

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:

January 14, 2020

Rio Vista High School ♦ 410 South Fourth Street Rio Vista, CA

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

REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 5:30 p.m.)
2. Roll Call
3. Review Closed Session Agenda (see attached agenda)
 - 3.1 Announce Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items Only
4. Approve Closed Session Agenda and Adjourn to the **Closed Session** (@5:35 p.m.)
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____
5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: _____
 - 5.1 Retake Roll Call
Member Fernandez ___; Member Olson ___; Member Riley ___;
Member Stone ___; Member Elliott ___; Member Casillas ___; Member Mahoney ___
 - 5.2 Pledge of Allegiance
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) – Board President Fernandez
7. Review and Approve the **Open Session** Agenda
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
8. Public Comment: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific item listed until it is brought up for discussion.** To address the Board, please complete a Speaker Card and hand it to the Recording Secretary, and when you have been called on, please step up to the podium and state your name. **However, understand the Board may not take action on any item which is not listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed two minutes to address the Board on any non-agendized item. The Board may limit the total time for public input on each agenda or non-agenda item to 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.}
9. **Reports, Presentations, Information**
 - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.1.1 Board Members' report(s)
 - 9.1.2 Committee report(s)
 - 9.1.3 Superintendent Wright's report(s)

- 9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Elizabeth Keema-Aston, Chief Business Officer; Ken Gaston, Director of MOT
 - 9.2.1 ADA/Enrollment Report – Elizabeth Keema-Aston
 - 9.2.2 Monthly Financial Report – Elizabeth Keema-Aston
 - 9.2.2.1 Timeline for preparation of the 2019-2020 District Budget and LCAP
 - 9.2.3 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT
 - 9.2.4 Discussion of the Annual Developer Fee Report – Elizabeth Keema-Aston
- 9.3 Education Services' Reports and/or Presentation(s) - Nicole Latimer, Director of Educational Services and Special Education
 - 9.3.1 Sacramento County Office of Education First Quarterly Williams Review Report for 2019-2020 – Nicole Latimer
 - 9.3.2 Williams' Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials – Second Quarter (October – December 2019) – Nicole Latimer
- 9.4 A Representative from Crowe LLP to present River Delta Unified School District's 2018-2019 Audit Reports
- 9.5 River Delta Unified Teacher's Association (RDUTA) Update
- 9.6 California State Employee's Association (CSEA) Chapter #319 Update
- 9.7 Public Hearing to seek a waiver of the Election Requirement from the State Board of Education – Katherine Wright

Public Hearing Opened: ____pm Public Comment: Public Hearing Closed: ____pm

10. **Consent Calendar**

- 10.1 Approve Board Minutes
 - Regular Meeting of the Board, December 17, 2019
- 10.2 Receive and Approve Monthly Personnel Reports
 - As of January 14, 2020
- 10.3 District's Monthly Expenditure Report
 - December 2019
- 10.4 Request to approve the Delta High School's FFA students and teachers to travel and attend the Annual California State FFA Convention in Anaheim, CA from April 22-26, 2020 – Funding by Ag Boosters, Ag Incentive Funding, fundraising and by students – Shanan Spears and Laura Uslan
- 10.5 Request to approve Delta High School's Senior Class of 2020 graduation trip to Disneyland in Anaheim, CA on May 27-28, 2020 – Laura Uslan
- 10.6 Request to approve Rio Vista High School's FFA students and teachers to travel and attend the Annual California State FFA Convention in Anaheim, CA from April 23-26, 2020 – Vicky Turk, Maureen Reis & Ashlyn Bartlett
- 10.7 Request approval for out-of-state travel for Rio Vista High School's American Field Service students domestic exchange visit to Park Ridge, New Jersey from April 4-8, 2020 – Vicky Turk
- 10.8 Request to approve Rio Vista High School's Class of 2020 graduation trip to Disneyland in Anaheim, CA on May 27-28, 2020 – Vicky Turk
- 10.9 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional assistant) for the 2019-2020 school year at a cost not to exceed \$50,000 – Special Educational Funds – Danielle Tharp
- 10.10 Request to approve the leave of absence made by Elvia Navarro – Bonnie Kauzlarich
- 10.11 Request to approve grant renewal application for After School Education & Safety Program Grant (ASES) for Bates Elementary School, Walnut Grove Elementary School, and Isleton Elementary School – Nicole Latimer
- 10.12 Donations

D.H White Elementary School – Breakfast with Santa
 Lira's Supermarket
 Cub Scout Group 101
 Mr. Charlie Clark
 Rio Vista Lions Club

Riverview Middle School - Computers

Rio Vista Foundation/Sister Cities Association - \$2,500

Riverview Middle School

Beth Brockhouse - \$153.84

Rio Vista High School – In memory of Jerry Rubier

Everene McPherson

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

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

- 11. Request to approve the dedication and naming of the Courtland High School Auditorium in honor of life-long Courtland resident and physician, Dr. Henry Go – Katherine Wright

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

- 12. Request to accept and approve the Audit Report of Crowe LLP, Independent Auditor, for Fiscal Year 2018-2019 - Elizabeth Keema-Aston

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

- 13. Request to accept and approve the Audit reports of Crowe LLP, Independent Auditor, for Fiscal Year 2018-2019 for SFID#1 and SFID#2 – Elizabeth Keema-Aston

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

- 14. Request to adopt Resolution #775 Requesting a Waiver of the Election Requirement from the Board of Education to waive the voter approval requirement, which could reduce the cost and expedite the implementation to meet the November 2020 elections – Katherine Wright

Motioned: _____ Second: _____

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

- 15. Request to adopt Resolution #776 a proposal to The Sacramento County Committee on School District Organization for the Adoption of Trustee-Area Elections: Changing River Delta Unified School District’s Election Method from a Hybrid “At-Large” method to a “By-Trustee Area” method – Katherine Wright

Motioned: _____ Second: _____

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

- 16. Request to approve the River Delta Unified School District’s Guidelines for Student Disciplinary Actions regarding Cell Phones or other Electronic Devices – Katherine Wright

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

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

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

- 18. Request to approve the Contract with RGM Kramer, Inc for Construction Planning and Management Services for the addition of two modular classrooms at DH White Elementary, not to exceed \$79,000 from Fund 25 Developer Fees – Elizabeth Keema-Aston

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

- 19. Request to approve the proposed Districtwide School Calendar for the 2020-2021 school year Katherine Wright

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

20. Request approval authorizing Superintendent Katherine Wright to purchase two 30' X 32' DSA (NonStd) Modular Classrooms for D.H. White Elementary School, at a cost of \$142,168.12 from Fund 25 Developer Fees – Katherine Wright

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

21. Request to approve the Contract with Wilson Architecture, Inc. for design and engineering services for the addition of two modular classrooms at DH White Elementary School and associated permits, plans and site improvements, at a cost of \$21,800 from Fund 25 Developer Fees – Katherine Wright

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

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

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

24. Adjournment

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

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office, District administrative offices and that the Board of Trustees Members, school sites, and the community libraries were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, January 10, 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:

January 14, 2020

Rio Vista High School ♦ 410 South Fourth Street Rio Vista, CA

CLOSED SESSION

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

A Closed Session will be held beginning at 5:35 p.m. on January 14, 2020, at the Rio Vista High School, Rio Vista, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

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

4.2 **Possible or Pending Litigation** [Government Code 54956.9(a)(b)(c)]

Following Conference with Legal Counsel Following Conference with Legal Counsel
(Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP; 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

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

4.3.5.1 RDUTA

4.3.5.2 CSEA

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

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

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 9.2.1

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

SUBJECT: Monthly Enrollment and ADA Report (**DECEMBER MONTH 5**)

BACKGROUND: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment an ADA for 2018-2019 and 2019-2020. The summary also shows the increase/decrease enrollment for current and prior months. The attached charts compare the ADA with Enrollment for the current year and five (5) prior years.

STATUS: District-wide enrollment **increased by 62 students** compared to the same month last year, *increasing* from 1,893 to 1,955. (Does not include Adult Ed)

District-wide enrollment **increased by 2 students** compared to **last month** (*November*), **increasing** from 1,953 to 1,955. (Does not include Adult Ed)

District-wide attendance **decreased 44 ADA** compared to **last month** (*November*), **decreasing** from 1,852 to 1,808 (Does not include Adult Ed)

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receives the information presented.

