trustees of the River Delta Unified School District Ordering a School Bond Election on behalf of School Facilities Improvement District No. 1, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections is approved, passed, and adopted on June 23, 2020, by the River Delta Unified School District Board of Trustees by the following vote:

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

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

\_\_\_\_\_  
ALICIA FERNANDEZ, President  
Board of Trustees  
River Delta Unified School District

**ATTEST:**

\_\_\_\_\_  
KATHERINE WRIGHT  
Superintendent

**EXHIBIT A**

**FULL TEXT OF THE MEASURE**

Upon the passage of Measure \_\_\_\_\_, the River Delta Unified School District (“School District”) on behalf of School Facilities Improvement District No. 1 (“SFID No. 1”) shall be authorized to issue bonds in the aggregate amount of \$45,700,000 (the “Bonds”), bearing interest at rates not exceeding the statutory limit, for the purpose of funding the school facilities projects listed below under the heading “School Facilities Projects to Be Funded with Proceeds of Bonds” (the “Bond Projects”).

**Bond Accountability Measures**

The Board certifies that it evaluated safety, condition of aging classrooms and schools, class size reduction, career technology, and information technology needs in developing the list of the Projects set forth below.

The Board will conduct financial and performance audits annually to account for the Bond funds and for their expenditure on the specific authorized projects.

The Board will appoint a citizens’ oversight committee (the “Citizens’ Oversight Committee”) having a minimum of seven members and including at least one member active in a business organization representing the business community located within the School District, one member active in a senior citizens’ organization, one member active in a bona fide taxpayers’ organization, one member who is the parent or guardian of a child enrolled in the School District, and one member who is both a parent or guardian of a child enrolled in the School District and active in a parent-teacher organization.

The Project List set forth below describes the specific projects the School District proposes to finance with proceeds of the Bonds.

Proceeds from the sale of bonds authorized by this measure shall be used only for the construction, reconstruction, rehabilitation, removal, or replacement, along with related costs of school facilities as set forth herein, including the furnishing and equipping of said school facilities, or the acquisition or lease of real property for said school facilities.

**School Facilities Projects to Be Funded with Proceeds of Bonds**

In order to meet all identified facility needs, the School District intends to complete Projects using a combination of funding sources. These sources may include joint-use funds, development impact fees, state funds, and other available funds. The School District will pursue state matching funds if and when they become available, and if received, they will be used for Projects on this list of authorized Projects or other high priority capital outlay expenditures as permitted in Education Code section 17070.63(c).

It is the intent of this Resolution to generate funds for the construction, reconstruction, modernization, repair, and upgrade of schools serving School District students in SFID No. 1 as identified in the attached map (see “Exhibit A-1”).

Specific Projects which may be funded by the Bonds shall include the following:

### **Infrastructure and Systems**

- Repair/replace/upgrade drinking water systems to ensure safe drinking water. These systems may include additional wells and well filtration systems.
- Install and/or replace/repair/upgrade fire water systems. These systems may include fire hydrants, backflow prevention systems, double decker valves, fire sprinklers, and appurtenant infrastructure.
- Install/update/replace/repair fire and life safety systems as required by current codes and/or the Division of the State Architect. These systems could include, but are not be limited to: Ansul systems; door hardware; fire suppression systems; remove unrated space; upgrade existing spaces for fire safety; kitchen and kitchen equipment upgrades, etc.
- Replace/repair/upgrade electrical systems to current standards.
- Install and/or replace/repair/upgrade equipment and technology systems necessary for student learning, efficient operations, increased capacity and/or processing speed. These systems may include but are not limited to wiring for computer systems and internet.
- Replace/repair/upgrade heating, air conditioning, and ventilation systems with new energy efficient systems.
- Replace/repair/upgrade emergency power systems.
- Install and/or replace/repair/upgrade security systems. These systems may include fencing, gates, video surveillance cameras, security alarms, security bars, door hardware, blackout curtains, and other security measures.
- Replace/repair/upgrade interior and exterior lighting systems and controls.
- Replace/repair/upgrade public address, intercom, clock, bell, telephone and/or VOIP systems.
- Install updated energy management systems, to promote energy efficiency and cost reduction.

### **Building and Grounds**

- Replace/repair/upgrade roof and roof drainage systems including but not limited to eliminating leaky roofs. Replace damaged areas due to dry rot.
- Repair/replace/upgrade deteriorating sewer and gas lines.

- Upgrade seismic, structural, and fire-life safety systems.
- Constructions of science laboratories.
- Replace/repair/upgrade plumbing systems, including repair/removal/replacement of boiler systems.
- Upgrade student and staff restrooms to current standards including accessibility.
- Install/update/replace/repair American Disability Act systems as required by current codes and/or the Division of the State Architect. These systems could include, but are not limited to: accessible ramps to portable classrooms; detectable warning surface on paving edge; install/repair handrails; install/replace signage; install curb ramps; install accessible doors; install/repair accessible restrooms, for both students and staff; install/repair accessible drinking fountains; install/repair site asphalt and/or concrete for path of travel, parking and accessibility; field improvements related to restrooms, accessibility and viewing, etc.
- Replace/repair/upgrade security/surveillance systems, add additional systems where needed.
- Upgrade of classrooms and facilities at any School District school site within SFID No. 1 boundaries.
- Repair/replace/upgrade/remove portable classrooms.
- Improve and upgrade school sites through necessary site work including but not limited to; excavation and/or grading, removal of obsolete portable classrooms and other outdated systems, installation of landscaping, and construction and paving of pathways.
- Repair/replace/upgrade window and flashing systems.
- Repair/replace/upgrade stucco and siding.
- Replace/repair/upgrade/construct library, multi-purpose, cafeteria, gymnasium, athletic, field, classroom, office and support spaces, and/or computer lab facilities.
- Repaint/upgrade interior finishes
- Repaint building exteriors.
- Replace/repair/upgrade flooring systems.
- Asbestos, mold, and lead abatement or encapsulation.
- Upgrade and improve scope in the flood plain to protect existing and new facilities.

### **Parking, Emergency Vehicle and Access Roads, Asphalt Hardcourts**

- Replace/repair/upgrade asphalt paving, including correction of drainage problems. Replace asphalt systems site-wide as necessary.
- Repair/upgrade and/or expand school site parking, roadways, grounds and other infrastructure such as utility systems, including installing exterior lighting, repairing pathways, walkways, ADA access ramps and related landscaping

### **Play Fields, Sports Facilities, and Play Structures**

- Replace/repair/upgrade/improve safety of physical education, sports facilities, and play structures and fall zone surfacing.
- Replace/repair/upgrade athletic and recreation fields/courts and hardscape areas, including automating irrigation systems.
- Replace/repair/upgrade athletic facilities such as press box and bleachers.

The need for each of these Projects, as well as others, is specified and detailed in the **River Delta Unified School District Facility Condition Assessment Report (the “Report”)** dated October 13, 2019 and incorporated herein by reference. Additional Projects not specified above may be necessary based on the Report. These additional Projects include work identified in the Report, to the extent it serves SFID No. 1. Such additional Projects include, but are not limited to, the acquisition of land, instructional, maintenance and operational furniture and equipment; preparation of all facilities planning and project implementation studies, feasibility and assessment reviews, master planning, and environmental studies; acquisition of temporary housing for displaced programs or activities caused or necessitated by construction projects, and construction, repairs, and improvements in the event of unforeseen emergencies or other circumstances in order to permit the continuance of existing educational services or to avoid danger to life or property; other work necessary to satisfy the requirements of the Division of State Architect or other State laws, codes, and regulations.

### **Bond Program Management Costs**

Project expenditures may also include:

- **Program Costs:** Staffing and other general and administrative costs to manage and execute the Bond Program.
- **Escalation Reserve:** Reserve for unforeseen inflation costs.
- **Program Reserve:** Reserve for unanticipated scope costs or for unanticipated opportunities to enhance Project scope or schedules.

Further, each Project is assumed to include its share of costs of the election and Bond issuance, architectural, engineering, and similar planning costs, construction management, Bond Project staff, staff training expenses associated with new Bond-funded equipment and systems, and a customary contingency for unforeseen design and construction costs.

For any of the Bond Projects described above with respect to construction at an existing School District site, the School District is authorized to identify an alternate site and/or acquire land for such purpose and construct the approved Project at such site if the School District has determined that the existing site does not satisfy the requirements of the Division of State Architect or other State laws, codes, and regulations, including, but not limited to hazardous substances, applicable to school district properties.

The final cost of each Project will be determined as plans are finalized and Projects are completed. Based on the final costs of each Project, certain of the Projects described above may be delayed or may not be completed. The allocation of Bond proceeds may also be affected by the final costs of each Project.

Necessary site preparation/grading/restoration may occur in connection with new construction, reconstruction, modernization, renovation, rehabilitation or replacement, furnishing and equipping, including ingress and egress, removing, replacing or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, leases, licenses, or rights of way to the property.

### **Additional Specifications**

Listed Projects, including repairs, improvements, rehabilitation projects, and upgrades, will be completed only as feasible, and the list of Projects does not imply a particular prioritization among such improvements. Such prioritization remains within the province of the Board of Education by subsequent action. The Projects may be completed at any and all school sites where such Project is determined necessary. Where economically feasible, buildings, fixtures, and equipment may be replaced rather than modernized, renovated, or repaired.

Single Purpose. All of the purposes enumerated in this Bond measure shall be united and voted upon as one single measure, pursuant to Section 15100 of the Education Code, and all the enumerated purposes shall constitute the specific single purpose of the Bonds and proceeds of the Bonds shall be spent only for such purpose.

Other Terms of the Bonds. When sold, the Bonds shall bear interest at an annual rate not exceeding the statutory maximum. The Bonds may be issued and sold in several series, and in accordance with a plan of finance determined by the Board pursuant to requirements of law.

Project Requiring State Matching Funds. Approval of Measure \_\_\_ does not guarantee that the proposed Projects that are the subject of Bonds under Measure \_\_\_ will be funded beyond the local revenues generated by Measure \_\_\_. Some of the School District's Projects may assume the receipt of state matching funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure.

### **BRIEF STATEMENT OF THE MEASURE\***

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**RIVER DELTA UNIFIED SCHOOL DISTRICT SFID NO. 1 REPAIR MEASURE**

“To upgrade schools, retain/attract quality teachers by repairing leaky roofs; removing asbestos/mold; building science labs; updating aging technology, fire/drinking water safety; repairing, constructing, equipping/acquiring educational facilities to prepare students for college/careers, shall River Delta Unified School District issue \$45,700,000 in bonds at legal rates levying an estimated 6¢/\$100 of assessed value, averaging \$2,600,000 raised annually while bonds are outstanding, requiring audits, citizens' oversight/ all funds used locally, be adopted?”

Bonds—Yes

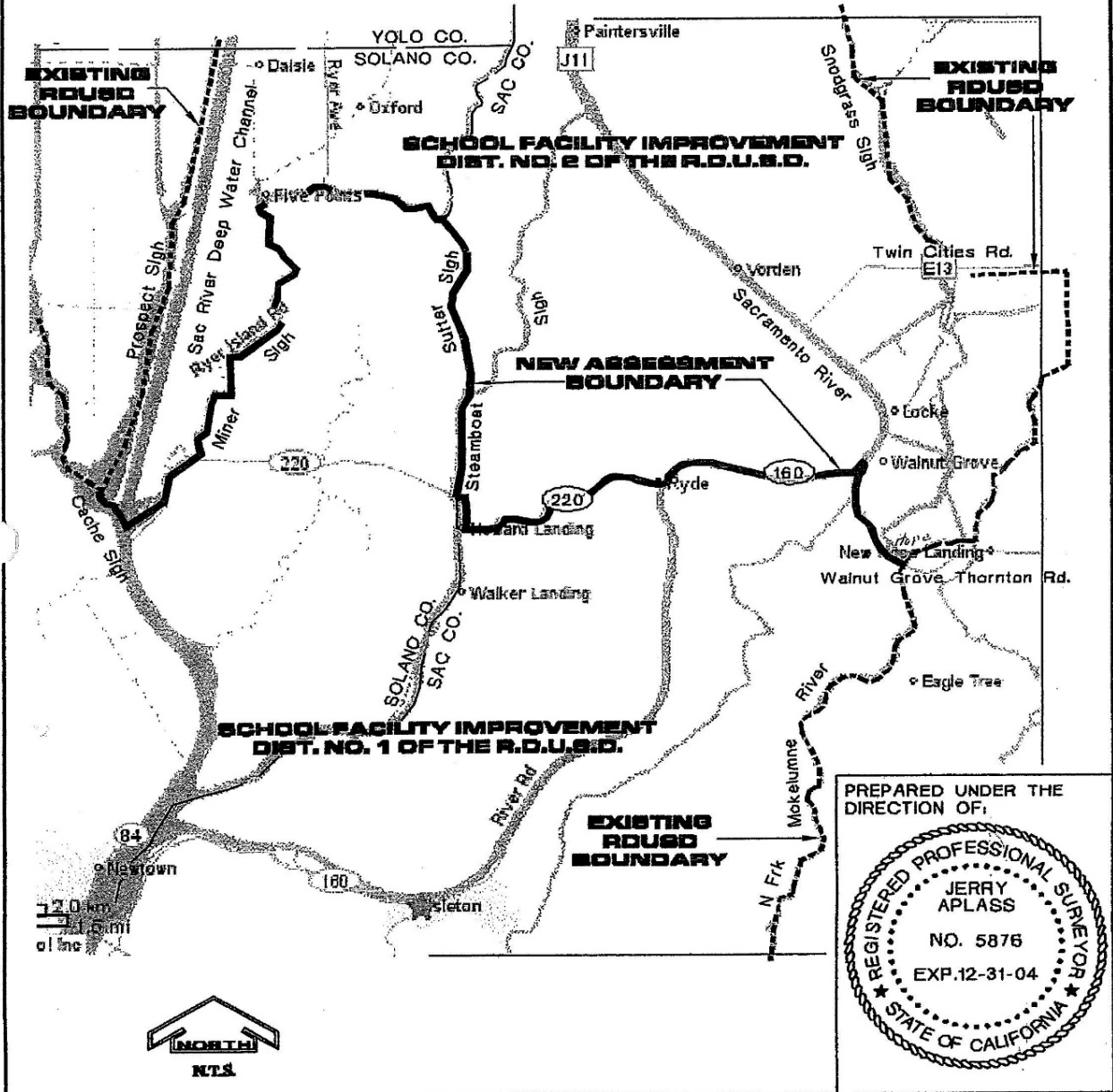
Bonds—No

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*\*As required pursuant to Education Code Section 5322 and Elections Code Section 13247.*

# EXHIBIT "A-1"



## RIVER DELTA UNIFIED SCHOOL DIST. Adjusted Assessment Boundary

**B BURRELL CONSULTING GROUP INC.**

1001 ENTERPRISE WAY, SUITE 100  
ROSEVILLE, CA. 95678  
PH (916) 783-8898  
FAX (916) 783-8772

SCALE: N.T.S.	DATE: 6/9/04
DRAWN BY: ERK	REVISED: 6/16/04
APPROVED BY: JVA	DWG: MAP
<small>DATE PLOTTED: 6/16/04</small>	<small>SCALE: 1/8" = 1/4" AS SHOWN</small>



**EXHIBIT B**  
**TAX RATE STATEMENT**

An election will be held within the boundaries of School Facility Improvement District No. 1 (“SFID No. 1) of the River Delta Unified School District (the “ School District”) on November 3, 2020, to authorize the sale of up to \$45,700,000 in bonds to upgrade schools, retain/attract quality teachers by repairing leaky roofs; removing asbestos/mold; building science labs; updating aging technology, fire/drinking water safety; repairing, constructing, equipping/acquiring educational facilities to prepare students for college/careers, with local funding that cannot be taken by the State, independent citizen oversight, and all funds used for River Delta Schools within SFID No. 1.

If the bonds are authorized and sold, debt service thereon will be payable from the proceeds of tax levies made upon the taxable property in the SFID No. 1. The following information is provided in compliance with Sections 9400-9405 of the Elections Code of the State of California. It is anticipated that the School District will sell the bonds on behalf of SFID No. 1 in three separate series.

1. The best estimate of the average tax rate which would be required to be levied to fund this bond issue during the life of the bonds, based on estimated assessed valuations available at the time of filing of this statement, is 5.995¢ per \$100 (\$59.95 per \$100,000) of assessed valuation. The final fiscal year in which the tax is anticipated to be collected is 2053- 2054.

2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is 6.0¢ per \$100 (\$60.00 per \$100,000) of assessed valuation which would first occur in fiscal year 2021 – 2022.

3. The best estimate of total debt service, including principal and interest, which would be required to be repaid if all the bonds are issued and sold is \$85,686,013. This estimate is based on assumptions that interest rates will increase over time, and the Bonds will have a maximum term of 30 years per series.

Voters should note that the estimated tax rates are based on the ASSESSED VALUE of taxable property on Sacramento and Solano County’s official tax rolls, not on the property’s market value. Property owners should consult their own property tax bills to determine their property’s assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the School District’s projections and estimates only, which are not binding upon the School District. The actual tax rates, debt service, and the years in which they will apply may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds.

The dates of sale and the amount of bonds sold at any given time will be determined by the School District based on the need for construction funds and other factors, including the legal limitations on bonds approved by a 55% vote. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the School District as determined by the Sacramento County and Solano County Assessors in the annual assessment and the equalization process.

Dated: June 23, 2020

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Katherine Wright  
Superintendent  
River Delta Unified School District

**CERTIFICATION**

I, \_\_\_\_\_, Secretary of the Board of Trustees of the River Delta Unified School District, of Sacramento County, Solano County, and Yolo County California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly approved and adopted by the Board of Trustees of the School District at a meeting held on June 23, 2020, of which meeting all the members of the Board of Trustees had due notice and at which a majority thereof were present, and that at the meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda for the meeting was provided in advance of the meeting, as required by law, to all members of the Board of Trustees and to all media outlets that have requested notification. Further the agenda was posted in advance of the meeting, as required by law, at the School District at 445 Montezuma St, Rio Vista, CA 94571, a location freely accessible to members of the public, and a brief description of the resolution appeared on the agenda.

I have carefully compared the foregoing resolution with the original minutes of the meeting on file and of record in my office, and the foregoing is a full, true, and correct copy of the original resolution adopted at the meeting and entered in the minutes.

Dated: June 23, 2020

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Secretary of the Board of Trustees  
River Delta Unified School District

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 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 #794 where the Board of Trustees for the River Delta USD ordering a School Bond Election on behalf of School Facilities Improvement District No. 2 (SFID#2), Establishing Specifications of the Election Order, and Requesting Consolidation with other Elections occurring on November 3, 2020

**BACKGROUND:**

School district classrooms and buildings were built more than 90 years ago and are in urgent need of basic repairs and safety upgrades; including broken plumbing and bathrooms, leaky roofs, aging electrical systems, outdated wiring for computer technology, and limited access for the disabled.

**STATUS:**

The Board of Trustee must adopt a resolution ordering a School Bond Election on behalf of School Facilities Improvement District No. 2, Establishing Specification of the Election Order, and Requesting Consolidation with other Elections occurring on November 3, 2020.

**PRESENTER:**

Katherine Wright, Superintendent

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board adopts Resolution #794 ordering a School Bond Election on behalf of School Facilities Improvement District No. 2

Time allocated: 4 minutes

**RESOLUTION NO. 794**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
RIVER DELTA UNIFIED SCHOOL DISTRICT  
ORDERING A SCHOOL BOND ELECTION ON BEHALF OF SCHOOL FACILITIES  
IMPROVEMENT DISTRICT NO. 2,  
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND  
REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON  
NOVEMBER 3, 2020**

**WHEREAS**, the River Delta Unified School District (the “School District”) is a unified school district serving preschool through 12<sup>th</sup> grade, duly organized under the laws of the State of California;

**WHEREAS**, the Board of Trustees (the “Board”) of the School District is authorized to order elections within the School District, including elections within the territory identified as School Facilities Improvement District No. 2 (“SFID No. 2”), and to designate the specifications thereof, pursuant to Education Code Sections 5304 and 5322;

**WHEREAS**, the Board is further authorized to order elections, upon a two-thirds vote of the Board, to pursue the authorization and issuance of bonds by a 55% vote of the electorate on the question of whether bonds of SFID No. 2 (the “Bonds”) shall be issued and sold for specified purposes, under Article XIII A Section 1 paragraph (b) of the California Constitution (“Article XIII A”) and under the Strict Accountability in Local School Construction Bonds Act of 2000 at Education Code Section 15264 et seq. (the “Strict Accountability Act”);

**WHEREAS**, the Board deems it necessary and advisable to submit a bond measure to the electors that, if approved by the requisite number of electors voting on the measure, would permit the School District to issue the Bonds;

**WHEREAS**, some School District classrooms and buildings were built more than 90 years ago and are in urgent need of basic repairs and safety upgrades; including broken plumbing and bathrooms, leaky roofs, aging electrical systems, outdated wiring for computer technology, and limited access for the disabled;

**WHEREAS**, local students who do not go to college need job skills training, technical knowledge, and specialized skills to compete for good-paying jobs. The Bonds will support career technical education programs, like ones in agriculture and culinary arts, that require equipment, technology, and classroom space to ensure our students can compete in the labor market;

**WHEREAS**, the Bonds will replace or upgrade classrooms, computer technology, and vocational training rooms to improve student learning and achievement. The Bonds will provide students with more access to technology and help develop the vital skills needed to be successful at college and compete in a 21<sup>st</sup> century economy;

**WHEREAS**, many schools in the School District have outdated security and safety features, including aging electrical and fire safety systems, as well as inadequate safety lighting,

fencing, and emergency communications systems. The Bonds will allow schools in the School District to make basic security upgrades, that will help keep our children safe;

**WHEREAS**, expenditures from the Bonds will upgrade aging schools and classrooms will help maintain quality schools with excellent teachers. Good local schools will keep our neighborhoods desirable places to live, protecting everyone’s property values, even those without kids in schools;

**WHEREAS**, the Bonds will ensure that our schools are able to retain and attract quality teachers. By upgrading and building new classrooms, the best teachers will want to teach in our community because classrooms will be up-to-date and have greater access to new technology to support 21<sup>st</sup> century instruction needs;

**WHEREAS**, expenditure of the Bonds will be done with strict accountability requirements including a citizens’ oversight committee and independent annual financial and performance audit. No money from the Bonds will go towards administrator’s salaries or pensions and all funds will stay local and cannot be taken by the State Government; and

**WHEREAS**, under Section 10403 et seq. of the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 3, 2020 in the same territory or in territory that is in part the same.

**NOW, THEREFORE**, the Board does hereby resolve, determine, and order as follows:

1. **Election Order; Ballot Measure.** Pursuant to Education Code Sections 5304, 5322 and the Strict Accountability Act and Article XVI, Section 18(b) of the California Constitution, an election shall be held within the boundaries of SFID No. 2 of the School District on November 3, 2020, submitting to the voters of SFID No. 2 the question of whether Bonds of the School District, in the amount of \$14,600,000 shall be issued and sold for the purposes of improving the quality of education in local schools and protecting the safety of the students of the School District. Specifically, Bond proceeds shall be utilized for the purposes authorized by the Constitution and laws of the State of California, all as identified in the full text of the ballot measure, set forth in **Exhibit A** attached hereto and incorporated herein by reference, under the heading “School Facilities Projects to Be Funded with Proceeds of Bonds” (the “Bond Projects”). The Bonds proposed to be issued and sold shall bear interest at a rate not exceeding the statutory limit and may be issued and sold up to the maximum number of years consistent with the underlying statutory authority for the issuance and sale of the Bonds.

2. **Use of Bond Proceeds; Certification of Evaluations; Audit Requirements.**

a. **Use of Bond Proceeds.** Proceeds from the sale of the Bonds may be used only for the purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution.

b. **Certification of Evaluations.** The Board hereby certifies that it evaluated safety, class size reduction, and information technology needs in developing the list of the Bond Projects.

c. Completion of Facilities. Certain Bond Projects may require state matching funds. State matching funds may be subject to appropriation by the Legislature or approval of a statewide bond measure.

d. Performance Audit. Pursuant to Article XIII A, section 1(b)(3), the Board shall conduct an annual, independent performance audit to ensure that the Bond funds have been expended only on the specific Bond Projects listed.

e. Financial Audit. Pursuant to Article XIII A, section 1(b)(3), the Board shall conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of the proceeds have been expended for the Bond Projects listed.

f. Annual Report. Pursuant to Government Code section 53411, the Chief Financial Officer of the School District shall issue an annual report to the Board containing the amount of funds collected and expended as well as the status of the Projects authorized in the Bond Projects. The School District's adopted budget or Audit Report will suffice for this purpose.

3. Accountability Requirements. The School District hereby finds or directs that:

a. Purpose. The purpose of the Bonds is to fund the Bond Projects, as listed in **Exhibit A**; and

b. Proceeds. The bond proceeds shall only be used on the Bond Projects as listed in **Exhibit A**.

4. Vote Required. Pursuant to Section 18(b) of Article XVI and Section 1 of Article XIII A of the California Constitution, the bond measure shall become effective only upon the affirmative vote of fifty-five percent (55%) of those SFID No. 2 voters voting on the measure.

5. County Registrars of Voters to Conduct Election. Pursuant to Education Code Section 5303, the Sacramento County, Solano County, and Yolo County Registrars of Voters are hereby requested to take all steps to prepare for and hold the election within the boundaries of the SFID No. 2 in accordance with law and these specifications.

6. Consolidation with Other Elections. Pursuant to Sections 5342, 15121, and 15266 of the Education Code and part 3 (commencing with Section 10400) of Division 10 of the Elections Code, the Sacramento County Board of Supervisors, Solano County Board of Supervisors, and the Yolo County Board of Supervisors are requested to order consolidation by the County of the school bond election with the other elections to be held on the same day in the same territory or in territory that is in part the same. Pursuant to Section 10403 of the Elections Code, the Board hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the Elections Code.

7. Form of Election. The Board hereby authorizes the election to be conducted by (a) use of polling places and vote by mail voting or (b) wholly by mail, as determined appropriate by the Sacramento County, Solano County, and Yolo County Registrar of Voters, in consultation with the School District.

8. **Canvass of Returns.** The Sacramento County Board of Supervisors, Solano County Board of Supervisors and the Yolo County Board of Supervisors are authorized to canvass the returns of the election pursuant to Section 10411 of the Elections Code.

9. **Services of Registrars of Voters.** Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Sacramento County Board of Supervisors, Solano County Board of Supervisors, and the Yolo County Board of Supervisors are requested to permit the respective County Registrars of Voters to render all services incident to the preparation for and holding of the election, for which services the School District agrees to reimburse the County with such services to include the publication of a notice of school bond election, and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code) pursuant to the terms of Section 5363 of the Education Code and the Elections Code.

10. **Brief Statement of the Bond Measure.** A brief statement of the bond measure is included in **Exhibit A** under the heading “Brief Statement of the Measure.” The School District hereby requests the Sacramento County, Solano County, and Yolo County Registrars of Voters to publish the brief statement of the bond measure, as appropriate, and to designate the measure on the ballot by a letter printed on the left margin of the square containing the brief statement of the measure as provided in Section 13116 of the Elections Code.

11. **Full Text of the Measure.** The School District hereby requests the Sacramento County, Solano County and Yolo County Registrar of Voters to publish the full text of the measure which is set forth in its entirety at **Exhibit A** (including the “Brief Statement of the Measure”), attached hereto and incorporated herein by reference, in the ballot materials as appropriate.

12. **Specifications of the Election Order.** The foregoing specifications of the election order are made pursuant to Section 5322 of the Education Code.

13. **Delivery of Specifications of the Election Order.** The School District’s Superintendent is hereby directed to deliver a certified copy of this Resolution and the tax rate statement to the Sacramento County, Solano County, and Yolo County Registrars of Voters and a copy of this Resolution to the Sacramento County, Solano County, and Yolo County Boards of Supervisors.

14. **General Authorization with Respect to the Bond Election.** The members of the School District’s Board, the Superintendent and the other officers of the School District are hereby authorized and directed, individually and collectively, without further review and action by the Board, to do any and all things, to execute, deliver, and perform any and all agreements and documents they deem necessary or advisable in order to effectuate the purposes of this Resolution, including, without limitation, to prepare and submit for inclusion in the voter information pamphlet an argument in favor of passage of the ballot measure. All actions heretofore taken by the officers and agents of the School District that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

15. **Encumbrance of Bond Funds.** For the purpose of making bond funds unavailable as rent within the meaning of Education Code Section 17032, the Board hereby encumbers all



funds to be generated by the sale of the Bonds in order to pay for the acquisition and construction of the Bond Projects authorized by the ballot measure.

16. **Citizens' Oversight Committee.** The Citizens' Oversight Committee for SFID No. 2 shall operate for the purpose of ensuring that the proceeds of the Bonds are spent only for the specific purposes and projects identified in this Resolution.

17. **Official Intent to Reimburse Expenditures.** The School District intends to undertake the acquisition, construction, renovation, furnishing, and equipping of the Bond Projects as described in **Exhibit A**. The School District intends to use the proceeds of its general obligation bonds described in this Resolution to finance the Bond Projects. The School District may pay certain capital expenditures (the "Reimbursement Expenditures") in connection with the Bond Projects prior to the issuance of the Bonds. The School District reasonably expects that Bonds in an amount not to exceed \$14,600,000 will be issued by it for the purpose of financing the Bond Projects on a long-term basis and that certain of the proceeds of such debt obligations may be used to reimburse the School District for the Reimbursement Expenditures.

The Board hereby declares the School District's official intent to use a portion of the proceeds of the Bonds to reimburse the School District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations Section 1.150-2.