Time allocated: 3 minutes

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr	% of ADA	OCT	OCT	Incr/Decr	% of ADA	NOV	NOV	Incr/Decr	% of ADA	DEC	DEC	Incr/Decr	% of ADA
		18-19	19-20			18-19	19-20	From Pr Month		18-19	19-20	From Pr Month		18-19	19-20	From Pr Month		18-19	19-20	From Pr Month	
BATES	ENR	118	118			121	123	5		122	123	0		127	123	0		127	123	0	
	ADA	116	116	98.3%		117	121		98.4%	117	120		97.6%	121	120		97.6%	120	115		93.5%
CLARKSBURG (7th & 8th Gr)	ENR	193	176			195	177	1		191	177	0		192	178	1		192	177	-1	
	ADA	188	170	96.6%		188	172		97.2%	188	172		97.2%	182	169		94.9%	184	167		94.4%
ISLETON	ENR	162	155			158	158	3		158	156	-2		158	153	-3		150	153	0	
	ADA	155	150	96.8%		153	150		94.9%	152	151		96.8%	151	146		95.4%	151	141		92.2%
RIVERVIEW	ENR	234	256			233	253	-3		236	253	0		235	253	0		229	250	-3	
	ADA	222	246	96.1%		222	244		96.4%	226	242		95.7%	224	243		96.0%	217	235		94.0%
WALNUT GROVE	ENR	165	176			168	172	-4		168	174	2		166	176	2		167	176	0	
	ADA	158	167	94.9%		160	167		97.1%	163	166		95.4%	161	167		94.9%	156	158		89.8%
D.H. WHITE	ENR	333	351			346	346	-5		350	345	-1		350	338	-7		333	341	3	
	ADA	319	330	94.0%		327	330		95.4%	332	328		95.1%	335	326		96.4%	327	317		93.0%
ELEMENTARY SUB TOTAL	ENR	1,205	1,232			1,221	1,229	-3		1,225	1,228	-1		1,228	1,221	-7		1,198	1,220	-1	
	ADA	1,158	1,179			1,167	1,184			1,178	1,179			1,174	1,171			1,155	1,133		
CLARKSBURG (9th Grade)	ENR	83	96			83	95	-1		84	94	-1		83	94	0		82	96	2	
	ADA	81	94	97.9%		80	92		96.8%	79	92		97.9%	78	90		95.7%	79	89		92.7%
DELTA HIGH	ENR	191	209			191	207	-2		192	207	0		190	206	-1		190	205	-1	
	ADA	183	205	98.1%		184	200		96.6%	183	198		95.7%	183	193		93.7%	179	194		94.6%
RIO VISTA HIGH	ENR	414	409			412	402	-7		407	405	3		407	396	-9		391	396	0	
	ADA	398	392	95.8%		395	381		94.8%	393	383		94.6%	391	375		94.7%	391	364		91.9%
HIGH SCHOOL SUB TOTAL	ENR	688	714			686	704	-10		683	706	2		680	696	-10		663	697	1	
	ADA	662	691			659	673			655	673			652	658			649	647		
Mokelumne High (Continuation)	ENR	14	17			14	18	1		14	15	-3		12	16	1		12	16	0	
	ADA	11	12			12	13			11	11			11	9			9	10		
River Delta High/Elem (Alternative)	ENR	18	7			18	9	2		21	11	2		20	15	4		15	16	1	
	ADA	16	8			16	8			16	10			18	11			18	15		
Community Day	ENR	3	2			3	4	2		3	4	0		3	5	1		5	6	1	
	ADA	3	2			3	2			3	3			4	3			3	3		
TOTAL K-12 LCFF Funded	ENR	1,928	1,972			1,942	1,964	-8		1,946	1,964	0		1,943	1,953	-11		1,893	1,955	2	
	ADA	1,850	1,892			1,857	1,880			1,863	1,876			1,859	1,852			1,834	1,808		
Wind River- Adult Ed	ENR	0	0			30	6	6		27	9	3		39	11	2		42	14	3	
TOTAL DISTRICT	ENR	1,928	1,972			1,972	1,970	-2		1,973	1,973	3		1,982	1,964	-9		1,935	1,969	5	

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Elizabeth Keema-Aston

Item Number: 9.2.2

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

SUBJECT:

Monthly Financial Report

BACKGROUND:

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

This report does not include any encumbered expenditures

STATUS:

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: NOT APPLICABLE

RECOMMENDATION:

That the Board receives the Monthly Financial report as submitted

Time allocated: 3 minutes

River Delta Unified School District
 2019-20 Working Budget vs. Actuals Report
 December 31, 2019

Working Budget						Actuals thru: 12/31/2019					
	Beginning Balance (A)	Net Income/ Contributions in (B)	Expense/ Contributions out (C)	Ending Balance (D)	YTD Income (E)	YTD Paid to Delta Charter (F)	YTD Net Revenue (G)	Percentage Received (H)	YTD Expense (I)	Percentage Spent (J)	
					(G/B=H)				(I/C=J)		
General Fund: (01)											
Unrestricted	5,684,341	16,687,372	18,054,658	4,317,055	8,618,034	868,536	7,749,498	46.44%	7,291,119	40.38%	
Restricted	955,689	7,824,856	8,462,807	317,738	818,670		818,670	10.46%	2,545,933	30.08%	
Combined	6,640,030	24,512,228	26,517,465	4,634,793	9,436,704	868,536	8,568,168	34.95%	9,837,052	37.10%	
2019-20 TRAN's \$500,000											
Other Funds											
Adult Ed. (11)	58,321	106,875	165,196	-	43,938		47,496	44.44%	43,938	26.60%	
Child Development (12)	5,996	299,381	305,377	-	120,112		120,112	40.12%	94,518	30.95%	
Cafeteria (13)	60,295	1,053,172	1,088,434	25,033	281,102		281,102	26.69%	389,585	35.79%	
Sp. Res-Other than Cap. Outlay (17)	70,659	700	-	71,359	17		17	2.43%	-	0.00%	
Bond Fund (21)	274,451	38,600	255,493	57,558	15,092		15,092	39.10%	244,717	95.78%	
Bond Fund- SFID #1 South (22)	-	-	-	-	-		-	0.00%	-	0.00%	
Bond Fund - SFID #2 North (23)	-	-	-	-	-		-	0.00%	-	0.00%	
Developer Fees (25)	1,324,219	655,311	253,190	1,726,340	140,106		140,106	21.38%	221,972	87.67%	
County School Facilities (35)	3,305	18	-	3,323	1		1	5.56%	-	0.00%	
Capital Projects (49)	3,309	8,055	7,965	3,399	-		-	0.00%	5,899	74.06%	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 9.2.2.1

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

SUBJECT:

2020-2021 LCAP & Budget Development Calendar

BACKGROUND:

The budget calendar is the outline of the steps and timeline for the board and administration to be used in preparation of the new fiscal year budget and Local Control Accountability Plan (LCAP) culminating in the adoption of both documents in June 2017. The Local Control Accountability Plan (LCAP) is a component of the state funding model, along with the Local Control Funding Formula (LCFF). Districts are required to describe how they intend to meet annual goals for all pupils. The district's Budget and LCAP must be aligned.

STATUS:

The Budget Calendar for 2020-2021 is attached as a supporting document

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board received the information on the timeline for preparation of the 2020-21 District Budget and Local Control Accountability Plan.

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

2020-21 BUDGET and LOCAL CONTROL ACCOUNTABILITY PLAN DEVELOPMENT TIMELINE

DATE	ACTIVITY	RESPONSIBLE PARTY
Aug-Sept	LCAP Collaborative Work Groups Session #1	LCAP Goal Leads
Nov-Dec	LCAP Collaborative Work Groups Session #2	LCAP Goal Leads
Jan 14	Present Budget Development Timeline to Board	CBO
Jan 16	Governor's Budget Workshop	Superintendent & CBO
Jan	Parent presentation on LCAP & LCFF at School Site	Superintendent
Jan	Receive LCAP input from RDUTA	Superintendent & Bargaining Units
Jan	Receive LCAP input from CSEA	Superintendent & Bargaining Units
Jan	Review enrollment and staffing projections	Superintendent, CBO & H.R.
Jan 29	Receive LCAP input from DLAC/DAC/PI meeting	Superintendent, Principal of WG
Jan-Feb	LCAP Collaborative Work Groups Session #3	LCAP Goal Leads
Feb	Develop Initial Budget Assumptions	Business Office
Feb	Parent presentation on LCAP & LCFF at School Site	Superintendent
Feb 18	Report to Board on Information received at Jan. Governor's Budget Workshop	CBO
Mar	Receive input from Delta High and Rio Vista High School Students	Principals
Mar	LCAP Collaborative Work Groups Session #4	LCAP Goal Leads
Mar	Parent presentation on LCAP & LCFF at School Site - completed	Superintendent
Mar 10	2nd Interim Budget Report presented to the Board	CBO
Mar 31	Draft of Plan Summary & Stakeholder engagement sections of LCAP completed	Superintendent , Director of Ed
April 30	LCAP to SCOE for Review	Superintendent , Director of Ed, CBO
May	Attend the Governor's May Revise Budget Workshop	Superintendent & CBO
May 15	Post LCAP on-line for Stakeholder review & opportunity for written feedback	Superintendent
Jun 9	Elementary School Site Plan presentation to the Board	Principals
Jun 9	LCAP & Budget Public Hearings	Superintendent, CBO & Board of Trustees
Jun 11	LCAP - LCFF presentation at RDUSD Principals Leadership Meeting	Superintendent
Jun 23	Middle & High School Site Plan presentation to the Board	Principals
Jun 23	LCAP to Board for Final Approval	Superintendent & Board of Trustees
Jun 23	Budget adoption	CBO & Board of Trustees
Jun 24	Submit Budget and LCAP to SCOE	CBO
Jun 24	Post LCAP on district website	Executive Assistant to Superintendent