18. **Tax Rate Statement.** The Board hereby approves the form of the tax rate statement attached hereto as **Exhibit B** and incorporated herein by reference. The School District hereby requests the County to publish the tax rate statement contained in **Exhibit B**.

19. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

*[Remainder of this page intentionally left blank.]*

This Resolution of the Board of Trustees of the River Delta Unified School District Ordering a School Bond Election on behalf of School Facilities Improvement District No. 2, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections is approved, passed, and adopted on June 23, 2020, by the River Delta Unified School District Board of Trustees by the following vote:

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

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

---

ALICIA FERNANDEZ, President  
Board of Trustees  
River Delta Unified School District

**ATTEST:**

---

KATHERINE WRIGHT  
Superintendent

## **EXHIBIT A**

### **FULL TEXT OF THE MEASURE**

Upon the passage of Measure \_\_\_\_\_, the River Delta Unified School District (“School District”) on behalf of School Facilities Improvement District No. 2 (“SFID No. 2”) shall be authorized to issue bonds in the aggregate amount of \$14,600,000 (the “Bonds”), bearing interest at rates not exceeding the statutory limit, for the purpose of funding the school facilities projects listed below under the heading “School Facilities Projects to Be Funded with Proceeds of Bonds” (the “Bond Projects”).

#### **Bond Accountability Measures**

The Board certifies that it evaluated safety, aging classrooms and schools, class size reduction, career technology, and information technology needs in developing the list of the Projects set forth below.

The Board will conduct financial and performance audits annually to account for the Bond funds and for their expenditure on the specific authorized projects.

The Board will appoint a citizens’ oversight committee (the “Citizens’ Oversight Committee”) having a minimum of seven members and including at least one member active in a business organization representing the business community located within the School District, one member active in a senior citizens’ organization, one member active in a bona fide taxpayers’ organization, one member who is the parent or guardian of a child enrolled in the School District, and one member who is both a parent or guardian of a child enrolled in the School District and active in a parent-teacher organization.

The Project List set forth below describes the specific projects the School District proposes to finance with proceeds of the Bonds.

Proceeds from the sale of bonds authorized by this measure shall be used only for the construction, reconstruction, rehabilitation, removal, or replacement, along with related costs of school facilities as set forth herein, including the furnishing and equipping of said school facilities, or the acquisition or lease of real property for said school facilities.

#### **School Facilities Projects to Be Funded with Proceeds of Bonds**

In order to meet all identified facility needs, the School District intends to complete Projects using a combination of funding sources. These sources may include joint-use funds, development impact fees, state funds, and other available funds. The School District will pursue state matching funds if and when they become available, and if received, they will be used for Projects on this list of authorized Projects or other high priority capital outlay expenditures as permitted in Education Code section 17070.63(c).

It is the intent of this Resolution to generate funds for the construction, reconstruction, modernization, repair, and upgrade of schools serving School District students in SFID No. 2, as identified in the attached map (see “Exhibit A-1”).

Specific Projects which may be funded by the Bonds shall include the following:

### **Infrastructure and Systems**

- Repair/replace/upgrade drinking water systems to ensure safe drinking water. These systems may include additional wells and filtration systems.
- Install and/or replace/repair/upgrade fire water systems. These systems include fire hydrants, backflow prevention systems, double decker valves, fire sprinklers, and appurtenant infrastructure.
- Install/update/replace/repair fire and life safety systems as required by current codes and/or the Division of the State Architect. These systems could include, but are not be limited to: Ansul systems; door hardware; fire suppression systems; remove unrated space; upgrade existing spaces for fire safety; kitchen and kitchen equipment upgrades, etc.
- Install and/or replace/repair/upgrade security systems. These systems may include fencing, gates, video surveillance cameras, security alarms, security bars, door hardware, blackout curtains, and other security measures.
- Replace/repair/upgrade electrical systems to current standards.
- Install and/or replace/repair/upgrade equipment and technology systems necessary for student learning, efficient operations, increased capacity and/or processing speed. These systems may include but are not limited to wiring for computers and internet.
- Replace/repair/upgrade heating, air conditioning, and ventilation systems with new energy efficient systems.
- Replace/repair/upgrade emergency power systems.
- Replace/repair/upgrade interior and exterior lighting systems and controls.
- Replace/repair/upgrade public address, intercom, clock, bell, telephone and/or VOIP systems.
- Install updated energy management systems, to promote energy efficiency and cost reduction.

### **Building and Grounds**

- Replace/repair/upgrade roof and roof drainage systems including but not limited to eliminating leaky roofs. Replace damaged areas due to dry rot.
- Repair/replace/upgrade deteriorating sewer and gas lines.

- Upgrade seismic, structural, and fire-life safety systems.
- Replace/repair/upgrade plumbing systems, including but not limited to repair/removal/replacement of boiler systems and septic systems.
- Upgrade student and staff restrooms to current standards including accessibility.
- Asbestos, mold, and lead abatement or encapsulation.
- Install/update/replace/repair American Disability Act systems as required by current codes and/or the Division of the State Architect. These systems could include, but are not limited to: accessible ramps to portable classrooms; detectable warning surface on paving edge; install/repair handrails; install/replace signage; install curb ramps; install accessible doors; install/repair accessible restrooms, for both students and staff; install/repair accessible drinking fountains; install/repair site asphalt and/or concrete for path of travel, parking and accessibility; field improvements related to restrooms, accessibility and viewing, etc.
- Replace/repair/upgrade security/surveillance systems, add additional systems where needed.
- Upgrade of classrooms and facilities at any School District school site within SFID No. 2 Boundaries.
- Repair/replace/upgrade/remove portable classrooms.
- Improve and upgrade school sites through necessary site work including but not limited to; excavation and/or grading, removal of obsolete portable classrooms and other outdated systems, installation of landscaping, and construction and paving of pathways.
- Repair/replace/upgrade window and flashing systems.
- Repair/replace/upgrade stucco and siding.
- Replace/repair/upgrade/construct library, multi-purpose, cafeteria, gymnasium, athletic, field, classroom, office and support spaces, and/or computer lab facilities.
- Repaint/upgrade interior finishes.
- Repaint building exteriors.
- Replace/repair/upgrade flooring systems.
- Upgrade and improve scope in the flood plain to protect existing and new facilities.

### **Parking, Emergency Vehicle and Access Roads, Asphalt Hardcourts**

- Replace/repair/upgrade asphalt paving, including correction of drainage problems. Replace asphalt systems site-wide as necessary.
- Repair/upgrade and/or expand school site parking, roadways, grounds and other infrastructure such as utility systems, including installing exterior lighting, repairing pathways, walkways, ADA access ramps and related landscaping

### **Play Fields, Sports Facilities, and Play Structures**

- Replace/repair/upgrade/ improve safety of physical education, sports facilities, and play structures.
- Replace/repair/upgrade fields and hardscape areas, including automating irrigation systems.

The need for each of these Projects, as well as others, is specified and detailed in the **River Delta Unified School District Facility Condition Assessment Report (the “Report”)** dated October 13, 2019 and incorporated herein by reference. Additional Projects not specified above may be necessary based on the Report. These additional Projects include work identified in the Report, to the extent it serves SFID No. 2. Such additional Projects include, but are not limited to, the acquisition of land, instructional, maintenance and operational furniture and equipment; preparation of all facilities planning and project implementation studies, feasibility and assessment reviews, master planning, and environmental studies; acquisition of temporary housing for displaced programs or activities caused or necessitated by construction projects, and construction, repairs, and improvements in the event of unforeseen emergencies or other circumstances in order to permit the continuance of existing educational services or to avoid danger to life or property; other work necessary to satisfy the requirements of the Division of State Architect or other State laws, codes, and regulations.

### **Bond Program Management Costs**

Project expenditures may also include:

- **Program Costs:** Staffing and other general and administrative costs to manage and execute the Bond Program.
- **Escalation Reserve:** Reserve for unforeseen inflation costs.
- **Program Reserve:** Reserve for unanticipated scope costs or for unanticipated opportunities to enhance Project scope or schedules.

Further, each Project is assumed to include its share of costs of the election and Bond issuance, architectural, engineering, and similar planning costs, construction management, Bond

Project staff, staff training expenses associated with new Bond-funded equipment and systems, and a customary contingency for unforeseen design and construction costs.

For any of the Bond Projects described above with respect to construction at an existing School District site, the School District is authorized to identify an alternate site and/or acquire land for such purpose and construct the approved Project at such site if the School District has determined that the existing site does not satisfy the requirements of the Division of State Architect or other State laws, codes, and regulations, including, but not limited to hazardous substances, applicable to school district properties.

The final cost of each Project will be determined as plans are finalized and Projects are completed. Based on the final costs of each Project, certain of the Projects described above may be delayed or may not be completed. The allocation of Bond proceeds may also be affected by the final costs of each Project.

Necessary site preparation/grading/restoration may occur in connection with new construction, reconstruction, modernization, renovation, rehabilitation or replacement, furnishing and equipping, including ingress and egress, removing, replacing or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, leases, licenses, or rights of way to the property.

### **Additional Specifications**

Listed Projects, including repairs, improvements, rehabilitation projects, and upgrades, will be completed only as feasible, and the list of Projects does not imply a particular prioritization among such improvements. Such prioritization remains within the province of the Board of Education by subsequent action. The Projects may be completed at any and all school sites where such Project is determined necessary. Where economically feasible, buildings, fixtures, and equipment may be replaced rather than modernized, renovated, or repaired.

Single Purpose. All of the purposes enumerated in this Bond measure shall be united and voted upon as one single measure, pursuant to Section 15100 of the Education Code, and all the enumerated purposes shall constitute the specific single purpose of the Bonds and proceeds of the Bonds shall be spent only for such purpose.

Other Terms of the Bonds. When sold, the Bonds shall bear interest at an annual rate not exceeding the statutory maximum. The Bonds may be issued and sold in several series, and in accordance with a plan of finance determined by the Board pursuant to requirements of law.

Project Requiring State Matching Funds. Approval of Measure \_\_ does not guarantee that the proposed Projects that are the subject of Bonds under Measure \_\_ will be funded beyond the local revenues generated by Measure \_\_. Some of the School District's Projects may assume the receipt of state matching funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure.

### **BRIEF STATEMENT OF THE MEASURE\***

**RIVER DELTA UNIFIED SCHOOL DISTRICT SFID NO. 2 REPAIR MEASURE**

“To upgrade schools, retain/attract quality teachers by repairing leaky roofs; removing asbestos/mold; keeping schools safe; updating technology, fire/drinking water safety; repairing, constructing, equipping/acquiring educational facilities to prepare students for college/jobs/careers, shall River Delta Unified School District issue \$14,600,000 in bonds at legal rates levying an estimated 6¢/\$100 of assessed value, averaging \$845,000 raised annually while bonds are outstanding, requiring audits, citizens’ oversight/all funds used locally, be adopted?”

Bonds—Yes

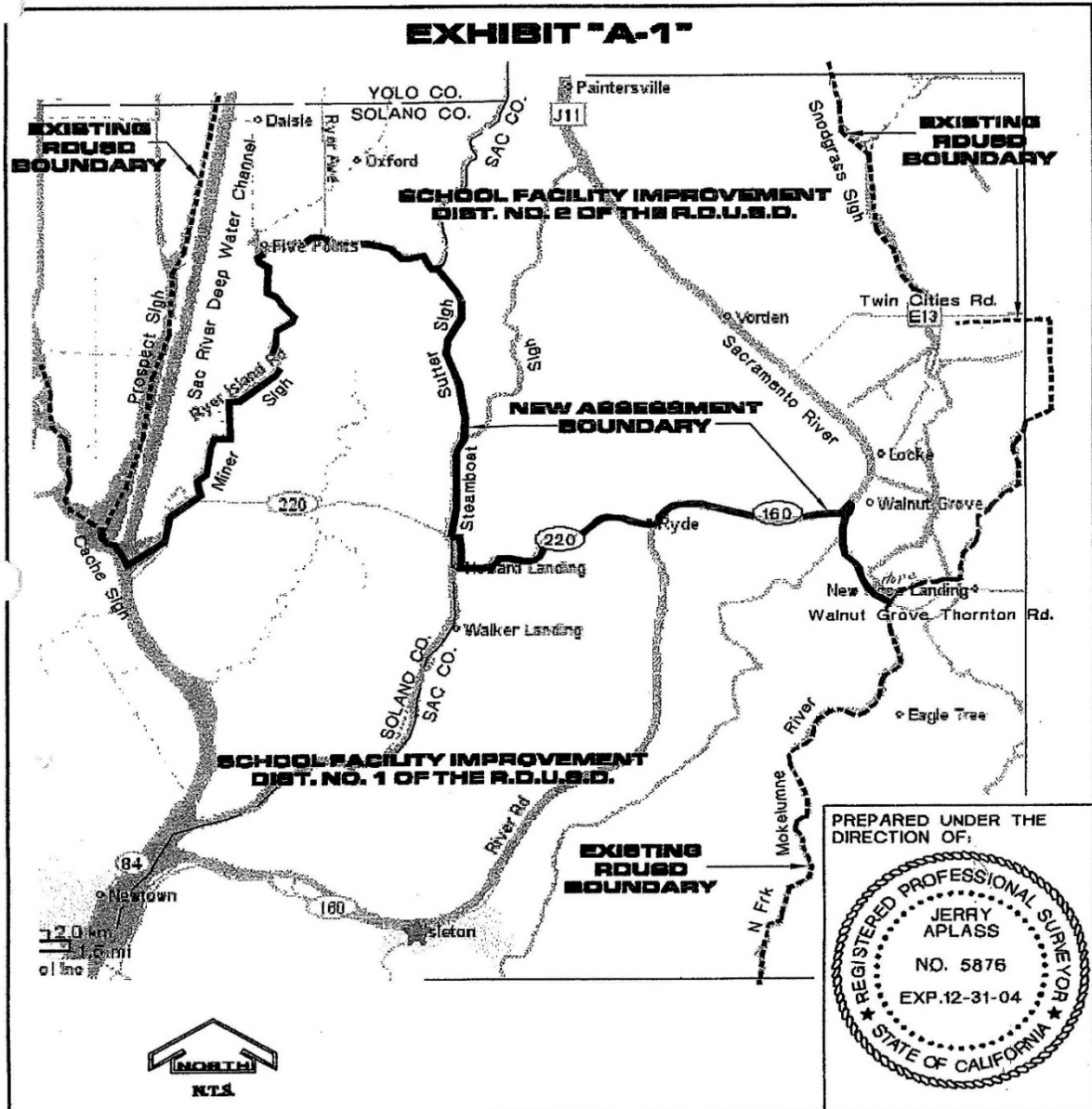
Bonds—No

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*\*As required pursuant to Education Code Section 5322 and Elections Code Section 13247.*



**EXHIBIT "A-1"**



PREPARED UNDER THE  
DIRECTION OF:

**JERRY  
APLASS**  
NO. 5876  
EXP. 12-31-04

REGISTERED PROFESSIONAL SURVEYOR  
STATE OF CALIFORNIA

**RIVER DELTA UNIFIED SCHOOL DIST.  
Adjusted Assessment Boundary**

**B** BURRELL  
CONSULTING  
GROUP INC.

1001 ENTERPRISE WAY, SUITE 100  
ROSEVILLE, CA. 95678  
PH. (916) 783-8898  
FAX (916) 783-8222

SCALE: NTS	DATE: 6/9/04
DRAWN BY: KRK	REVISOR: 6/16/04
APPROVED BY: IVA	DWG: MAP

**EXHIBIT B**

## TAX RATE STATEMENT

An election will be held within the boundaries of School Facility Improvement District No. 2 (“SFID No. 2) of the River Delta Unified School District (the “ School District”) on November 3, 2020, to authorize the sale of up to \$14,600,000 in bonds to upgrade schools, retain/attract quality teachers by repairing leaky roofs: removing asbestos/mold; keeping schools safe; updating technology, fire/drinking water safety; repairing, constructing, equipping/acquiring educational facilities to prepare students for college/jobs/careers, with local funding that cannot be taken by the State, independent citizen oversight, no money for administrators, and all funds used for River Delta Schools within SFID No. 2.