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.3

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

SUBJECT:

Monthly MOT Information Report

BACKGROUND:

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

STATUS:

See attached monthly report for the period of December 2019

PRESENTER:

Ken Gaston

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receives this information

Time allocated: 5 minutes

Maintenance, Operations & Transportation
Monthly Report for Board Meeting
January 14, 2020

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

Maintenance & Operations:

- **Bates Elementary**
 - Patched leak on roof over the boy's bathroom. - \$135
 - Transported chairs back to Bates from the Courtland Auditorium. - \$100

- **Courtland Auditorium**
 - Installed new light in front of building. Ran power for light with a timer. - \$305.50

- **Delta High School**
 - Replaced emergency sign batteries in both gyms. - \$125

- **D. H. White Elementary**
 - Patched leaks on OT room and staff room. - \$345
 - Replaced conduit fitting and pipe to irrigation system. - \$ 122.50

- **Rio Vista High School**
 - Hung banners in the gym. - \$300
 - Replaced extension cord reels in the metal shop. - \$350
 - Repaired doors in Ag Building. - \$135

- **Walnut Grove Elementary School**
 - Replaced contactor for main heating unit. - \$200

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Elizabeth Keema-Aston

Item Number: 9.2.4

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

SUBJECT:

Discuss the Annual Developer Account Report pursuant to Government Code Sections 66006(b).

BACKGROUND:

Annually, within 180 days of the close of the fiscal year, local agencies that collect developer fees need to prepare the annual developer fee report for the public and the Board. Developer fees are required to be deposited in a separate capital facilities account or fund, which for school agencies is the Capital Facilities Fund (Fund 25), so that the collection and use of developer fees is accounted for separately from the rest of the agency's activities. Any interest earned on those funds must be credited to the same fund and must be used for the same purpose as the fees collected.

STATUS:

The Developer Fee Accounting Report has been prepared and was presented to the Board and public as information only at the December 17, 2019 Regularly Scheduled meeting. The report is not open for discussion as needed.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board discuss the Annual Developer Account Report pursuant to Government Code Sections 66006(b).

Time allocated: 5 minutes

River Delta Unified School District

Developer Fee Accounting Report Pursuant to Government Code Sections 66001(d) and 66006(b)

Annual Reporting Requirements (Government Code 66006(b))

Within 180 days after the last day of each fiscal year, the District needs to make the following information available to the public:

A. A brief description of the type of fee in the account or fund

The fees are authorized by Government Code section 65995 and Education Code section 17620. The fees are collected to mitigate the impact on facilities of new students coming from new development in the District.

B. The amount of the fee

Residential Development: \$3.79 per square foot
Commercial-Industrial Development: \$0.47 per square foot

C. The beginning and ending balance of the account of fund

The District began fiscal year 2018-19 with \$357,898.16 in its Developer Fee Fund and ended the fiscal year with \$1,324,219.16.

D. The amount of the fees collected and interest earned

During fiscal year 2018-19, the District collected \$1,079,847.08 in developer fees and earned \$15,520 in interest on its developer fees.

E. An identification of each public improvement on which fees were expended and the amount of the expenditures on each public improvement, including the total percentage of the cost of the public improvement that was funded with fees

During fiscal year 2018-19, the District expended the following developer fee amounts on the following projects:

Lease payments were made for portable classrooms consisting of \$12,572 for 1 portable at D.H White, \$31,685 for 3 portables at Riverview Middle School and \$12,572 for 1 portable at Rio Vista High School.

Payment for the Shea Home Bridge Loan, originating in 2007 for costs associated with demolition and administrative facility expansion, in the amount of \$201,075.

F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete

There are no incomplete public improvement projects outstanding. Funds collected from the Encore/Liberty Ranch development are set aside for future school growth projects.

G. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan

A transfer to the Capital Facility Fund from General Fund of \$128,857.34 was made during the year for the Shea Home Bridge loan payment.

No loans or transfers out were made during fiscal year 2018-19.

H. The amount of refunds made to the current owners of record of any funds collected in excess of what was required to complete the identified public improvements.

No refunds were made during fiscal year 2018-19.

**River Delta Unified School District
Annual Report of School Facilities Fees
2018-19 Fiscal Year**

Capital Facilities Fund 25

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
<i>Beginning Balance, July 1</i>	82,543.39	44,206.31	43,868.03	49,700.31	40,933.47	357,898.16
Revenue:						
Fees Collected	122,088.59	119,640.65	130,875.59	110,160.91	492,607.43	1,079,847.08
Interest	(155.00)	(161.00)	(877.71)	(690.00)	664.00	15,520.00
Contribution from General Fund	80,000.00	100,000.00	125,000.00	137,000.00	77,054.00	128,857.34
Other Revenue	-	23,778.82				
Total Revenue	201,933.59	243,258.47	254,997.88	246,470.91	570,325.43	1,224,224.42
Expenditures:						
Shea Home Payment	201,074.76	201,074.76	201,074.76	201,074.76	201,074.76	201,074.76
Portable Lease Payments	39,195.91	42,521.99	43,016.64	54,162.99	50,238.48	56,828.52
Fee Refund					2,047.50	-
Legal Fees	-	-	5,074.20	-	-	-
Total Expenditures	240,270.67	243,596.75	249,165.60	255,237.75	253,360.74	257,903.28
Ending Balance, June 30	44,206.31	43,868.03	49,700.31	40,933.47	357,898.16	1,324,219.30

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 9.3.1

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

SUBJECT:

Sacramento County Office of Education First Quarterly Williams Review Report for 2019-2020.

BACKGROUND:

Education Code section 1240(c)(2)(G) requires the county superintendent of schools to send quarterly reports regarding the results of the school site visits and reviews to the governing boards of school districts with Williams schools. River Delta USD currently has two schools that are required to receive an annual Williams visit and review: Walnut Grove Elementary School and Clarksburg Middle School.

STATUS:

Both Walnut Grove Elementary School and Clarksburg Middle School were found to have sufficient textbooks. The Clarksburg Middle School and Walnut Grove Elementary School facilities were both found to be in 'Exemplary' condition. There were no complaints filed in the district under the Uniform Complaint Procedure in the first quarter.

PRESENTER: Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the district.

RECOMMENDATION:

That the board receives and acknowledges this information as fulfillment of Williams Settlement Requirements.

Time allocated: 2 minutes

David W. Gordon
Superintendent

December 18, 2019

BOARD OF EDUCATION

Bina Lefkowitz
President

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Board of Education
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571-1651

Katherine Wright, Superintendent
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571-1651

Re: First Quarterly *Williams* Review Report for Fiscal Year 2019-2020

Dear President Fernandez and Superintendent Wright:

As a result of the *Williams* Settlement, Education Code section 1240 requires that county offices of education visit schools in their county that ranked in deciles 1 to 3 on the 2012 Base Academic Performance Index (API) (*Williams* schools). Education Code section 1240(c)(2)(G) requires the county superintendent of schools to send quarterly reports regarding the results of school site visits and reviews to the governing boards of the school districts with *Williams* schools. The results can then be made public at a regularly scheduled and noticed meeting of each district's governing board.

This letter serves as the 2019-2020 First Quarterly Report for the River Delta Unified School District (District). A chart (Exhibit A) is enclosed that provides a breakdown of the information included in this report for each school reviewed in the District. A summary of that information is provided below.

Instructional Materials and Facilities

During the first quarter of Fiscal Year (FY) 2019-2020, my staff visited the District's two *Williams* schools. The Sacramento County Office of Education (SCOE) teams checked for the sufficiency of instructional materials and for good repair of the school facilities. Both schools reviewed in the District were found to have sufficient textbooks.

As for the condition of school facilities in 2019-2020, both reviewed schools were found to be in exemplary condition. During our inspection of the facilities, members of your District's staff accompanied the inspection team and were made aware of the need to correct identified maintenance issues. All issues were corrected within 30 days. I commend you on the excellent condition of your schools' facilities.

School Accountability Report Card

Please be reminded that pursuant to Education Code section 35256(c), the School Accountability Report Card (SARC) is required to be published by February 1 of each year. Therefore, SCOE will review the District's SARCs beginning in the third quarter of FY 2019-2020 to determine the accuracy of the District's reports regarding the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities.

During the quarter ending September 30, 2019, SCOE conducted no SARC reviews.

Teacher Vacancies and Misassignments

The decile 1 to 3 schools report from the Commission on Teacher Credentialing will be available at the end of the fourth quarter of FY 2019-2020. As such, during the first quarter, SCOE conducted no reviews of teacher vacancies and misassignments.

Uniform Complaints

Finally, according to the District's report to SCOE, there were no complaints filed in the District under the Uniform Complaint Procedure in the first quarter.

We are looking forward to working with your District throughout the year. If you have any questions regarding the above report, please contact Elizabeth Linton, Associate General Counsel at (916) 228-2755 or by email at elinton@scoe.net.

Sincerely,



David W. Gordon
Sacramento County Superintendent of Schools

DWG/EL/rb

Enclosure

EXHIBIT A
Sacramento County Superintendent of Schools
WILLIAMS SETTLEMENT LEGISLATION
FIRST QUARTERLY REPORT FOR RIVER DELTA UNIFIED SCHOOL DISTRICT
2019-2020 FISCAL YEAR

This report summarizes the results of the 2019-2020 *Williams* site visits and documentation reviews at decile 1, 2, and 3 schools (2012 Base Academic Performance Index) conducted in August 2019.

INSTRUCTIONAL MATERIALS:

Schools were reviewed for sufficient textbooks and instructional materials. “Sufficient textbooks and instructional materials” means each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the four core areas (including science laboratory equipment in grades 9-12) as well as, for middle and high school, in foreign language and health.

School Name	Review Date	# of Classrooms Visited	Subject/Course	Textbook/Instructional Materials Needed
Clarksburg Middle School	8/20/2019	20	N/A	Sufficient
Walnut Grove Elementary School	8/20/2019	8	N/A	Sufficient

* *Unannounced visit(s)*

EXHIBIT A
Sacramento County Superintendent of Schools
WILLIAMS SETTLEMENT LEGISLATION
FIRST QUARTERLY REPORT FOR RIVER DELTA UNIFIED SCHOOL DISTRICT
2019-2020 FISCAL YEAR

SCHOOL FACILITIES:

The schools were reviewed for the condition of their facilities, whether they were in “good repair” or posed an “emergency.” “Good repair” means the facilities are clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria. An “extreme deficiency” requires immediate attention and, if left unmitigated, could cause severe and immediate injury, illness or death of the occupants. “Emergency condition” means a facility condition that poses a threat to the health or safety of pupils or staff while at school. An extreme deficiency may constitute an emergency condition. This chart includes facility deficiencies not corrected within 30 days of the original inspection.

School	Review Date	Room / Area	Facility Deficiencies Identified	Extreme Deficiency	Emergency
Clarksburg Middle School	8/27/2019	N/A		NO	NO
Walnut Grove Elementary School	8/27/2019	N/A		NO	NO

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 9.3.2

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

SUBJECT:

Williams Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials Second Quarter (October through December 2019).

BACKGROUND:

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

STATUS:

The district has received no complaints this quarter.

PRESENTER: Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the district.

RECOMMENDATION:

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

Time allocated: 2 minutes

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

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

SUBMITTER INFORMATION

Trisha Salomon	Secretary	707-374-1729
Name Person submitting form	Job Title	Phone Number Include area code
tsalomon@rdsd.org		
E-mail Address		

DISTRICT INFORMATION

River Delta U.S.D.	2019	Quarter 2 (Oct.–Dec.)
School District	Year Covered by This Report	Quarter Covered by This Report

COMPLAINTS

Sufficiency of Textbooks

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

Emergency School Facilities Issues

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

Vacancy or Misassignment of Teachers

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

RESOLUTION OF COMPLAINTS

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

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

N/A

REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

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



Includes All UCP Complaints

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

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

RETURN INSTRUCTIONS

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

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 9.4

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

SUBJECT:

Receive the Audit Report of Crowe LLP, Independent Auditor, for Fiscal Year 2018-2019 Financial Records.

BACKGROUND:

Each school district within California must arrange an annual audit of its financial records by an independent certified public accountant. The District has contracted with Crowe LLP to perform the audit for fiscal year ending June 30, 2019.

STATUS:

The District has reviewed the reports and agrees with the procedures performed and conclusions presented by Crowe LLP with regards to all funds and Measure's U & V (Bond funds).

PRESENTER:

Representative from Crowe LLP

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board receives the Financial Records Audit Report as presented for fiscal year 2018-2019.

Time allocated: 15 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 9.7

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

SUBJECT:

Request to hold a Public Hearing regarding the District requesting a waiver from the State Board of Education to waive the voter approval requirement

BACKGROUND:

If the District adopts a resolution initiating the process of changing the method of electing the Board of Trustee Members from a "Hybrid At-Large" to an "At-Large" election method, the District may seek a waiver from the State Board of Education, which will reduce the cost and expedite the implementation to meet the November 2020 election timelines.

STATUS:

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board holds a Public Hearing regarding the District requesting a waiver from the State Board of Education to waive the voter approval requirement.

Time allocated: 3 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

NOTICE OF INTENT TO REQUEST WAIVER

A Public Hearing will be held by the River Delta Unified School District, Rio Vista High School, to receive public testimony and input from members of the communities in the River Delta Unified School District. The District will consider seeking a waiver from the State Board of Education to waive the voter approval requirement, which could reduce the cost and expedite the implementation to meet the November 2020 elections.

The public hearing will enable the Board of Trustees to receive public input and testimony but **not to provide a forum for public debate**. The public hearing is scheduled as follows:

DATE:
January 14, 2020

TIME:
After 6:30 p.m.

LOCATION:
Rio Vista High School
Rio Vista, California

If you have any questions or need further information, please contact Jennifer Gaston, Executive Assistant to Superintendent Wright. (707) 374-1711 or jgaston@rdusd.org.

NOTE: The Board of Trustees encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, contact the Superintendent's Office at (707) 374-1711 at least 48 hours before the scheduled meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132).]

PLEASE POST

Please Post Until January 14, 2020

POSTED ON: January 10, 2020

AT: District Office, All school sites, community libraries.

Creating Excellence To Ensure That All Students Learn

Bates School
Clarksburg Middle
River Delta High/Elementary School

Isleton School
Riverview Middle

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

Delta High School
Rio Vista High School
Delta Elementary Charter School

Wind River School
Mokelumne High School

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 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 December 17, 2019.

BACKGROUND:

Attached are the Minutes from the Board of Trustee's meetings held on December 17, 2019.

STATUS:

The Board is to review for approval

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

None

RECOMMENDATION:

That the Board approves the Minutes as submitted.

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

MINUTES

REGULAR MEETING

December 17, 2019

1. **Call Open Session to Order** – Board President Fernandez called the Open Session of the meeting of the Board of Trustees to order at 5:30 p.m. on December 17, 2019 at Rio Vista High School, Rio Vista, California.
2. **Roll Call of Members:**
 - Alicia Fernandez, President
 - Don Olson, Vice President
 - Marilyn Riley, Clerk
 - Jennifer Stone, Member
 - Chris Elliott, Member (Absent)
 - Rafaela Casillas, Member
 - Dan Mahoney, Member

Also present: Katherine Wright, Superintendent
3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**
 - 3.1 Board President Fernandez announced items on the Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items. – *None to report*
4. **Board President Fernandez asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 5:32 pm**

Member Riley moved to approve, Member Stone seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)
5. **Open Session was reconvened at 6:42pm**
 - 5.1 Roll was retaken. Member Elliott was absent. All other members were present.
Also present: Katherine Wright, Superintendent; Elizabeth Keema-Aston, Chief Business Officer and Jennifer Gaston, Recorder.
 - 5.2 Pledge of Allegiance was led by Vicky Turk, Principal of Rio Vista High School
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)
Board President Fernandez reported that the Board received information; and took action to immediately dismiss a Senior Food Service Worker during Closed Session.
7. **Review and Approve the Open Session Agenda**

Member Fernandez asked for a motion to approve the Open Session Agenda

Member Olson moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent: Elliott)
8. **Public Comment:** River Delta Unified School District parent, Meredith Bird-Marinucci, thanked Principal Casey for his leadership and two teachers from D.H. White Elementary School, Christina Esperson and Christina Snyder, for their dedication to the Art Program at their school site. She asked the Board of Trustees, school site leaders, staff, parents, community member and the Superintendent to “Dream Big” to build a Visual and Performing Arts Integration districtwide and to develop a K-12music program. Mrs. Bird-Marinucci provided the Board with variety of resources.
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 Stone reported that she attended a Special Olympics Planning Committee meeting at Walnut Grove Elementary. A few more members have joined the planning committee at this last meeting. A lot of brainstorming and input has led to great ideas. Member Stone is looking forward to the event and feels it will be very successful. Member Stone thanked Walnut Grove Elementary for allowing the planning committee the use of their site for the planning sessions as well as the

event in the Spring. Follow up Special Olympic Planning Committee meetings will be held in January. Dates and times will be determined in the near future.