If the bonds are authorized and sold, debt service thereon will be payable from the proceeds of tax levies made upon the taxable property in the SFID No. 2. The following information is provided in compliance with Sections 9400-9405 of the Elections Code of the State of California. It is anticipated that the School District will sell the bonds on behalf of SFID No. 2 in three series.

1. The best estimate of the average tax rate which would be required to be levied to fund this bond issue during the life of the bonds, based on estimated assessed valuations available at the time of filing of this statement, is 59.82¢ per \$100 (\$59.82 per \$100,000) of assessed valuation. The final fiscal year in which the tax is anticipated to be collected is 2053- 2054.

2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is 6.0¢ per \$100 (\$60.00 per \$100,000) of assessed valuation which would first occur in fiscal year 2021 – 2022.

3. The best estimate of total debt service, including principal and interest, which would be required to be repaid if all the bonds are issued and sold is \$27,724,507. This estimate is based on assumptions that interest rates will increase over time, and the Bonds will have a maximum term of 30 years per series. Voters should note that the estimated tax rates are based on the ASSESSED VALUE of taxable property on Sacramento, Solano, and Yolo County’s official tax rolls, not on the property’s market value. Property owners should consult their own property tax bills to determine their property’s assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the School District’s projections and estimates only, which are not binding upon the School District. The actual tax rates, debt service, and the years in which they will apply may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds.

The dates of sale and the amount of bonds sold at any given time will be determined by the School District based on the need for construction funds and other factors, including the legal limitations on bonds approved by a 55% vote. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the School District as determined

by the Sacramento County, Solano County, and Yolo County Assessors in the annual assessment and the equalization process.

Dated: June 23, 2020

---

Katherine Wright  
Superintendent  
River Delta Unified School District

**CERTIFICATION**

I, \_\_\_\_\_, Secretary of the Board of Trustees of the River Delta Unified School District, of Sacramento County, Solano County and Yolo County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly approved and adopted by the Board of Trustees of the School District at a meeting held on June 23, 2020, of which meeting all the members of the Board of Trustees had due notice and at which a majority thereof were present, and that at the meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda for the meeting was provided in advance of the meeting, as required by law, to all members of the Board of Trustees and to all media outlets that have requested notification. Further the agenda was posted in advance of the meeting, as required by law, at the School District at 445 Montezuma St, Rio Vista, CA 94571, a location freely accessible to members of the public, and a brief description of the resolution appeared on the agenda.

I have carefully compared the foregoing resolution with the original minutes of the meeting on file and of record in my office, and the foregoing is a full, true, and correct copy of the original resolution adopted at the meeting and entered in the minutes.

Dated: June 23, 2020

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Secretary of the Board of Trustees  
River Delta Unified School District

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X\_\_\_\_\_

From: Katherine Wright, Superintendent

Item Number: 18.\_\_\_\_\_

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

**SUBJECT:**

Request to approve Resolution #795 beginning July 1, 2020 authorizing delegation of power to contract to Katherine Wright, Superintendent, and Sharon Silva, Chief Business Officer

**BACKGROUND:**

This action is required whenever there is a change in positions.

**STATUS:**

Sharon Silva was approved to serve as the Chief Business Officer for River Delta Unified School District. See attached Resolution #795

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Sharon Silva

**COST AND FUNDING SOURCES:**

None

**RECOMMENDATION:**

That the Board approve Res. #795 (by roll call vote) authorizing Delegation of Power to Contract to Katherine Wright, Superintendent, and Sharon Silva, Chief Business Officer

Time allocated: 2 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 795  
RESOLUTION AUTHORIZING DELEGATION OF POWER TO CONTRACT**

**WHEREAS**, Section 39656 of the Education Code has been amended to authorize governing boards of school districts, by a majority vote, to delegate the authority of power in the name of the school district to persons designated by the district superintendent;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the River Delta Unified School District that Katherine Wright, Superintendent, and Sharon Silva, Chief Business Officer, be and are hereby authorized and empowered to contract in the name of the River Delta Unified School District for contracts for work to be done and for the purchase of materials or supplies in accordance with the provisions of Education Code section 39656, subject to the limitations provided in Board Policy 3300, "Expenditures/Expending Authority."

**BE IT FURTHER RESOLVED AND ORDERED** that said approval or ratification shall be evidenced by a motion of this Board duly passed and adopted; and

**BE IT FURTHER RESOLVED AND ORDERED** that the above-named persons shall be personally liable to the River Delta Unified School District for any and all monies that the District paid out on any contract made in violation of this resolution (without permission of the Board) or of other provisions of the Education Code; and,

**BE IT ALSO RESOLVED** that the above positions shall be and are hereby authorized to insure against any such liability, and the cost of such insurance to be borne from the funds of the District; and,

**BE IT FURTHER RESOLVED** that the term "contract" as used herein shall be deemed to include the orders to contract.

**PASSED AND ADOPTED** the 23<sup>th</sup> day of June, 2020 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:

NOES:

ABSENT:

**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. 795 adopted by the said Board at a meeting thereof held at a 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

June 23, 2020  
(Date)

**SIGNATURES OF AUTHORIZED EMPLOYEES:**

\_\_\_\_\_ Katherine Wright, Superintendent

\_\_\_\_\_ Sharon Silva, Chief Business Officer

End

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: X\_\_\_\_\_

From: Katherine Wright, Superintendent

Item Number: 19\_\_\_\_\_

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

**SUBJECT:**

Request to approve the *first draft* of the Reopening School Plan for River Delta Unified School District for the 2020-2021 school year and to give the authority to the Superintendent or her designee to adjust the plan as necessary based on the recommendations from the Sacramento County Public Health Department

**BACKGROUND:**

The COVID-19 crisis has created the need for the District to collaborate with all stakeholders and begin drafting a Reopening of Schools Plan. In addition to several Zoom Feedback meetings with various employee work groups, the Superintendent and Director of Educational Services planned, prepared and facilitated planning group meetings with representatives from District stakeholder groups.

**STATUS:**

Using the feedback from each planning group and the guidance and planning documents from Sacramento County Office of Education and Center of Disease Control and Prevention, a first draft of the RDUSD Reopening of School Plan.

**PRESENTER:**

Katherine Wright, Superintendent

**COST AND FUNDING SOURCES:**

The cost of implementing this plan is undetermined at this time.

**RECOMMENDATION:**

That the Board approves the *first draft* of the Reopening School Plan for River Delta Unified School District for the 2020-2021 school year and to give the authority to the Superintendent or her designee to adjust the plan as necessary based on the recommendations from the Sacramento County Public Health Department

Time allocated: 5 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT**

**REOPENING OF SCHOOLS PLAN  
2020-2021**



**445 Montezuma Street, Rio Vista CA 94571  
(707) 374- 1700**



## SECTION 1: SCHOOL SCHEDULES

### APPROACH

**HYBRID SMALLER COHORT MODEL:** Classes/grade levels would be divided into two smaller cohorts: Cohort A and Cohort B. Cohort A would attend school in-person every Monday and Tuesday and Cohort B would attend school in-person every Thursday and Friday. On Wednesday instruction would be delivered through Distance Learning for all students. Wednesday was selected as the DL day to allow for proper sanitization and deep cleaning between Cohort A and Cohort B in-person learning sessions. Proper sanitation and deep cleaning between Cohort B and Cohort A is still being discussed and will then need to be negotiated.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
COHORT A	In-Person Learning	In-Person Learning	Distance Learning	Distance Learning	Distance Learning
COHORT B	Distance Learning	Distance Learning	Distance Learning	In-Person Learning	In-Person Learning
COHORT A-B (Teachers and Option for Students on IEPs, 504, & EL Newcomer Plans)	In-Person Learning	In-Person Learning	Distance Learning	In-Person Learning	In-Person Learning

## SECTION 2: HEALTH & SAFETY PROTOCOLS

### SCREENING

**STUDENT HOME CHECKS:** Families are strongly encouraged to take the temperature of their children daily before they leave their homes for school. Any child with a fever of 100.1 F or higher must stay home. Parents should screen their children for respiratory symptoms such as a fever, cough and shortness of breath prior to leaving for schools each day. The school nurses will provide parents with a quick reference guide for parents to use when screening their children. Students experiencing those symptoms must not attend school.

**STAFF SELF-CHECKS:** Staff must perform a self-check of their health each day before arriving on campus by answering a series of Yes/no questions associated with known symptoms of the virus: temperature, cough, shortness of breath, and lacking taste and/or smell. They will also be asked to record their temperature daily.

**BUS STOP CHECKS:** Eligible bus riders will be screened for body temperature daily. Any child with a fever of 100.1 F or higher will not be allowed to board the school bus. If the sick child is 12 years old or younger, a parent or older sibling must take him/her home and consult with the doctor. If there is no family member available for the child, the bus driver will either place a mask on the child, seat them in an isolated seat on the bus and transport them to the nearest school on the route to place him/her in the care of the school nurse or principal.

**DURING SCHOOL HOURS:** The school nurses will provide teachers and staff with a quick reference sheet to use when a child appears to be sick or self-reports that he/she is not feeling well. The teachers and staff will follow the site-based protocols established by the school nurse for reporting the case of illness.

### PROTECTIVE GEAR

**FACE COVERINGS:** All face coverings will be in compliance with the Board-adopted dress code.

**STAFF:** Staff, who do not self-identify as having an underlying health conditions restricting them from doing so, will wear their face coverings during school contact hours when 6 feet of distancing is not possible.

**ELEMENTARY (PK-3) STUDENTS:** These students are not required to wear a face covering during the school day.

**INTERMEDIATE STUDENTS:** These students are required to wear their face coverings when social distancing cannot be achieved.

**SECONDARY STUDENTS:** These students are required to wear their face coverings when social distancing cannot be achieved.

**GLOVES:** Employees providing sanitation and cleaning, first aid, or food service will wear gloves.

*Sacramento County Office of Public Health does not recommend students and staff to wear gloves.*

## **BARRIERS**

**SCHOOL OFFICES:** Transparent barriers will be installed in all school offices to provide a barrier between school secretaries and others.

## **PROPER HYGIENE PRACTICES**

**HEALTH EDUCATION:** Teachers will provide short lessons to their students on recommended health education topics. Teachers and staff will be provided with a link to an online course on the recommended ways to contribute to the cleaning and sanitation of their classroom and classroom equipment and supplies. Site-based leadership classes will be engaged in planning and preparing site-based messaging for social distancing protocols and proper hygiene practices.

**HAND WASHING:** All students and staff will be encouraged and reminded to wash their hands regularly.

**HAND SANITIZER:** When supply is available, hand sanitizer will be used by students and staff.

## **CLASSROOM SUPPLIES & MATERIALS**

Schools will limit the sharing of supplies and materials between students and disinfect them between uses if sharing is unavoidable.

## **SOCIAL DISTANCING**

**SCHOOL OFFICES:** The pathway leading up to the office door will be marked with waiting spots that are 6 ft. apart for parents and students.

**TRAFFIC FLOW:** Schools will design a site-specific plan that allows for student drop off to stagger drop off and abide by social distancing protocols.

**ISOLATION ROOM:** Each site will identify and use an isolation room for students that exhibit symptoms during the school day. The isolation will be located in an area that can be monitored by an adult at all times.

## **TRANSPORTATION**

**SPACING:** Students will be seated in every other seat with others who they have been in close contact with during the quarantine.

**ELIGIBILITY:** Students who live beyond 1 mile (Grades K-3), 1.5 miles (Grades 4-8) and 2 miles (Grades 9-12) of the RDUSD school they attend will be eligible to ride the bus. Any violation of the bus conduct and safety rules will immediately eliminate a student of his/her bus eligibility. All eligible students will be issued a bus pass. A parent/guardian or siblings who is 14 years or older will remain with students 12 years or younger at the bus stop until the students have been cleared to board the bus. Parents will provide the bus driver with the contact information of three emergency contacts that will respond immediately if a student begins exhibiting symptoms while in route. Failure to respond immediately will result in the immediate removal of bus riding privileges.

## **CLASSROOMS**

**SPACING:** All student desks will be positioned 6 ft apart.

**NUMBER OF STUDENTS:** The number of students that can be allowed to attend at one time is determined by the size of the room and being positioned 6 ft apart.

## REPORTING

**ON-SITE:** Students or staff exhibiting symptoms should be sent/report to the isolation room immediately. Symptomatic staff should leave campus as quickly as possible. The parents of the symptomatic student must be called, directed to pick up the student immediately and strongly encouraged to see a doctor and requested a referral for testing. Students and staff exhibiting symptom should not return to the school site for 10 days, ensuring that she/he has been fever-free for 72 hours. The school nurse will report the case to the respective County Public Health Department and follow up with the staff member or student to inquire about the results of the testing. The principals and school nurse will exercise the contact tracing protocols. If the results are positive, the school will follow the directives of the County Health Department in regard to class or school closure.

**AT LARGE:** Due to strict privacy laws, children or staff members who are exhibiting illness symptoms and are sent home from school will remain confidential. If a positive case of coronavirus is confirmed, the District and school nurses must wait for directives from the County Office(s) of Public Health before communicating information to its stakeholders. All staff and students' identities will remain confidential.

## SANITATION

The custodial staff will be supplied with proper sanitation supplies and follow the CDC guidelines for sanitation all areas of the school campus.

The custodial staff will ensure that soap and paper towels supplies are carefully monitored and refilled in all locations of the school.

The bus drivers will sanitize their buses daily and perform a deep cleaning of their buses once a week between cohorts.

## **SECTION 3: INSTRUCTIONAL PROGRAM**

### **GRADE LEVEL CONTENT AREA STANDARDS**

Instruction for all grade level content area standards are expected to be delivered to all students through in-person and/or an online platform. At this time, the California Department of Education has not released a reduced list of standards for teachers to use to guide the planning and delivering of their instruction. Prior to all reinforcement assignments, activities, and projects being given to the students, the student must be given the opportunity to participate in instruction aligned to it.

Core content area instruction will be covered during the in-person instruction days. Additional areas of instruction will be covered on the days when all teachers, support staff, and students are engaging in Distance Learning. Counselors will co-facilitate the social emotional learning lessons.

### **DIFFERENTIATED INSTRUCTION**

Differentiation will be easier with less students in person per day. Teachers will be included in the formation of the cohort to provide input on separating students with specific academic and behavioral needs into the different cohorts while acknowledging that transportation needs are the first priority. Each school site will utilize its established Multi-Tiered Systems of Support (MTSS) in a variety of capacities.

### **GRADING/EVALUATION**

It is our goal to ensure equitable access of all instruction and materials to all students so we can hold all students accountable for their learning work products. Understanding the current status of each student's home environment status, particularly in regard to connectivity, is now a major focal point of our teachers' instructional planning. Teachers will utilize Wednesdays to set individual appointments with students to assess their level of need and communicate the needs so full instructional and curricular access is maintained. Teachers and support staff members are exploring the idea of properly social distanced study halls.

## **ASSESSMENT**

Teachers will be utilizing the following assessment to prior to, during and after delivering their high-quality instruction:

- Pearson
- Interim Benchmarks
- STAR/AR
- Lexia
- IXL
- MAP
- SIPPS
- Think Central
- Wonders Diagnostic
- Corrective Reading
- Read Naturally

## **PROFESSIONAL DEVELOPMENT**

Training for all staff members on the following topics have been identified as the most urgent needs:

- Implicit Bias
- Culturally Responsive
- Racial Sensitivity
- Digital Community Building
- Designated and Integrated English Language Development (ELD)
- Mindfulness

The following have been identified as the most effective ways to deliver professional development to our staff:

- Grade level collaboration
- Site level collaboration
- Interest-based groups

## **SECTION 4: OUTDOOR ACTIVITIES, TRANSITION SCHEDULES & EXTRACURRICULAR ACTIVITIES**

### **OUTDOOR ACTIVITIES**

The site principals will designate outdoor areas that are allowed to be used based on social distancing protocols. Each area will only be used by one cohort/class at a time on a rotating schedule.

Each school will schedule outdoor eating as much as possible when weather permits it.

The site principals will develop a Rainy-Day Recess Schedule that adheres to the social distancing protocols.

The outdoor spaces will be optimized and utilized whenever possible. The use of play structures and permanent and mobile communal equipment will be prohibited.

Teachers have the option to open classrooms for students as always.

### **TRANSITION SCHEDULES**

Each school may decide to schedule Physical Education activities in stations for early arrivers, transition times and recess

Labeled locations for transition times will be marked at each school site.

In the secondary schools, passing periods times will be increased to allow time for the staff assist the custodial staff in sanitizing high touch areas and furniture.

### **EXTRACURRICULAR ACTIVITIES**

A RDUSD 'Return to Athletics' Plan was developed that promotes a phased approach to reopening of sports, clubs and activities.

Field trips are not permitted until further notice.

Each site will explore the idea of having livestreamed assemblies and/or rallies.

Club leaders with groups of 10 people or more are encouraged to explore options for digital connection with its membership.



The schools that are awarded the after-school program services will be reviewing and acting upon their guidelines for reopening their programs when they are available.

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## **SECTION 5: SOCIAL EMOTIONAL LEARNING/MENTAL HEALTH**

### **SERVICES**

School psychologists and school counselor will provide continued training for students/staff and parents on signs and symptoms and offer tips and advice for addressing the student privately.

Staff will communicate their site-based referral process when they are concerned about a student exhibiting the signs and symptoms that potentially indicate that the student is struggling emotionally and mentally.

On-site staff will provide the parents with facts and current statistics regarding the illness.

Training on distinguishing characteristics and factors of desired behaviors (PBIS) versus disciplining for the violation of Covid-10 protocols will be provided.

### **ATTENDANCE**

Student attendance is critically important for access to instruction, maintaining our students' mental health and ensuring safety. For these reasons, student attendance will be taken Monday-Friday. Teachers will design a system that works best for them to take attendance on their students' independent DL days. Students will be given credit for attendance if they watch the recorded version of their teacher's instruction.

### **CONNECTEDNESS**

The following actions will be implemented in an effort to regain students' connectedness to their school community:

- Maintain consistency with the implementation of site-based Positive Behavior Support and Intervention (PBIS) system
- Provide consistent routine and structure
- Prepare the students for the event of reverting back to full-time Distance Learning
- Train for motivation and accountability

## **SOCIALIZATION**

Staff must continue their efforts to gain and maintain heightened awareness of their students' personal state of mind and home environment conditions to allow for continued support.

The following strategies were identified to increase social distanced socialization:

- Digital socialization
- Zoom Breakout Rooms
- Class Meetings
- Opposite Cohort Buddies/Pen Pals

## **COMMUNITY PARTNERSHIPS**

The District will continue to seek out community partners that are willing to assist with the social, emotional and mental health of our staff and students.

The District will continue their partnership with Rio Vista Care to offer therapist and support for students and staff members. Rio Vista Care has funds available from Solano County Mental Health to provide teachers mental health education.

The District will continue their partnership with local area colleges' intern programs to help support students and educate staff.

The school staffs will discuss and explore options for establishing a system for pairing up teachers and students to connect with in a time of need.

## SECTION 6: COMMUNICATION

The District will design a communication plan that will include and specialized for all stakeholder groups on the contents of this plan, first presented in entirety and reinforced through prioritized chunking of the information.

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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: June 23, 2020

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 20

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

**SUBJECT:**

Request to approve the River Delta USD Return to Athletics Plan for the 2020-2021 school year and give the authority to the Superintendent or her designee to adjust the plan as necessary based on the recommendations from the Sacramento County Public Health Department

**BACKGROUND:**

Due to the COVID-19 restrictions set forth by the State of California and the Sacramento County Public Health Department it is necessary to prepare a plan that is approved by the County Public Health Department and the Board of Trustees prior to restarting athletic programs to River Delta Unified School District.

**STATUS:**

This plan is the initial step to restarting our athletic programs for the 2020-2021 school year. Safety of students, staff members, families and community members is the top priority. The decision to transition from one phase into another will be carefully evaluated and monitored.

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Nicole Latimer, Director of Educational Services; Nicole Gomes, Athletic Director for Rio Vista High School and Katie Ingalls, Athletic Director for Delta High School

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board approves the River Delta USD Return to Athletics Plan for the 2020-2021 school year and gives the authority to the Superintendent or her designee to adjust the plan as necessary based on the recommendations from the Sacramento County Public Health Department.

Time allocated: 5 minutes

The background features a light blue gradient with a faint illustration of a swan in a pond. The swan is positioned on the right side, facing left. In the foreground, there are several water bubbles of various sizes, some with highlights, and a cluster of reeds on the left side. The overall aesthetic is clean and aquatic.

# RIVER DELTA UNIFIED SCHOOL DISTRICT

## Return to Athletics Plan

# River Delta Unified School District

## Return to Athletics Plan

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### Phase 0: Initial Administrative Actions to Transition to Phase 1

#### Strategies to Mitigate Risks

*Mitigate for this purpose means: Make less severe, serious.*

*At the foundation of the River Delta Unified Return to Athletics Plan is each family's individual determination about what is best for their own student(s). During Phase 1, River Delta Unified coaches will be instructed to "hold students harmless" if families determine they are not yet ready to allow their student athlete to participate in athletics. Parents/families must accept that the school district, school, coaches/staff cannot eliminate the risk of exposure to COVID-19, despite every effort to clean, sanitize, and practice all safety protocols.*

High School Athletic Directors will take the lead to be a bridge between each high school and the district expectations for health and safety requirements during all Phases. This will take place through presentations and facilitated discussions with the coaches. A clearly outlined Path to Successful Communication plan will be reviewed for when information or updates are necessary for the athletic directors, coaches, student athletes, parents or public health officials. The site principal shall immediately report all health and safety concerns to the Superintendent. The high school athletic directors and/or the site principals have authority to suspend any athletics activity until our COVID-19 response team can determine if it is safe and or appropriate for athletic activity to resume.

For River Delta Unified to transition to Phase 1, the following steps must have been completed:

- ✓ A Phase 1 training presentation (See Appendix A) will be created and viewed by all coaches, students, and the athletes' families with the understanding that all participants must sign and acknowledge expectations for each sport season. This presentation shall be made available to all parents/families via the RDUSD website. This presentation will:
  - ✓ Outline the expectations for coaches and student/athletes in Phase 1
  - ✓ Provide COVID-19 prevention education for coaches, parents and student athletes.

- ✓ Development of strategies and resources to promote wellness, safety and hygiene among staff and students
- ✓ In particular, due to the extended interscholastic lay-off, coaches must be extra mindful regarding student athletes' return to campus in order to provide a safe environment for practice and competition.
- ✓ Prepare for heat acclimatization concerns and strictly follow the NFHS guidelines for Heat Exhaustion
- ✓ Prepare the facilities to ensure they are cleaned and prepped for Phase 1 (RDUSD will ensure experienced custodians have time to routinize the cleaning processes for athletics).
- ✓ Display standard daily precautions and promote healthy habits for student athletes and staff. (See samples in Appendix B)
- ✓ Establishment of procedures to address a student or staff member who has tested positive for a communicable disease. (See Appendix C)
- ✓ Review each sport's Phase 1 Plan with the COVID-19 response team
  - ✓ Collaboration with COVID-19 Response Team and health authorities to report, and support contact tracing as needed.
- ✓ Physical exams: Athletes are required to pass a physical before their season of sport. The Board can approve a 30-day extension from the first day of practice, as long as an athlete has a physical on file.
- ✓ Require all new athletes (i.e., first-time athletic participants in the school's athletic program) to obtain pre-participation physical examination.
- ✓ Athletes with underlying, pre-existing conditions, injuries or illnesses must obtain an updated pre-participation physical examination or appropriate clearance from treating physician based upon situation.
- ✓ Assess supply and equipment needs in response to COVID-19 for athletics
- ✓ Coordinating with the Director of Maintenance, sites will take stock of current inventory of personal protective equipment and cleaning and sanitization supplies. Determine additional needs based on projected increase in use. Work with athletic directors and stakeholders to assess and coordinate fulfillment.
- ✓ RDUSD shall create an expansive medical/injury kit for each level of sport to be provided to the varsity head coach to distribute to all levels before Phase 1 can begin.



- ✓ Review your access to funding to obtain necessary supplies and equipment. Discuss deficit concerns with the Maintenance Director and/or Superintendent to meet the Fall 2020-21 needs.
- ✓ Equipment reconditioning: The school will continue to provide reconditioning for necessary equipment.
- ✓ Allow for mandatory education for coaches/staff will continue with all CIF and district requirements for coaches and staff.
- ✓ Identify any unique needs or steps to the process that may affect individual schools differently than the others.
- ❑ District administration and local public health officials need to collaborate and address administrative concerns and establish necessary practices and protocols to provide a safe return-to-athletics.
- ❑ When River Delta Unified is ready for Phase 1 to begin, a report including the checklist above and information regarding readiness will be shared with the Superintendent, and the Board of Trustees.

RDUSD DRAFT

## **Phase 1: The Initial Return Steps or Walking Before We Jog**

This initial phase is very limited. It is designed to smartly return the students to physical conditioning, allow for the social emotional connection with peers/coaches, and to test the degree of self-discipline adults and students will demonstrate allowing for River Delta Unified to transition to Phase 2.

- ❑ Each sport will have an approved Phase 1 workout plan created by the site coach, Athletic Director, and signed/approved by the Principal. The “Phased Return of Athletics in RDUSD”, shall be shared with all parents/guardians on the school’s Athletics webpage.

### **Daily Pre-workout Screening Requirements:**

- ❑ Parent/Guardian waiver (See Appendix D) including COVID-19 call-out must be signed by parent/guardian before a student can participate in workouts.
- ❑ All summer Phase 1 participation must be voluntary and cannot be used in 2020-2021 as a reason for exclusion during the season of sport
- ❑ All student athletes and coaches should wash their hands for a minimum of 20 seconds with warm water and soap before touching any surfaces or participating in workouts.
- ❑ All coaches and students should be screened for signs/symptoms of COVID-19 prior to each workout. Screening includes a temperature check.
- ❑ Responses to screening questions for each person should be recorded (See sample in Appendix E) and stored so that there is a record of everyone present in case a student develops COVID-19.
- ❑ Any person with positive symptoms reported will not be allowed to take part in workouts and should contact his or her primary care provider or other appropriate health-care professional. Any person with positive symptoms will be required to submit a medical clearance to the athletic director before being allowed to return to athletics in any capacity.

Vulnerable individuals should not oversee or participate in any workouts during Phase 1.

## Work-outs:

- ❑ Adequate cleaning schedules should be created and implemented for all athletic facilities to mitigate any communicable diseases.
- ❑ Prior to an individual or groups of individuals entering a facility, hard surfaces within that facility should be wiped down and sanitized (chairs, furniture in meeting rooms, locker rooms, weight room equipment, bathrooms, athletic training room tables, etc.).
- ❑ Phase 1 work-outs will be modeled after half of a maximum PE class size of 45 with social distancing requirements. Workouts should be conducted in “pods” of students with the same students always working out together.

Smaller pods can be utilized for weight training, but should come from the same subset of the “larger pods.” This ensures more limited exposure if someone develops an infection. **Note:** *The number of students in groups will be adjusted in alignment with SCPH's newest order, once released.*

- ❑ Outdoor Workouts
  - ❑ No more than 25 student athletes shall be outdoors at any given time.
  - ❑ There must be a minimum distance of 6 feet between each individual at all times.
- ❑ Indoor Workouts
  - ❑ No more than 10 student athletes shall be in an indoor facility at any given time.
  - ❑ If this is not possible indoors, then the maximum number of individuals in the room must be decreased until proper social distancing can occur.
- ❑ Locker rooms shall not be utilized during Phase 1.
- ❑ Students should report to workouts in proper gear and immediately return home to shower at the end of the workout.
- ❑ Hand sanitizer should be plentiful and available to individuals as they transfer from place to place or as needed.
- ❑ There should be no shared athletic equipment (towels, clothing, shoes, or sports specific equipment) between students.
- ❑ Students should wear their own appropriate workout clothing (do not share clothing) individual clothing/towels should be washed and cleaned after every workout. Appropriate clothing/shoes should be worn at all times at all athletic facilities to minimize sweat from transmitting onto equipment/surfaces.
- ❑ Cleaning equipment

- ❑ All athletic equipment, including balls, should be cleaned after each use and prior to the next workout.
- ❑ Individual drills requiring the use of athletic equipment are permissible, but the equipment should be cleaned prior to use by the next individual.
- ❑ Weight equipment should be wiped down thoroughly before and after an individual's use of equipment.
- ❑ Coaches are responsible for ensuring that all equipment is wiped down and cleaned following each use. Coaches/Athletes should practice appropriate cleaning methods. See expectation presentation.
- ❑ Resistance training should be emphasized as body weight, sub-maximal lifts and use of resistance bands.
- ❑ Free weight exercises that require a spotter cannot be conducted while honoring social distancing norms. Safety measures in all forms must be strictly enforced in the weight room.
- ❑ Any equipment such as weight benches, athletic pads, etc. having holes with exposed foam should be covered.
- ❑ Samples of Phase 1 activities that are included/excluded
  - A football player should not participate in team drills with a single ball that will be handed off or passed to other teammates. Contact with other players is not allowed, and there should be no sharing of tackling dummies/donuts/sleds.
  - A volleyball player should not use a single ball that others touch or hit in any manner.
  - A basketball player can shoot with a ball(s), but a team should not practice/pass a single ball among the team where multiple players touch the same ball.
  - Softball and baseball players should not share gloves, bats, or throw a single ball that will be tossed among the team. A single player may hit in cages, throw batting practice (with netting as backstop, no catcher). Prior to another athlete using the same balls, they should be collected and cleaned individually.
  - Wrestlers may skill and drill without touching a teammate.
  - Cheerleaders may not practice/perform partner stunts or building. (Chants, jumps, dances without contact are permissible.)
  - Tennis players may do individual drills, wall volleys and serves.
  - Runners should maintain the recommended 6 feet of distancing between individuals

- Coaches must recognize specific activities that are not listed here but would violate Phase 1 protocols and not allow student/athletes to engage in those actions/activities

**Hydration Expectations:**

- All students and coaches shall bring their own water bottle. Water bottles must not be shared.
- Hydration stations (water cows, water trough, water fountains, etc.) shall not be utilized. Water bottle filling stations (for individual bottles) will be allowed.