Member Fernandez reported that she has received notification that Superintendent Steve Lewis, of the River Charter Schools, operator of Delta Elementary Charter School has resigned his position and will be leaving June 30, 2020.

- 9.1.2 Committee Report(s): Member Fernandez commented that she would like a sub-committee created to work on a five-year plan for the growth of student enrollment in Rio Vista, including a facility plan to accommodate this enrollment increase.

Mrs. Wright commented that the criteria of creating a Board Sub Committee would require that no more than three members of the Board sit on the committee. The committee may include administration, parents, community members, staff and other stakeholders. However, per the Brown Act, any additional Board members may attend the meetings as a non-acting members for observation purposes only.

Member Mahoney stated that he feels that more developments will be built; therefore, the district needs to be proactive to accommodate the increased student enrollment.

- 9.1.3 Superintendent Wright's report(s) – Katherine Wright
 - 9.1.3.1 2019-2020 Teacher of the Year Recognition: Mrs. Wright commended Brandi Gomes for her nine years of dedication to the District. Mrs. Wright stated that Mrs. Gomes has built and maintained positive relationships with her students and has received feedback from former students on the valuable instruction they received while in her class. Mrs. Wright was honored to present Mrs. Gomes with a personalized book clock as a small token of the District's appreciation for her dedication and hard work.

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

- 9.2.1 ADA/Enrollment Report – Elizabeth Keema-Aston reported that from this time last month the District has seen a decrease in enrollment of eleven students and a decrease in ADA of 24. The total enrollment for November is 1953 with an ADA of 1852 yielding an average of 94.8%. The estimated P2 ADA used for First Interim is 1883.73.
- 9.2.2 Monthly Financial Report – Elizabeth Keema-Aston reported as submitted.
- 9.2.3 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT reported that his department has finally started to slow down due to weather conditions. He announced that three of his employees, Angela Berry, Danny Alexander and Lindsay Hiromoto will be retiring at the end of the December. In response to a question from the Board, Mr. Gaston explained that the spots on the sides of the buildings at Delta High School are spiderwebs that have had dust attach to them. They have been power washed and cleaned and, in just a few days, the spots have returned. These same spots are visible throughout the district.
- 9.2.4 Present the Annual Developer Fee Report – Elizabeth Keema-Aston reported that within 180 days after closing of prior year, a report must be completed and presented to the Board stating how the developer fees have been spent during the prior fiscal year. This information is open to the public and will be brought to the Board for discussion at the January 2020 Board meeting. This reporting is in accordance with Government Code 66006 (b). Total funds collected were \$1,079,847. Of those fees \$966,321 were collected from Encore/Liberty (LGI Homes) and set aside. Total funds expended were \$257,903 and a contribution from the General Funds for Shea Home repayment and portable rentals were \$128,857. Mrs. Keema-Aston noted that the Commercial Developer Fees collected at the .47 cents per square foot were collected prior to the current adjustment of .61 cents per square foot, which took effect November 12, 2018.

Member Mahoney reiterated that the subcommittee is instrumental in planning for the future. Also stating that the portables we have in the District need to be removed and replaced with a permeant structures.

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

9.3.1 Educational Services Update – Nicole Latimer provided the Board with a presentation focused on “Red for Ed”. The presentation included testimonials from students at each school site high lighting an outstanding teacher.

9.4 River Delta Unified Teacher’s Association (RDUTA) Update – Mr. Bill Hodges, RUDTA President, was pleased that the District was supporting “Red for Ed”. However, he stated that the slogan originated as a social movement among educators. Mr. Hodges mentioned that he met with Superintendent Wright and is pleased that the District is moving forward with the Labor Management Initiative.

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

9.6 Public Hearing regarding the dedication and naming of the Courtland High School Auditorium after Dr. Henry Go – Maria Elena Becerra

Public Hearing Opened: 7:28 pm

Public Comment: A member of the Courtland Town Association, Mike Pavao, addressed the Board in support of renaming the Courtland Auditorium after the longtime resident and physician, Dr. Henry Go. To honor Dr. Go, the Courtland Town Association would like to rename the auditorium and purchase a plaque or sign to place on the building. The Association will pick all costs in completing this project. Mrs. Wright mentioned that Ms. Becerra received input from several stakeholder groups, and that the requested approval will be brought to the Board at the January meeting. Principal Becerra gave the historical background of Dr. Henry Go and she mentioned that all stakeholder groups were in favor of honoring Dr. Go by naming the auditorium after him and encourages the Board for its consideration.

Public Hearing Closed: 7:34 pm

9.7 Public Hearing regarding the Notice of intent to initiate the process to change the Election Method from “Hybrid At-Large” to “Trustee-Area” – Katherine Wright

Public Hearing Opened: 7:34 pm

Public Comment: Katherine Wright gave a brief explanation of the process used when a Board is considering changing the method used when electing its members. Mr. Hodges shared his opinion that it would be his suggestion to have a teacher on the Board to ensure the teacher’s priorities are fully represented. Anna Swenson, parent, requested for the definitions of the two election methods. Mrs. Wright gave the explanation of the two methods.

Public Hearing Closed: 7:38 pm

10. **Consent Calendar**

10.1 Approve Board Minutes

Regular Meeting of the Board, November 12, 2019

10.2 Receive and Approve Monthly Personnel Reports

As of December 17, 2019

10.3 District’s Monthly Expenditure Report

November 2019

10.4 Request approval to purchase a 2018 Dodge Grand Caravan in the amount of \$18,436 to provide mandated Special Education transportation to District students– Ken Gaston

10.5 Request to approve the D.H. White PTC “Gala Event” fundraiser at Belle Vie Vineyard on February 29, 2020 – Nick Casey

10.6 Donations

Isleton Elementary School – 6th grade Sly Park Science Camp

Korth's Pirates Lair Marina - \$235

B & W Resort Marina - \$2350

D.H. White Elementary School – Water filtration systems

Rio Vista Youth Services - \$2,245.28

Rio Vista High School

Cheryle Apple – In memory of Jerry Rubier

The Turk Family - \$2500 Joseph Turk Memorial Scholarship

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

Member Fernandes acknowledged those who donated and thanked them for their continuing support.

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. The Board is to conduct reorganizational duties including the election of Officers for 2020. The Board must elect the President, Vice President and Clerk positions as well as the SCOE Board representative. Upon the election of the new or returning officers, the Officers will be "seated" to conduct the balance of the meeting – Katherine Wright

President: Alicia Fernandez; Vice President: Don Olson; Clerk: Marilyn Riley; and SCOE Representative: Jennifer Stone

Member Riley made a motion by nominating the 2020 Board of Trustees Officers to remain the same as in 2019, Member Mahoney seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Stone, Casillas, Mahoney): 0 (Nays): 1 (Absent Elliott)

12. The Board is to complete their reorganization duties (under the provisions of Ed Code 35143 and 50171) by setting and approving a schedule of Regular Board Meetings for Calendar Year 2020 - Katherine Wright

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

13. Request the approval of the First Interim Financial Report for 2019-2020 – Elizabeth Keema-Aston

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

14. Request the approval to reconfigure D.H. White Elementary School to grade levels TK-6 and Riverview Middle School to grade levels 7-8 – Katherine Wright

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

15. Request to approve the first reading of the updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions as of October 2019 – Katherine Wright

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

16. During Closed Session the Board reviewed the Student Suspended Stipulated Expulsion Case #1920-311-001. The Board's decision is as follows – Board President Fernandez

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

17. Request to adopt Resolution #774 Initiating the Process of changing the method of electing members of the Board to a "By Trustee-Area", to take effect commencing with the November 2020 Elections - Katherine Wright

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

18. Request to approve the purchase of two Chevrolet Silverado C3500 to be used as maintenance trucks, not to exceed \$80,000 with Maintenance and Operations Funds – Ken Gaston

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

19. Request to approve the purchase of a passenger van to provide transportation for District students, not to exceed \$15,000 with Transportation Funds – Ken Gaston

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

20. Re-Adjourn to continue Closed Session, if needed – Board President reported that re-adjourning to Closed Session was not necessary.

21. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Fernandez reported Closed Session was not necessary – no actions to report.

22. Adjournment: There being no further business before the Board, Board President Fernandez asked for a motion to adjourn.