RDUSD DRAFT

## Phase 1 and 2 Guidance from CIF as of June 10, 2020

If social distancing is feasible and modifications are made, the sports listed immediately below may resume with Phase One and Phase Two activities pending local county guidelines.

General Activity Description	Phase One* Individual Skill Development and Workouts Maintain Physical Distancing; No Contact with Others No Sharing of Equipment; No Grouping. *Note: Local county guidelines must be followed.	Phase Two* Modified Team Practices May Begin No Contact with Other Teams. *Note: Local county guidelines must be followed.
<b>Cross Country</b>	Runners should maintain at least 6 feet of distancing between individuals, no grouping (i.e. starts and finishes).	Runners should maintain at least 6 feet of distancing between individuals, no grouping (i.e. starts and finishes).
<b>Track &amp; Field</b>	Runners should maintain at least 6 feet of distancing between individuals, no grouping (i.e. starts and finishes). No sharing of implements / equipment. Clean Equipment. Padded equipment should be cleaned between use.	Runners should maintain at least 6 feet of distancing between individuals, no grouping (i.e. starts and finishes). No sharing of implements / equipment. Padded equipment should be cleaned between use.
<b>Swimming</b>	Opening of Swimming pools is a local county and school district decision.	Swimmers should maintain appropriate physical distancing 6 feet apart. Do not share lanes.
<b>Golf</b>	Maintain appropriate physical distancing 6 feet apart. Equipment needs to be cleaned.	Maintain appropriate physical distancing 6 feet apart.
<b>Tennis</b>	Conditioning, no sharing of balls, each player may use own can of balls to serve and uses racket to pass other balls (singles only), ball machine use by individuals only. Players may do individual drills, wall volleys	No sharing of balls, each player may use own can of balls to serve and uses racket to pass other balls (singles only).
<b>Badminton</b>	Conditioning, no sharing of birdies, each player may use own can of birdies to serve and uses racket to pass other birdies (singles only). Players may do individual drills and serves. Wipe down rackets and equipment after.	No sharing of birdies, each player may use own can of birdies to serve and uses racket to pass other birdies (singles only).



For all of the sports below, given that social distancing requirements remain in effect, the only activities permitted are those listed below unless local county guidelines permit otherwise.

<b>Volleyball</b>	Conditioning, individual ball handling drills, each player has own ball. A player should not use a single ball that others touch or hit in any manner.
<b>Boys/Girls Lacrosse</b>	Conditioning, individual ball skill drills, no contact or sharing of balls. A player may shoot with a ball(s), but a team should not practice/pass a single ball among the team where multiple players touch the same ball.
<b>Soccer</b>	Conditioning, individual ball skill drills, each player has own ball, feet only (no heading/use of hands), no contact.
<b>Baseball/Softball</b>	Conditioning and tee work. Players should not share gloves or bats or throw a single ball that will be tossed among the team. A single player may hit in cages, throw batting practice (with netting as backstop, no catcher). Prior to another athlete using the same balls, they should be collected and cleaned individually.
<b>Gymnastics</b>	No sharing of implements / equipment. Padded equipment should be cleaned between use.
<b>Field Hockey</b>	Conditioning, individual ball skill drills, no contact or sharing of balls. A player may shoot with a ball(s), but a team should not practice/pass a single ball among the team where multiple players touch the same ball.
<b>Football</b>	Conditioning and individual drills. A player should not participate in drills with a single ball that will be handed off or passed to other teammates. Contact with other players is not allowed, and there should be no sharing of tackling dummies / donuts / sleds. Protective equipment prohibited.
<b>Wrestling</b>	Conditioning, mirror drills with spacing, no contact. Wrestlers may skill and drill without touching a teammate (as long as physical distancing is adhered to).
<b>Competitive Cheerleading</b>	Conditioning and individual technique/choreography work. Students may not practice/perform partner or group stunts. Chants, jumps, dance, tumbling without contact are permissible as long as physical distancing is adhered to.
<b>Basketball</b>	Conditioning, individual ball skill drills, no contact or sharing of balls. A player may shoot with a ball(s), but a team should not practice/pass a single ball among the team where multiple players touch the same ball.
<b>Water Polo</b>	Conditioning, individual ball skill drills, no contact or sharing of balls. A player may shoot with a ball(s), but a team should not practice/pass a single ball among the team where multiple players touch the same ball.

## Phase 2: Phase 1+, Starting to Jog

There is not a significant difference between Phases 1 and 2. Approval to move into Phase 2 means that sports have demonstrated the self-discipline and healthy habits to move forward, closer to a return to athletic practices. It also means that the incidents of COVID-19 have not required a shutdown of Phase 1 workouts. Each sport, by each school can be moved to Phase 2 or because of lack of self-discipline or good health habits would remain in Phase 1.

### All requirements for Phase 1 continue except that:

- ❑ Phase 2 work-outs will be modeled after half of a maximum PE class size of 45 with social distancing requirements. Workouts should be conducted in “pods” of students with the same students always working out together. Smaller pods can be utilized for weight training, but should come from the same subset of the “larger pods.” This ensures more limited exposure if someone develops an infection. **Note:** *The number of students in groups will be adjusted in alignment with SCPH's newest order, once released.*
  - ❑ Outdoor Workouts
    - ❑ No more than 23 student athletes shall be outdoors at any given time
    - ❑ There must be a minimum distance of 6 feet between each individual at all times.
  - ❑ Indoor Workouts
    - ❑ If this is not possible indoors, then the maximum number of individuals in the room must be decreased until proper social distancing can occur.



**Sources:**

National Athletic Trainers' Association: *COVID-19 Return-to-Sport Considerations for Secondary School Athletic Trainers*, May 2020

National Federation of State High School Associations: *Guidance For Opening Up High School Athletics and Activities*, 2020

*CIF Return to Physical Activity/Training Guidelines*, June 10, 2020

BP 5141.6(a) Students SCHOOL HEALTH SERVICES The Governing Board recognizes that good physical and mental health is critical to a student's ability to learn and believes that all students should have access to comprehensive health services. The district may provide access to health services at or near district schools through the establishment of a school health center and/or mobile van(s) that serve multiple campuses. The Board and the Superintendent or designee shall collaborate with local and state agencies and health care providers to assess the health needs of students in district schools and the community. Based on the results of this needs assessment and the availability of resources, the Superintendent or designee shall recommend for Board approval the types of health services to be provided by the district.



# Return to Athletics

RDUSD Response to COVID 19  
Appendix A

# Overview


1. This is an initial return step.
2. This initial phase is very limited. It is designed to smartly return the students to physical conditioning, allow for the social emotional connection with peers/coaches, and to test the degree of self-discipline adults and students will demonstrate that might allow RDUSD to transition to the next step.
3. Safety must be the priority above all else.
4. Student participation in a program is completely voluntary based upon parental discretion. Any student who chooses not to participate in summer workouts will not be penalized.



01

**June 23rd**

Seek board approval for plan phase 1 guidelines, inform site administrators and schedule training for coaches.



02

**July 2020**

Meet with admin and coaches to review and approve sport specific plans and prepare for conditioning

03

**July 2020**

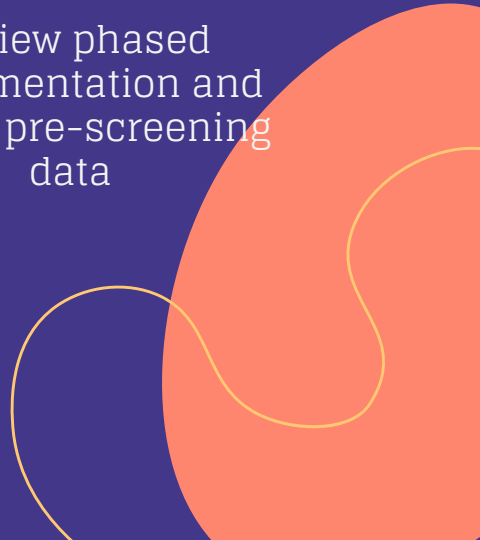
Start limited conditioning workouts for upcoming fall and selected RDUSD athletic teams



04

**July 2020**

Review phased implementation and collect pre-screening data



# For Programs to be Ready to Start

Coaches must have completed this training.

Hand sanitizer pump or spray must be available and plentiful for students to use.

Student-athletes must have been cleared by AD through athletic clearance program including the submission of COVID-19 waiver and purchase of student body card.

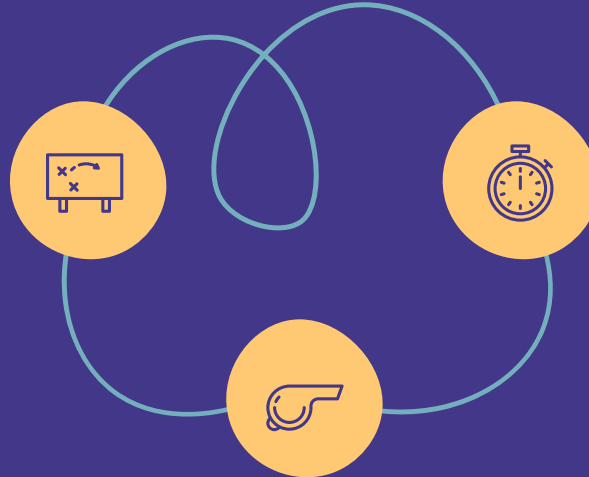
Posted student athlete daily precautions.

Infrared touchless thermometers must be available for use.

Individuals must bring their own hydration bottles that are personally labeled, not to be shared with others.

# Administration Support

Site Principal and AD must approve plans to participate and use specific are of the facilities to practice.



Have a custodial schedule in place to ensure appropriate cleaning of facilities.

Principal/AD monitoring schedule by admin to supervise and ensure safety and guidelines are being followed.

# Pre-workout Screening



All coaches and students will be screened for signs/symptoms of COVID-19 prior to a workout. Screening includes a temperature check and screening questions. Results will be recording by coaches. ADs will collect sheets weekly.



Any person with positive symptoms reported should not be allowed to take part in workouts and should contact their primary care provider. \*If a student records a 100.1 or higher during screening they will be sent home and cannot return for 14 days.



Vulnerable individuals should not oversee or participate in any workouts during Phase 1.

# Sample Monitoring Process

School:

Team:

Date:

Coach:

Name:	Time	Temp	Fever	Cough	Sore Throat	Contact with COVID-19 Case



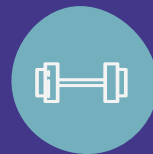
# Limitations on Gatherings



No gathering of more than 25 people outside and 10 inside.



Locker rooms should not be utilized during phase 1. Students should report to workouts in proper gear and immediately return home to shower and place clothing in washing machine at end of workout



Workouts should be conducted in “pods” of students with the same 23 students always working out together. Smaller pods (10) can be utilized for weight training, This ensures limiting exposure.

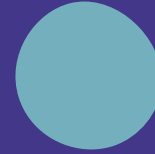


There must be a minimum distance of 6 ft between each individual at all times. If this is not possible indoors, then the maximum number of individuals in the room must be decreased until proper social distancing can occur.

# Cleaning/ Sanitary Expectations



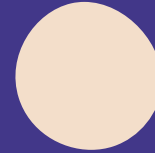
Coaches/Athletes will wash their hands and/or use hand sanitizer before, after, and intermittently.



Coaches are expected to constantly remind students to wash hands and/or use hand sanitizer



Coaches working with multiple groups on the same day must wear a cloth face covering.



Coaches are responsible for ensuring all equipment is wiped down and cleaned following each use. Coaches/athletes should practice appropriate cleaning methods.

# Facilities Cleaning

- Adequate cleaning schedules should be created and implemented for all athletic facilities to mitigate any communicable disease.
- Prior to an individual or group entering a facility, hard surfaces within that facility should be wiped down and sanitized (chairs, tables, weight room equipment, and bathrooms).
- Individuals should wash their hands for a minimum of 20 seconds with warm water and soap before touching any surfaces or participating in workouts.
- Hand sanitizer should be plentiful and available to individuals as they transfer from place to place.
- Weight equipment should be wiped down thoroughly before and after an individual's use of equipment.
- Appropriate clothing/shoes should be worn at all times in the weight room to minimize sweat from transmitting onto equipment/surfaces.
- Any equipment such as weight benches, athletic pads, etc. having holes with exposed foam should be covered.
- Students must be encouraged to shower and wash their workout clothes immediately upon returning home.

# Physical Activity and Athletic Equipment

- There should be no shared athletic equipment (towels, clothing, shoes, or sport specific equipment) between students.
- Students should wear their own appropriate workout clothing (do not share clothing) individual clothing/towels should be washed and cleaned after every workout. Student should wear sports gloves for added protection based upon activity.
- All athletic equipment, including balls, should be cleaned after each use and prior to the next workout.
- Individual drills requiring the use of athletic equipment are permissible, but the equipment should be cleaned prior to use by the next individual.
- Resistance training should be emphasized as body weight, sub-maximal lifts and use of resistance bands.
- Free weights exercises that require a spotter cannot be conducted while honoring social distancing norms. Safety measures in all forms must be strictly enforced in the weight room.

## Examples



A volleyball player not use a single ball that others touch or hit in any manner.



Runners should maintain the recommended 6 feet of distancing between individuals.



Cheerleaders may not practice/perform partner stunts or building.



A football player should not participate in team drills with a single ball that will be handed off or passed to other teammates. Contact with other players is not allowed.