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

The meeting was adjourned at 8:45 pm

Submitted:

Approved:

Katherine Wright, Superintendent and
Secretary to the Board of Trustees

Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder
End

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

445 Montezuma Street
Rio Vista, California 9457-1561

SPECIAL BOARD AGENDA BRIEFING

Meeting Date: January 14, 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:

Request to approve the 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 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X _____

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 10.3

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

SUBJECT: Approve Monthly Expenditure Summary

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

STATUS:

PRESENTER: Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:
Not Applicable

RECOMMENDATION:

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

Time allocated: 2 minutes

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Mon, Jan 06, 2020, 10:35 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696 (707) 374-6317 N	19,116.66	0011337 TRANS DODGE CARAVAN TRANS SERV	12/05/2019 12/10/2019	20327193 PO-200735 20328115 PO-200160	18,435.31 681.35	N N
000193 ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571 (0) - 0 N	13.49	271645 DHW SUPPLIES	12/12/2019	20328741 PO-200238	13.49	N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010 (800) 608-2272 N	329.25	NOV 2019 ACSA DUES	12/03/2019	20326369 PV-200297	329.25	N
012455 AMERICAN TRASH MANAGEMENT INC 1900 POWELL STREET SUITE 890 EMERYVILLE, CA 94608 (800) 488-7274 N	422.75	1190 MAINT REPAIR	12/03/2019	20326368 PV-200298	422.75	N
014529 APPLE EDUCATION 5300 RIATA PARK CRT. BLDG C AUSITN, TX 78727 (512) 674-6821 N	1,500.42	AB10544915 WIND RIVER MACBOOK	12/03/2019	20326357 PO-200690	1,500.42	N
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710 (0) - 0 N	6,014.41	ED SV LATIMER HOTEL CONF RVHS ADAPTER MAINT SUPPLIES MAINT SUPPLIES MAINT SUPPLIES DHW SUPPLIES DHW SUPPLIES	12/17/2019 12/17/2019 12/17/2019 12/17/2019 12/17/2019 12/17/2019 12/17/2019	20329783 PO-200529 20329783 PO-200702 20329783 PO-200704 20329783 PO-200705 20329783 PO-200706 20329783 PO-200707 20329783 PO-200707	590.64 8.64 61.77 60.54 215.60 104.95 1,291.68	N N N N N N N

DHW SUPPLIES	12/17/2019	20329783	PO-200707	104.95-	N
MAINT SUPPLIES	12/17/2019	20329783	PO-200712	28.10	N
WG SUPPLIES	12/17/2019	20329783	PO-200713	77.46	N
SUPT ACSA WORKSHOP	12/17/2019	20329783	PO-200716	385.00	N
TRANS SUPPLIES	12/17/2019	20329783	PO-200722	28.10	N
MAINT SUPPLIES	12/17/2019	20329783	PO-200727	368.72	N
DHS SUPPLIES	12/17/2019	20329783	PO-200730	508.30	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

014367 BANK OF AMERICA (Continued...)		MAINT SUPPLIES	12/17/2019	20329783 PO-200731	328.92	N
		F5 SUPPLIES	12/17/2019	20329783 PO-200733	77.40	N
		SP ED SUPPLIES	12/17/2019	20329783 PO-200734	37.83	N
		DW EMERG PREPAR SUPPLIES	12/17/2019	20329783 PO-200737	1,271.43	N
		RMS TONER	12/17/2019	20329783 PV-200344	226.63	N
		RMS REFUND	12/17/2019	20329783 PV-200344	249.76	N
		REFUND SUPT DESK	12/17/2019	20329783 PV-200344	993.12	N
		ED SV REFUND	12/17/2019	20329783 PV-200344	28.08	N
		EMERG PRPRDNESS SUPPILES	12/17/2019	20329783 PV-200344	1,459.62	N
		CTEIG SUPPLIES	12/17/2019	20329783 PV-200344	41.06	N
		EMERG PRPRDNESS SUPPILES	12/17/2019	20329783 PV-200344	217.93	N

012586 BAY ALARM	3,179.58	RVHS ALARM	12/17/2019	20329813 PV-200345	407.55	N
60 BERRY DRIVE		ISLE ALARM	12/17/2019	20329813 PV-200345	595.90	N
PACHECO, CA 94553		DW ALARM	12/17/2019	20329813 PV-200345	192.15	N
		DW ALARM	12/17/2019	20329813 PV-200345	373.33	N
(209) 465-1986		DW ALARM	12/19/2019	20330481 PV-200360	1,610.65	N

012147 BECERRA, LUCIA	208.50	ASP MILEAGE	12/10/2019	20328149 TC-200100	69.50	N
P.O. BOX 64		ASP MILEAGE	12/10/2019	20328149 TC-200100	69.50	N
RYDE, CA 95680		ASP MILEAGE	12/10/2019	20328149 TC-200100	69.50	N
(0) - 0						N

011231 BECERRA, MARIA ELENA	590.22	BATES SUPPLIES	12/10/2019	20328116 PO-200271	590.22	N
PO BOX 98						
COURTLAND, CA 95615						
(0) - 0						N

013642 BLACK POINT ENVIRONMENTAL INC	2,580.43	1975 PROJ 247 MAGNOLIA	12/17/2019	20329814 PV-200346	2,580.43	N
930 SHILOH RD BLDG 40F						
WINDSOR, CA 95492						
(707) 837-7407						N

014962 BRANNON TIRE	288.83	20280977/20280300 MAINT SUPPL	12/10/2019	20328117 PO-200736	288.83	N
3730 N. WILSON WAY						
STOCKTON, CA 95201						

(209) 466-1881

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014614 BUCKMASTER 623 W. STADIUM LANE SACRAMENTO, CA 95834	711.37	384568 CMS PRINTER SERV 383072/384568/384866 DHS PRNTR	12/10/2019 12/17/2019	20328118 PO-200317 20329794 PO-200322	129.40 581.97	N N
(916) 923-0500						N
014663 BURKE WILLIAMS & SORENSEN LLP 444 SOUTH FLOWER ST #2400 LOS ANGELES, CA 90071-2953	3,577.50	247852 ATTY FEES	12/05/2019	20327204 PV-200311	3,577.50	Y
(213) 236-0600						Y
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745	197.26	102011 TRANS PARTS	12/10/2019	20328119 PO-200161	197.26	N
(209) 531-3928						N
014994 CAL-PACIFIC SUPPLY 601 NOBLE ST MADERA, CA 93637	2,409.04	75347 MAINT RESTROOM TRAILER	12/05/2019	20327194 PO-200732	2,409.04	N
(559) 662-8681						N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150	1,596.72	ISLE WATER ISLE WATER ISLE WATER ISLE WATER	12/03/2019 12/05/2019 12/05/2019 12/12/2019	20326370 PV-200299 20327205 PV-200312 20327205 PV-200312 20328749 PV-200330	241.50 500.82 480.56 373.84	N N N N
(888) 237-1333						N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690	465.25	ZRI007 RMS WATER ZBA006 BATES WATER ZMO002 MOKE WATER ZWA009 ASP WG WATER	12/19/2019 12/19/2019 12/19/2019 12/19/2019	20330469 PO-200262 20330469 PO-200273 20330469 PO-200280 20330469 PO-200572	81.25 139.00 156.50 88.50	7 7 7 7
(916) 776-1544						Y
002344 CALIFORNIA LABORATORY SERVICES	182.00	MAINT WATER TESTING	12/17/2019	20329795 PO-200181	182.00	N