A basketball player can shoot with a ball, but a team should not practice/ pass a single ball among the team where multiple players touch the same ball.



Softball and baseball players shall share equipment like gloves, bats, or balls.

# Hydration



All students shall bring their own water bottles. Water bottles must not be shared. Students should label their own personal water bottles.



Hydration station (water cows, water trough, water fountains) should not be utilized. Bottle fills can still be used.



Coaches should bring their own water bottles labels with their names.

## Parents/Drop-off and Pick-up



Parents may drop-off or pick-up students at the designated locations, they must stay in their cars (they are not to leave the vehicle).



No outside spectators may attend workout due to small gather limitations.

# COVID-19 Parent Coach Athlete Education

## Watch for Symptoms:

People with COVID-19 have had a wide range of symptoms reported; ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have COVID-19:



Fever or Chills



Cough or sore throat



Fatigue



Muscle or body aches



Headache



Shortness of breath



Loss of taste or smell



Congestion or runny nose



Nausea or vomiting



Diarrhea



# When to See Emergency Medical Attention

Look for emergency warning signs for COVID-19. If someone is showing any of these signs, seek emergency medical care immediately

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Bluish lips or face

\*This list is not all possible symptoms. Please call your medical provider for any other symptoms that are severe or concerning to you.

Call 911 or call ahead to you local emergency facility: Notify the operator that you are seeking care for someone who has or may have COVID-19.

# How to Protect Yourself and Others

Older adults and people who have severe underlying medical conditions like heart or lung disease or diabetes seem to be at higher risk for developing serious complications from COVID-19 illness.

Know how it spreads:

- There is currently no vaccine to prevent coronavirus disease 2019 (COVID-19).
- The best way to prevent illness is to avoid being exposed to the virus.
- The virus is thought to spread mainly from person to person
  - Between people who are in close contact with one others (within 6ft)
  - Through respiratory droplets produced when an infected person coughs, sneezes, or talks
  - These droplets can land in the mouth or noses of people who are nearby or possibly be inhaled into the lungs.
- Some recent studies have suggested that COVID-19 may be spread by people who are not showing symptoms.

# Everyone Should Know

## Wash your hands often!

- Wash your hands often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol. Cover all surfaces of your hands and rub them together until they feel dry.
- Avoid touching your eyes, nose, and mouth with unwashed hands.

# Avoid Close Contact

- Avoid close contact with people who are sick, even inside your home. If possible, maintain 6 feet between the person who is sick and other household members.
- Put distance between yourself and other people outside of your home.
  - Remember that some people without symptoms may be able to spread virus.
  - Stay at least 6 feet from other people.
  - Do not gather in groups.
  - Stay out of crowded places and avoid mass gatherings.
  - Keeping distance from others is especially important for people who are at the higher risk of getting sick.
- Cover your mouth and nose with a cloth face cover when around other.
- You could spread COVID-19 to other even if you do not feel sick.
- Everyone should wear a cloth face cover when they have to go out in public, for example to the grocery store or to pick up other necessities.

# Gradual Return to Exercise



With a Phase 1 return to sport all coaches need to be mindful that athletes may not have been physically active since March.



Begin with shorter, less intense practice and training activities, with longer recovery intervals between bouts of activity.



Please adjust workout to slowly build to full workouts.

# Heat Acclimatization



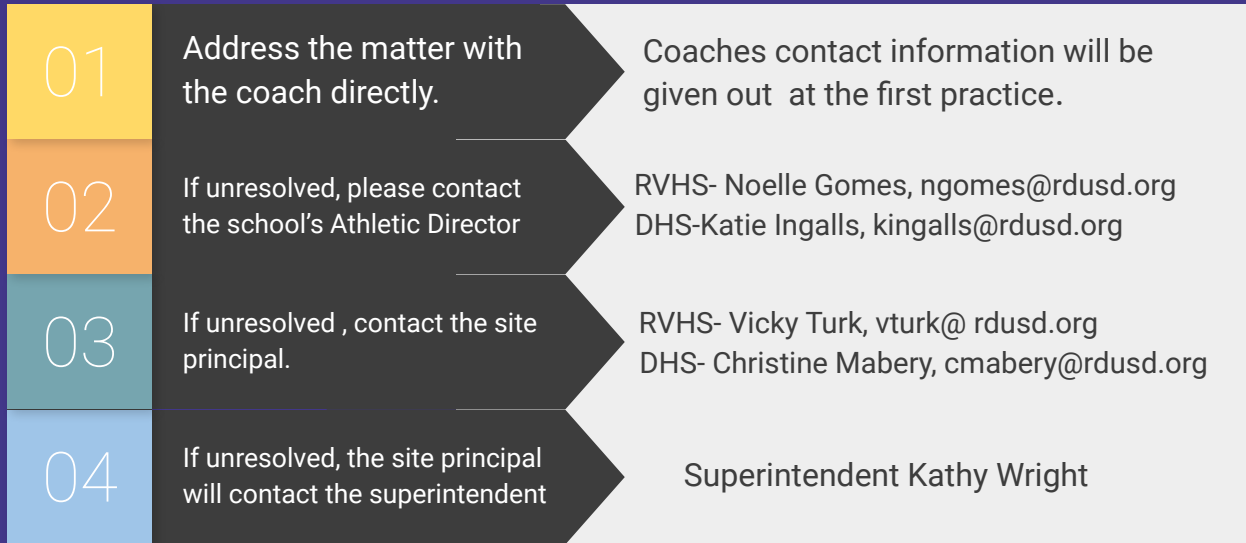
ADs/Coaches must utilize the daily provided outdoor environmental conditions report to inform and guide daily activity.



Follow guidelines provided for greater details.

# Athletic Path to Successful Communication

When a question/concern regarding COVID-19 arises, please use the following path to successful communication.



# District LCAP Goals

## Goal 1

Improve and support student learning to close achievement gaps and ensure all students who graduate are college and career ready.

## Goal 2

Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12.

## Goal 5

Foster a school and district culture that ensures academic/social and emotional well-being for all students.

## Goal 4

Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement.

## Goal 3

Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction.



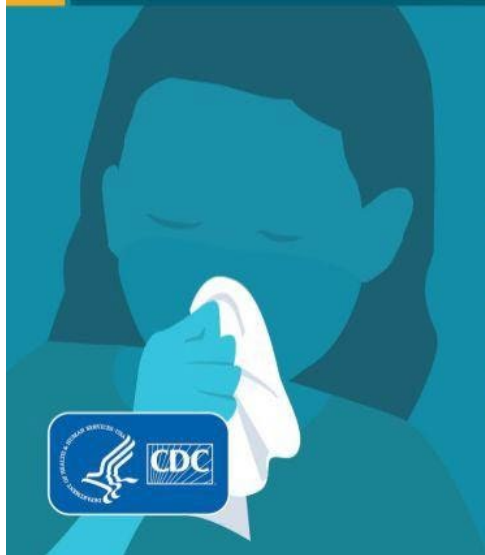
# Athletic Clearance

Make sure to all athletes are cleared through Athletic Clearance prior to practice.



## APPENDIX B

# CORONAVIRUS DISEASE 2019 (COVID-19)



Patients with COVID-19 have reportedly had mild to severe respiratory illness. Symptoms can include

- Fever
- Cough
- Shortness of breath

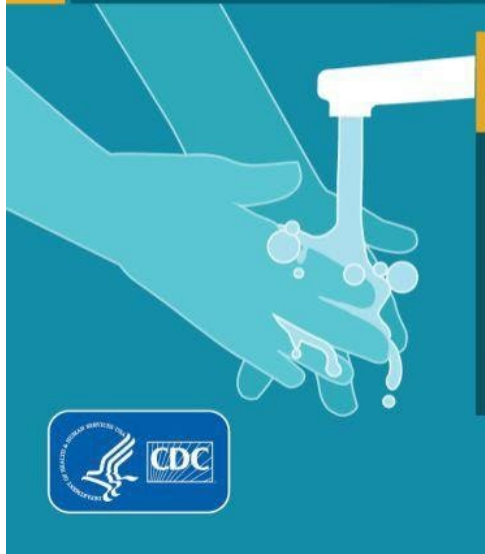
\*Symptoms may appear 2-14 days after exposure.

Seek medical advice if you develop symptoms, and have been in close contact with a person known to have COVID-19 or if you live in or have recently been in an area with ongoing spread of COVID-19.

[cdc.gov/COVID19-symptoms](https://www.cdc.gov/COVID19-symptoms)

314705-B March 21, 2020 4:58 PM

# CORONAVIRUS DISEASE 2019 (COVID-19)



You can help prevent the spread of respiratory illnesses with these actions:

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose & mouth.
- Practice social distancing by putting space between yourself & others.
- Wash hands often with soap & water for at least 20 seconds.

[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

316159-A March 25, 2020 8:00 AM

## ON CAMPUS AND IN THE CLASSROOM



## APPENDIX C

# RDUSD Athletics Active COVID-19 Screening and Positive Case Confirmation Protocol

### Active Screening

- Staff will take the temperature of all students with a non-touch thermometer and ask if they have exhibited, or been exposed to, the following symptoms: fever, cough, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell (SCPH2020-21 p. 12)
  - If no symptoms or temperature, student passes the screen
  - If a temperature of 100.1 or higher, and/or the student is exhibiting any of the above symptoms:
    - The student or staff will be relocated to an isolated area
    - The student or staff will be required to wear a face mask
    - The coach will immediately notify the Athletic Director, who will then notify the Principal. The principal will notify the Superintendent's Office.
      - The coach will notify the parent/guardian and monitor the individual until support arrives (parent/guardian).
    - Staff will call 911 when symptoms are severe, including persistent pain, pressure in chest area, confusion, bluish lips or face
    - Communication and cleaning protocols will be implemented as directed.
    - The student or staff will not return to athletics for 14 days, or until cleared by a medical professional.
    - Coaches will suspend further activities until given direction.

### If a student or staff has a positively confirmed diagnosis of COVID-19:

- The coach will contact the Athletic Director, who will then notify the Principal. The principal will notify the Superintendent's Office and the COVID-19 designee.
  - Sacramento County Public Health will be contacted for next steps (916-875-5881)
- Communication and cleaning protocols will be implemented as directed
- Coaches will suspend further activities until given further direction.

## APPENDIX D

### ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND AGREEMENT TO ABIDE BY RDUSD ATHLETIC COVID-19 PROTOCOLS

Activity: Athletics / Extra-curricular Activities 2020/21

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

Student(s) : \_\_\_\_\_

The novel coronavirus (or COVID-19) has created a pandemic resulting in a State of Emergency in California. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health officers have required or recommended social distancing and, in many instances, have prohibited or significantly limited the congregation of groups of people.

River Delta Unified School District ("RDUSD") is complying with guidance and taking reasonable steps to mitigate the risk of spreading COVID-19. However, this risk cannot be completely eliminated and RDUSD cannot guarantee that you and/or, if applicable, your student(s)/child(ren) will not become infected with COVID-19. Further, participating in the RDUSD athletic program and related events and activities ("Athletic Program") could increase your and/or, if applicable, your student(s)/child(ren)'s risk of contracting COVID-19. Consequently, for the safety of our staff, students, parents, and other visitors, RDUSD requires all persons participating in its activities during this pandemic to acknowledge an assumption of the risk, waive (i.e. release) liability, and agree to abide by our COVID-19 protocols, as follows:

1. I request to participate in the Athletic Program. If applicable, I am the parent and/or legal guardian of the above-named student(s)/child(ren), and I request that he/she/they be allowed to participate in the Athletic Program and I give my permission for he/she/they to do so.
2. Assumption of Risk. By signing this agreement, I understand and acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and, if applicable, my student(s)/child(ren), may be exposed to or infected by COVID-19 by participating in the Athletic Program, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in the Athletic Program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants or RDUSD officials, employees, volunteers, and/or representatives. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any

harm, loss, or injury to myself and/or, if applicable, my student(s)/child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind, that I, or, if applicable, my student(s)/child(ren), may experience or incur in connection with the Athletic Program ("Claims").

3. Waiver of Liability. In consideration for the District allowing me and/or, if applicable, my student(s)/child(ren) to participate in the Athletic Program, I, on behalf of myself, and/or, if applicable, my student(s)/child(ren), hereby release, covenant not to sue, discharge, and hold harmless the District, and any officials, employees, volunteers, and/or representatives thereof ("Releasees"), of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of RDUSD, its officials, employees, volunteers, and/or representatives, whether a COVID-19 infection occurs before, during, or after participation in the Athletic Program.
  
4. Agreement to Abide by COVID-19 Protocols. I agree that I, and/or, if applicable, my student(s)/child(ren), will not enter District grounds or facilities if I am, and/or he/she/they is/are, feeling ill, which includes, but is not limited to, the following symptoms: fever, cough, difficulty breathing, shortness of breath, chest pain, and/or bluish lips or face. I understand and acknowledge that I, or, if applicable, my student(s)/child(ren), may be denied entrance or admittance if the District determines that I am, or he/she/they is/are, showing any such symptoms. I warrant and represent that I am not aware of any medical condition of myself and/or, if applicable, my student(s)/child(ren) which would render it inappropriate for me and/or him/her/they to participate in the activity. I agree to abide by all COVID-19 guidelines and other COVID-19-related policies and procedures, which may change over time as circumstances change over time. This may include hand washing requirements and temperature checks for myself and, if applicable, my student(s)/child(ren). I agree to practice good hygiene etiquette such as sneezing into my elbow, utilizing tissues, and avoid touching my eyes, nose, and mouth, and, if applicable, to instruct my student(s)/child(ren) to do the same. I understand and acknowledge that my failure to abide by and/or my failure to ensure that any student/child of mine abides by this agreement may result in me and/or, if applicable, my student(s)/child(ren), being removed from the Athletic Program.

I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND AGREEMENT TO ABIDE BY RDUSD ATHLETIC COVID-19 PROTOCOLS, FULLY UNDERSTAND ITS TERMS.

\_\_\_\_\_  
Student Name

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her/their personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her/their release provided above for all the Releasees, and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence and/or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

RDUSD DRAFT



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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments:   X  

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number:   21  

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

**SUBJECT:**

The Community Eligibility Provision (CEP) is an alternate meal counting and collection procedure provision that was made available to all schools nationwide in school year 2014-15. Requesting the Board to choose from Options 1, 2 or 3 and if applicable authorize the Superintendent or her designee to move forward with the CEP application.

**BACKGROUND:**

CEP schools provide breakfast and lunch at no cost to all students in the eligible school(s). The CEP reduces the application burdens to once every four years. However, information is still collected annual.

CEP schools must have a minimum Identified Student Percentage (ISP) of 40% based on enrollment, to participate in the CEP. Identified students are those who are directly certified for meals at no cost on the basis of their participation in CalFresh, CalWORKS and Medi-Cal free, and the extension of these benefits go to students with the same household. Also included are students certified as homeless, migrant, foster, runaway, or participating in the Head Start program.

**STATUS:**

Bates Elementary, Walnut Grove Elementary, Isleton Elementary and DH White Elementary are all eligible to participate in the Community Eligibility Provision. The district has 3 options moving forward:

**Option 1:** Do not participate in CEP with negative balances of \$14,806.

**Option 2:** Participate with Sacramento county elementary schools with reimbursement rate of 92.3% and a loss of \$3,158.

**Option 3:** Participate with all elementary schools with reimbursement rate of 79.9% and a loss of \$9,659

**PRESENTER:**

Elizabeth Keema-Aston, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT: N/A**

**COST AND FUNDING SOURCES:**

Unknown annual negative ending balances

**RECOMMENDATION:**

That the Board gives direction as to proceed with Option 1 -3 as listed above.

Time allocated: 5 minutes



Elementary Site Negative Balances as of  
April 23, 2020

Bates	3,011.60
Isleton	2,983.65
Walnut Grove	3,424.70
	<b>9,419.95</b>
DH White	<b>5,386.55</b>
<b>Total Elem.</b>	<b>14,806.50</b>

CEP 6-4-20 eka

# Community Eligibility Provision (CEP) Monthly Federal Reimbursement Estimator

Use to **estimate** the level of Federal reimbursement received under the CEP

3  
Schools

District Name:

## Step 1: Calculating the Identified Student Percentage

If grouping schools, use the grouping calculator to assist in determining 1.1 and 1.2.

Enter the number of identified students and enrolled students that is reflective of April 1<sup>st</sup> in 1.1 and 1.2

[Click to define: Identified Students](#)

**1.1) Enter the number of identified students**      259

**1.2) Enter the TOTAL student enrollment**      449

ISP Base Number, rounded to 4 decimal places      **0.5768**

ISP Percentage of identified students = **57.68%**  
*\*\*This percentage must be at least 40% to be eligible\*\**

Percentage of meals reimbursed at the Federal FREE rate = **92.29%**

Percentage of meals reimbursed at the Federal PAID rate = **7.71%**

## Step 2: Federal Reimbursement Rates

Select the current reimbursement rates used for each program  
 (without the \$0.06).  
 The additional \$0.06 is applied in the next box

	Lunch	Breakfast
Free	\$3.33 ▼	\$2.14 ▼
Paid	\$0.33 ▼	\$0.31 ▼

Select "\$0.06" if the SFA is certified for the additional \$0.06.

\$0.06 ▼

## Step 3: Monthly Meal Data

Enter in the number of LUNCHES and/or BREAKFASTS served in a month in 3.1 and 3.2

**3.1) Enter the total number of LUNCHES served in a month:**      6,656

**3.2) Enter the total number of BREAKFASTS served in a month:**      5,128

Total number of MEALS served in a month:      11,784

**Step 4:** Anticipated Participation Change due to serving all FREE meals (for example enter 2 for 2%):

*NLSP*

*SBP*

**2.00%**

**2.00%**

Total number of LUNCHES reimbursed at FREE rate=      4,956

Total number of LUNCHES reimbursed at the PAID rate=      887

Total number of BREAKFASTS reimbursed at FREE rate=      3,723

Total number of BREAKFASTS reimbursed at the PAID rate=      752

### CEP Difference:

This section displays the estimated difference between operating CEP and the current Federal reimbursements and student payments (if applicable). If the differences boxes are green then CEP will generate the same or more Federal revenue, if the box is red then current procedures generate higher Federal Revenue

## Estimated CEP Monthly Federal Reimbursements

Reimbursement for LUNCH =      \$20,625.48

Reimbursement for BREAKFAST =      \$10,251.07

Total Reimbursement Level=      \$30,876.55

Federal Reimbursement per LUNCH=      \$3.33

Federal Reimbursement per BREAKFAST=      \$2.14

**Optional Comparison:** Enter current monthly Federal reimbursements and student payment revenue

LUNCH=      \$22,905.17

BREAKFAST=      \$11,128.92

<b>LUNCH Difference=</b>	-\$2,279.69	<b>Total Difference</b>
--------------------------	-------------	-------------------------

<b>BREAKFAST difference=</b>	-\$877.85	-\$3,157.54
------------------------------	-----------	-------------



2019-2020 Claim Tracking Spreadsheet

DISTRICT NAME													TOTAL	FED REIMB	ST. REIMB	COMMENTS	
MONTH	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE					
<b>Lunch Counts</b>																	
Free	0	0	0	4956	0	0	0	0	0	0	0	0	4956	\$	3.5000	0.2445	Rate for +60%
Reduced	0	0	0	813	0	0	0	0	0	0	0	0	813	\$	3.1000	0.2445	
Paid	0	0	0	887	0	0	0	0	0	0	0	0	887	\$	0.4100	0	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6656</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6656</b>	<b>\$</b>	<b>20,229.9700</b>	<b>\$1,410.52</b>	
<b>Breakfast Counts</b>																	
Free	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	1.7900	0	
Reduced	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	1.4900	0	
Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	0.3100	0	
<b>Esp. Needy Counts</b>																	
Free	0	0	0	3723	0	0	0	0	0	0	0	0	3723	\$	2.2000	0.2445	
Reduced	0	0	0	653	0	0	0	0	0	0	0	0	653	\$	1.9000	0.2445	
Paid	0	0	0	752	0	0	0	0	0	0	0	0	752	\$	0.3100	0	
<b>Total Breakfast</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5128</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5128</b>	<b>\$</b>	<b>9,664.4200</b>	<b>\$1,069.93</b>	
<b>Snacks</b>																	
Free	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	0.9400		
Reduced	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-		
Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-		
<b>Total Snacks</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>-</b>		
<b>Dinner</b>																	
Free	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	3.4100		\$3.545 includes CIL of Commodities for 2019
Reduced	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-		
Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-		
<b>Total Dinner</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>-</b>		
<b>Seamless Summer</b>																	
Breakfast	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	2.2000	0	
Lunch	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	3.5000	0	
Dinner	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	0.3100	0	
Snack	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	0.9400	0	
<b>Total Seamless Summer</b>														<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>Summer Food Service Program</b>																	
Breakfast	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	2.1900	0	Don't use
Lunch	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	3.8575	0	
Dinner	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	3.8325	0	
Snack	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	0.9100	0	
<b>Total Summer Food Service Program</b>														<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>

If <60%  
change column O

3.29  
2.89  
0.37

If cash in lieu:  
Change column O

3.64  
0.23  
0.23



# Community Eligibility Provision (CEP) Monthly Federal Reimbursement Estimator

Use to **estimate** the level of Federal reimbursement received under the CEP

4  
Schools

District Name:

## Step 1: Calculating the Identified Student Percentage

If grouping schools, use the grouping calculator to assist in determining 1.1 and 1.2.

Enter the number of identified students and enrolled students that is reflective of April 1<sup>st</sup> in 1.1 and 1.2

[Click to define: Identified Students](#)

**1.1) Enter the number of identified students**      408

**1.2) Enter the TOTAL student enrollment**      817

ISP Base Number, rounded to 4 decimal places      0.4994

ISP Percentage of identified students =      49.94%  
*\*\*This percentage must be at least 40% to be eligible\*\**

Percentage of meals reimbursed at the Federal FREE rate =      79.90%

Percentage of meals reimbursed at the Federal PAID rate =      20.10%

## Step 2: Federal Reimbursement Rates

Select the current reimbursement rates used for each program (without the \$0.06).  
 The additional \$0.06 is applied in the next box

	Lunch	Breakfast
Free	\$3.33 ▼	\$2.14 ▼
Paid	\$0.33 ▼	\$0.31 ▼

Select "\$0.06" if the SFA is certified for the additional \$0.06.

\$0.06 ▼

## Step 3: Monthly Meal Data

Enter in the number of LUNCHES and/or BREAKFASTS served in a month in 3.1 and 3.2

**3.1) Enter the total number of LUNCHES served in a month:**      9,781

**3.2) Enter the total number of BREAKFASTS served in a month:**      7,282

Total number of MEALS served in a month:      17,063

**Step 4:** Anticipated Participation Change due to serving all FREE meals (for example enter 2 for 2%):

*NLSP*

*SBP*

**2.00%**

**2.00%**

Total number of LUNCHES reimbursed at FREE rate=      7,038

Total number of LUNCHES reimbursed at the PAID rate=      1,595

Total number of BREAKFASTS reimbursed at FREE rate=      5,117

Total number of BREAKFASTS reimbursed at the PAID rate=      1,246

### CEP Difference:

This section displays the estimated difference between operating CEP and the current Federal reimbursements and student payments (if applicable). If the differences boxes are green then CEP will generate the same or more Federal revenue, if the box is red then current procedures generate higher Federal Revenue

## Estimated CEP Monthly Federal Reimbursements

Reimbursement for LUNCH =      \$26,672.73

Reimbursement for BREAKFAST =      \$12,904.36

Total Reimbursement Level=      \$39,577.09

Federal Reimbursement per LUNCH=      \$3.33

Federal Reimbursement per BREAKFAST=      \$2.14

**Optional Comparison:** Enter current monthly Federal reimbursements and student payment revenue

LUNCH=      \$33,485.80

BREAKFAST=      \$15,750.16

LUNCH Difference=	-\$6,813.07	Total Difference
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BREAKFAST difference=	-\$2,845.80	-\$9,658.87
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2019-2020 Claim Tracking Spreadsheet

DISTRICT NAME													TOTAL	FED REIMB	ST. REIMB	COMMENTS
MONTH	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE	TOTAL	FED REIMB	ST. REIMB	COMMENTS
<b>Lunch Counts</b>																
Free	0	0	0	7038	0	0	0	0	0	0	0	0	7038	\$ 3.5000	0.2445	Rate for +60%
Reduced	0	0	0	1148	0	0	0	0	0	0	0	0	1148	\$ 3.1000	0.2445	
Paid	0	0	0	1595	0	0	0	0	0	0	0	0	1595	\$ 0.4100	0	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9781</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9781</b>	<b>\$ 28,845.7500</b>	<b>\$2,001.48</b>	
<b>Breakfast Counts</b>																
Free	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 1.7900	0	
Reduced	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 1.4900	0	
Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.3100	0	
<b>Esp. Needy Counts</b>																
Free	0	0	0	5117	0	0	0	0	0	0	0	0	5117	\$ 2.2000	0.2445	
Reduced	0	0	0	919	0	0	0	0	0	0	0	0	919	\$ 1.9000	0.2445	
Paid	0	0	0	1246	0	0	0	0	0	0	0	0	1246	\$ 0.3100	0	
<b>Total Breakfast</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7282</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7282</b>	<b>\$ 13,389.7600</b>	<b>\$1,475.80</b>	
<b>Snacks</b>																
Free	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.9400	0	
Reduced	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	0	
Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	0	
<b>Total Snacks</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>-</b>	
<b>Dinner</b>																
Free	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3.4100	0	\$3.545 includes CIL of Commodities for 2019
Reduced	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	0	
Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	0	
<b>Total Dinner</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>-</b>	
<b>Seamless Summer</b>																
Breakfast	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 2.2000	0	
Lunch	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3.5000	0	
Dinner	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.3100	0	
Snack	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.9400	0	
<b>Total Seamless Summer</b>														<b>\$ -</b>	<b>\$ -</b>	
<b>Summer Food Service Program</b>																
Breakfast	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 2.1900	0	Don't use
Lunch	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3.8575	0	
Dinner	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3.8325	0	
Snack	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.9100	0	
<b>Total Summer Food Service Program</b>														<b>\$ -</b>	<b>\$ -</b>	

If <60%  
change column O  
3.29  
2.89  
0.37

If cash in lieu:  
Change column O  
3.64  
0.23  
0.23

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: \_\_\_\_\_x

From: Nicole Latimer, Director of Educational Services

Item Number: 22

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

**SUBJECT:**

Request to approve Resolution #796 CDE Child Development Services Contract – CSPP-9404 California State Preschool naming Nicole Latimer, Director of Education Services, Sharon Silva, Chief Business Officer and Stacy Wallace, Principal, as authorized signees to sign transactions for the Governing Board

**BACKGROUND:**

This action is required to authorize signees: Nicole Latimer, Director of Education Services; Sharon Silva, Chief Business Officer, and Stacy Wallace, Principal.

**STATUS:**

See attached Resolution #796

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

None

**RECOMMENDATION:**

That the Board approves Resolution #796 CDE Child Development Services Contract- CSPP-9404 California State Preschool naming Nicole Latimer, Director of Education Services, Sharon Silva, Chief Business Officer, and Stacy Wallace, Principal, as authorized signees to sign transactions for the Governing Board.

Time allocated: 2 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 796**

**Resolution Authorizing Designees to Sign Transactions  
For the CDE Child Development Services Contract – CSPP-9404-00  
California State Preschool Program**

**BE IT RESOLVED** by the Board of Trustees of the River Delta Unified School District authorizes the CDE Child Development Services Contract CSPP-9404 California State Preschool Program Contract and that the persons who are listed below are authorized to sign the transactions for the Governing Board. Nicole Latimer, Director of Education Services; Sharon Silva, Chief Business Officer and Stacy Wallace, Principal.

**PASSED AND ADOPTED** the 23<sup>th</sup> day of June 2020, by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:  
NOES:  
ABSENT:

**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. 796, adopted by the said Board at a meeting thereof held at a public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_, June 23, 2020  
Marilyn Riley, Clerk (Date)  
Board of Trustees  
River Delta Unified School District

**SIGNATURES OF AUTHORIZED EMPLOYEES:**

\_\_\_\_\_, Nicole Latimer, Director of Education Services

\_\_\_\_\_, Sharon Silva, Chief Business Officer

\_\_\_\_\_, Stacy Wallace, Principal

End

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: June 23, 2020

Attachments: \_\_\_\_\_

From: Katherine Wright, Superintendent

Item Number: 23

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

**SUBJECT:**

Reclassification of the Director of Personnel on the Classified Management & Confidential Employees Salary Schedule from Range 11 to Range 15

**BACKGROUND:**

Prior to 2000, the District employed an Administrative Assistant for Personnel. In 2000 the Board of Trustees approved a job title change from Administrative Assistant for Personnel to Director of Personnel. The Director of Personnel position has been at Range 11 for 20 years with the option of earning overtime. The equivalent hourly rate for Range 11 qualifies to submit for overtime compensation. On average, the District pays \$10,000 in overtime each year for this position which creates more cost to the District in processing the paperwork and payment. In some years, this position earns more compensation than the other Director level positions on the same salary schedule because of the overtime option. All other Director level positions on the same salary schedule are on Range 15 or higher. The equivalent hourly rate for Range 15 does not qualify for overtime compensation.

**STATUS:**

Placing this position on Range 15 stabilizes the amount of District funds being expended, aligns the Director level positions on the salary schedule, and ensures equitable compensation.

**PRESENTER:**

Katherine Wright, Superintendent

**COST AND FUNDING SOURCES:**

Increase of \$1,500 yearly cost to the District

**RECOMMENDATION:**

That the Board approves the Reclassification of the Director of Personnel on the Classified Management & Confidential Employees Salary Schedule from Range 11 to Range 15

Time allocated: 5 minutes