3249 FITZGERALD ROAD
RANCHO CORDOVA, CA 95742

(800) 638-7301

N GLOBAL LABS IN

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887	1,175.41	ISLE WASTE	12/12/2019	20328750 PV-200331	1,175.41	N
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615 (0) - 0	69.60	MAINT WG MILEAGE	12/10/2019	20328150 TC-200101	69.60	N
011595 CAPITAL AUTISM SERVICES 6400 FREEPORT BLVD SACRAMENTO, CA 95822 (916) 427-2273	7,642.36	2263197/2263198/2263196 NPS	12/10/2019	20328120 PO-200530	7,642.36	N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513 (0) - 0	65.93	DHW SUPPLIES	12/10/2019	20328121 PO-200209	65.93	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	2,327.27	MOKE WASTE BATES WASTE TRANS WASTE WG WASTE	12/10/2019 12/10/2019 12/10/2019 12/10/2019	20328137 PV-200318 20328137 PV-200318 20328137 PV-200318 20328137 PV-200318	79.52 1,202.97 132.58 912.20	N N N N
014985 CESARIO, LISA 272 UPLAND ROAD REDWOOD CITY, CA 94062 (0) - 0	4,000.00	102 LEADERSHIP COACHING	12/05/2019	20327197 PO-200674	4,000.00	Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039 (0) - 0 N	262.76	34466505 CMS LEASE	12/05/2019	20327198 PO-200440	262.76	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770 N	411.05	76870 ISLE SEWER	12/10/2019	20328122 PO-200121	411.05	N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571 (0) - 0 N	12,991.41	RVHS SEWER DHW SEWER RMS SEWER DO SEWER RVHS WATER DHW WATER RMS WATER DO WATER	12/12/2019 12/12/2019 12/12/2019 12/12/2019 12/12/2019 12/12/2019 12/12/2019 12/12/2019	20328751 PV-200332 20328751 PV-200332 20328751 PV-200332 20328751 PV-200332 20328751 PV-200332 20328751 PV-200332 20328751 PV-200332 20328751 PV-200332	4,577.18 1,037.27 1,379.22 136.51 3,051.43 1,357.88 1,274.18 177.74	N N N N N N N N
014088 CLINE, SUZANNE 501 CALIFORNIA ST RIO VISTA, CA 94571 (0) - 0 N	48.12	ISLE PRESCL SUPPLIES	12/10/2019	20328164 TC-200115	48.12	N
013922 COMPREHENSIV DRUG TESTING PO BOX 11869 SANTA ANA, CA 92711 () - N	233.00	47578/47440 TRANS DOT TESTING	12/17/2019	20329796 PO-200152	233.00	N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357	1,800.22	39718 DW NETWORK 39718 DW NETWORK	12/12/2019 12/12/2019	20328752 PV-200333 20328752 PV-200333	16,905.07 15,104.85-	N N

(704) 936-1722

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011787 COSUMNES RIVER COLLEGE COMMUNITY EDUCATION 8401 CENTER PARKWAY SACRAMENTO, CA 95823 () - N	750.00	DHS D. BETTENCOURT SCHOLARSHIP	12/17/2019	20329784 PO-200763	750.00	N
011107 COURTLAND TRUCK WORKS 12019 HWY 160 COURTLAND, CA 95615 (916) 775-1633 N	840.81	9274 TRANS REPAIRS	12/17/2019	20329797 PO-200153	840.81	N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139 (888) 693-2827 N	18,713.93	144380 CYBER SECURITY TRAINING 144384 APC BATTERY 144553 DW IT SERVICES 144553 DW IT SERVICES 144553 DW IT SERVICES 144553 DW IT SERVICES 144553 DW IT SERVICES 144553 DW IT SERVICES 144433 IBOSS RENEWAL	12/03/2019 12/03/2019 12/05/2019 12/05/2019 12/05/2019 12/05/2019 12/05/2019 12/05/2019 12/12/2019	20326359 PO-200675 20326356 PO-200689 20327199 PO-200010 20327199 PO-200010 20327199 PO-200010 20327199 PO-200010 20327199 PO-200010 20327203 PO-200010 20328722 PO-200710	3,804.65 672.28 114.83 114.83 114.83 10,908.85 229.66 2,754.00	N N N N N N N N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 N	1,654.78	65927703 ED SV SAVIN LEASE 65927703 ED SV LEASE 65873587 WG LEASE 65873606 F5 LEASE 66114590 BUS OFF SAVIN LEASE 66094645 DO SAVIN LEASE 66094645 DO SAVIN LEASE 66045707 BATES LEASE	12/03/2019 12/03/2019 12/10/2019 12/10/2019 12/17/2019 12/17/2019 12/17/2019 12/17/2019	20326360 PO-200077 20326360 PO-200077 20328123 PO-200002 20328123 PO-200236 20329798 PO-200078 20329798 PO-200079 20329798 PO-200079 20329798 PO-200274	138.62 50.00 167.01 80.81 176.51 169.36 500.00 372.47	N N N N N N N N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335 N	165,397.00	DECEMBER TAX IN LIEU	12/03/2019	20326371 PV-200300	165,397.00	N
014067 DISCOVERY OFFICE SYSTEMS	495.69	55E1541033 WG MAINT AGRMNT	12/10/2019	20328124 PO-200003	47.99	N

1269 CORPORATE CENTER PARKWAY
SANTA ROSA, CA 95407

(707) 570-1000 N

55E1538902	BATES MAINT AGRMNT	12/10/2019	20328124	PO-200265	90.38	N
55E1528912	ISLE COPIER	12/10/2019	20328124	PO-200295	97.86	N
55E1540113	ISLE COPIER	12/10/2019	20328124	PO-200295	259.46	N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328	136.57	5005834 DO WATER	12/10/2019	20328136 PV-200317	136.57	N
(0) - 0 N DS WATERS OF A						
014758 DYCKOVSKY, AMY 75 SOUTHAMPTON AVE BERKELEY, CA 94707	18.52	STALEDATE RPLMNT 99587030	12/17/2019	20329827 TC-200125	18.52	N
(0) - 0 N						
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166	5,825.62	258084/258085/257919 FUEL 258256/258255 TRANS FUEL 257923 TRANS OIL	12/03/2019 12/10/2019 12/10/2019	20326361 PO-200151 20328125 PO-200151 20328125 PO-200164	3,153.17 2,644.84 27.61	N N N
(0) - 0 N						
014867 EDCLUB INC 1701 PENNSYLVANIA AVENUE NW SUITE 300 WASHINGTON, DC 20006	99.75	138931 SP ED STUDENT LICENSES	12/17/2019	20329785 PO-200771	99.75	N
(202) 609-9919 N						
011903 EDUCATIONAL TESTING SERVICE 2731 SYSTRON DRIVE CONCORD, CA 94518	2,074.96	SP20067528 ED SV REPORTS SP20067637 ED SV ELPAC ASSMNTS	12/05/2019 12/05/2019	20327195 PO-200284 20327195 PO-200285	1,562.88 512.08	N N
(0) - 0 N						
013912 FLORAL RESOURCES SACRAMENTO 1127 FEE DRIVE SACRAMENTO, CA 95815	22.52	122622 DHS AG FLORAL SUPPLIES	12/17/2019	20329799 PO-200504	22.52	7
(916) 504-3591 Y						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014870 FORTUNA UNION HS DISTRICT	135.00	DHS AG TEACHER INST	12/17/2019	20329786 PO-200761	67.50	N
C/O SANDY DALE		DHS AG TEACHER INST	12/17/2019	20329786 PO-200761	67.50	N
379 12TH STREET						
FORTUNA, CA 95540						
(707) 725-4461						N
<hr/>						
011339 FRONTIER COMMUNICATIONS CORPORATION	3,425.97	DHW	12/17/2019	20329815 PV-200347	95.97	N
THREE HIGH RIDGE PARK		RVHS	12/17/2019	20329815 PV-200347	62.64	N
STAMFORD, CT 06905		RVHS	12/17/2019	20329815 PV-200347	176.50	N
(0) - 0		MAINT	12/17/2019	20329815 PV-200347	39.69	N
		MOKE	12/17/2019	20329815 PV-200347	67.96	N
		ISLE	12/17/2019	20329815 PV-200347	114.01	N
		ISLE	12/17/2019	20329815 PV-200347	116.16	N
		TRANS	12/17/2019	20329815 PV-200347	67.40	N
		TRANS	12/17/2019	20329815 PV-200347	52.23	N
		MAINT	12/17/2019	20329815 PV-200347	45.79	N
		MAINT	12/17/2019	20329815 PV-200347	108.61	N
		RMS	12/17/2019	20329815 PV-200347	96.01	N
		RMS	12/17/2019	20329815 PV-200347	120.52	N
		RMS	12/17/2019	20329815 PV-200347	96.01	N
		RMS	12/17/2019	20329815 PV-200347	95.34	N
		WG	12/17/2019	20329815 PV-200347	94.21	N
		CMS	12/17/2019	20329815 PV-200347	52.11	N
		ISLE ALARM	12/17/2019	20329815 PV-200347	67.96	N
		WG ALARM	12/17/2019	20329815 PV-200347	67.96	N
		BATES ALARM	12/17/2019	20329815 PV-200347	67.96	N
		TRANS ALARM	12/17/2019	20329815 PV-200347	57.11	N
		MOKE ALARM	12/17/2019	20329815 PV-200347	126.33	N
		CMS ALARM	12/17/2019	20329815 PV-200347	67.96	N
		DO	12/17/2019	20329815 PV-200347	147.35	N
		DHW ALARM	12/17/2019	20329815 PV-200347	126.33	N
		RHVS ALARM	12/17/2019	20329815 PV-200347	126.33	N
		DO	12/17/2019	20329815 PV-200347	1,069.52	N
<hr/>						
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW	8,022.50	2270 ATTY FEES	12/03/2019	20326372 PV-200301	300.00	Y
8801 FOLSOM BLVD STE 285		2270 ATTY FEES	12/03/2019	20326372 PV-200301	1,620.00	Y
SACRAMENTO, CA 95826		2270 ATTY FEES	12/03/2019	20326372 PV-200301	90.00	Y
(916) 706-1255		2331 ATTY FEES	12/10/2019	20328138 PV-200319	5,442.50	Y
		2331 ATTY FEES	12/10/2019	20328138 PV-200319	570.00	Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014838 GONZALES, RAYMOND 50 RIVER ROAD #26 RIO VISTA, CA 94571 (0) - 0 N	64.96	BUS OFF MILEAGE	12/19/2019	20330483 TC-200129	64.96	N
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609 (916) 444-5100 N	731.25	1323358/1323366 PROF SERVICES	12/17/2019	20329800 PO-200709	731.25	N
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479 (916) 372-7800 N W.W. GRAINGER	413.13	MAINT SUPPLIES	12/10/2019	20328126 PO-200170	413.13	N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831 (877) 311-4422 N	309.95	25938798 CMS LEASE	12/03/2019	20326362 PO-200316	309.95	N
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690- (916) 776-1744 N THE LYMAN GROU	82.92	13112 MAINT SUPPLIES	12/19/2019	20330470 PO-200412	82.92	N
012617 GUGGEMOS, WILLIAM 78 BRUNING AVENUE RIO VISTA, CA 94571 () - N	54.81	RVHS STALEDATE 99465200	12/10/2019	20328151 TC-200102	54.81	N
014868 HALL, SARA	1,725.00	SP ED BEH ASSESSMNTS 11/19	12/10/2019	20328127 PO-200064	1,725.00	Y

PO BOX 9586
TRUCKEE, CA 96162

(916) 640-3533

Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533	6,074.00	SP ED OCC THERAPY W/E 11/7 SP ED OCC THERAPY W/E 11/22 SP ED OCC THERAPY W/E 12/5 SP ED OCC THERAPY W/E 1115 SP ED OCC THERAPY 12/17	12/03/2019 12/10/2019 12/10/2019 12/10/2019 12/19/2019	20326363 PO-200289 20328128 PO-200289 20328128 PO-200289 20328128 PO-200289 20330471 PO-200289	1,175.00 1,350.00 1,050.00 1,600.00 899.00	Y Y Y Y Y
000472 HENRY GO MD INC P.O. BOX 338 COURTLAND, CA 95615 () -	100.00	106223 DMV EXAM	12/03/2019	20326373 PV-200302	100.00	6 Y
013968 HIBMA, DONNA 655 RUBIER WAY RIO VISTA, CA 94571 (0) - 0	92.80	CAFE MILEAGE	12/17/2019	20329825 PV-200358	92.80	N N
013395 HIROMOTO, LINDSAY 37690 JEFFERSON BLVD CLARKSBURG, CA 95612 (916) 995-0576	23.42	MAINT SUPPLIES	12/10/2019	20328152 TC-200103	23.42	N N
014681 HOANG, TRAM 8813 HIDDENSPRING WAY ELK GROVE, CA 95758 (0) - 0	9.86	BATES MILEAGE	12/10/2019	20328153 TC-200104	9.86	N N
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047 (0) - 0	525.48	MAINT SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES	12/12/2019 12/12/2019 12/12/2019	20328725 PO-200171 20328725 PO-200333 20328725 PO-200333	130.47 197.50 197.51	N N N N
013807 HUBERT COMPANY LLC	227.19	714088 CAFE SUPPILES	12/10/2019	20328134 PO-200410	227.19	N

9555 DRY FORK ROAD
HARRISON, OH 45030

(800) 543-7374

N K + K AMERICA

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206 (707) 374-4037 N	3,402.39	3295310 RVHS SUPPLIES 3305764 RVHS SUPPLIES 3316349 RVHS SUPPLIES 3314276 RVHS AG SUPPLIES 3314276 RVHS AG SUPPLIES 3321298 ISLE SUPPLIES 3312670 RMS COPY PAPER 3312670 RMS COPY PAPER 3928492/3312148 RVHS SUPPLIES	12/03/2019 12/12/2019 12/12/2019 12/12/2019 12/12/2019 12/17/2019 12/17/2019 12/17/2019 12/19/2019	20326364 PO-200123 20328727 PO-200123 20328727 PO-200125 20328727 PO-200126 20328727 PO-200126 20329801 PO-200117 20329787 PO-200708 20329787 PO-200708 20330473 PO-200123	442.66 80.82 772.39 107.05 107.04 111.01 973.12 648.76 159.54	N N N N N N N N N
014824 J & D WHOLESALE 4614 SECOND. ST #1 DAVIS, CA 95618 (530) 747-2300 N	506.89	6295930/6295987 RVHS AG SUPPLS 6295930/6295987 RVHS AG SUPPLS	12/03/2019 12/03/2019	20326365 PO-200419 20326365 PO-200419	253.45 253.44	N N
014682 JONES, ZAIDA 10267 CROYDON WAY RANCHO CORDOVA, CA 95670 (0) - 0 N	51.44	SP ED MILEAGE	12/12/2019	20328763 TC-200116	51.44	N
001331 KAUZLARICH, BONNIE 818 THEREZA WAY RIO VISTA, CA 94571 (0) - 0 N	31.32	HR MILEAGE	12/10/2019	20328154 TC-200105	31.32	N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900 Y LA RUE, KNOX J	330.00	6857 TRANS UHF SERVICE	12/12/2019	20328728 PO-200154	330.00	7
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895 (800) 424-4772 N	851.41	3031771119 ASP SUPPLIES 3031781119 ASP SUPPLIES 3031761119 ASP SUPPLIES	12/03/2019 12/05/2019 12/12/2019	20326366 PO-200486 20327200 PO-200484 20328729 PO-200490	304.24 336.00 211.17	N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012149 LARIOS, MARIA PO BOX 362 COURTLAND, CA 95615	309.25	F5 STALEDATE #99465205 F5 MILEAGE	12/10/2019 12/12/2019	20328155 TC-200106 20328764 TC-200117	65.42 243.83	N N
(0) - 0						N
014949 LATIMER, NICOLE 9101 NEWHALL DR. #98 SACRAMENTO, CA 95826	120.14	ED SV CONF REIMB	12/12/2019	20328765 TC-200118	120.14	N
(916) 284-5132						N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571	1,270.47	#135 ED SV SUPPLIES #55 RVHS SUPPLIES #175 DHW SUPPLIES #55 RVHS CULINARY SUPPLIES #135 ED SV SUPPLIES #133 RMS SUPPLIES	12/05/2019 12/12/2019 12/12/2019 12/12/2019 12/17/2019 12/19/2019	20327201 PO-200049 20328730 PO-200127 20328730 PO-200208 20328730 PO-200478 20329802 PO-200049 20330474 PO-200263	450.66 133.89 83.48 179.75 319.15 103.54	N N N N N N
(707) 374-5399						N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464	2,006.01	MAINT SUPPLIES RVHS SUPPLIES MAINT SUPPLIES	12/12/2019 12/12/2019 12/19/2019	20328731 PO-200172 20328731 PO-200461 20330475 PO-200172	1,105.53 210.29 690.19	N N N
(866) 232-7443						N
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641	791.92	F5 MILEAGE F5 SUPPLIES F5 MILEAGE F5 SUPPLIES	12/10/2019 12/12/2019 12/12/2019 12/17/2019	20328156 TC-200107 20328732 PO-200353 20328766 TC-200119 20329828 TC-200126	199.52 37.97 525.48 28.95	N N N N
(0) - 0						N
014811 MCCARTY, HANOCH 12970 SELF ESTEEM LANE GALT, CA 95632	2,081.02	3056 SP ED PROF SERV	12/12/2019	20328733 PO-200066	2,081.02	Y
(209) 601-2940						Y
014107 MCCARTY, MELADEE	560.00	SP ED PROF SERV	12/12/2019	20328734 PO-200065	560.00	Y

12970 SELF-ESTEEM LANE
GALT, CA 95632

(209) 601-2940 Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757	235.89	STALEDATE #99465862 STALEDATE RPLMNT 99474764	12/10/2019 12/17/2019	20328157 TC-200108 20329829 TC-200127	24.00 211.89	N N
(0) - 0						N
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815	1,229.09	RIVERDELTA PARTS	12/12/2019	20328754 PV-200334	1,229.09	N
(916) 922-1075						N
014246 NORTHWEST EVALUATION ASSOCIATI 121 NW EVERETT STREET PORTLAND, OR 97209	24,934.50	22614 ED SV MAP SFTWARE	12/19/2019	20330466 PO-200035	24,934.50	N
(503) 548-5259						N
014016 O'REILLY AUTO PARTS 233 S PATTERSON SPRINGFIELD, MO 65802	400.86	1468127 TRANS PARTS	12/12/2019	20328735 PO-200162	400.86	N
(0) - 0						N O'REILLY AUTOM
010203 OCCUPATIONAL HEALTH PO BOX 39000 DEPT 33404 SAN FRANCISCO, CA 94139-3404	120.00	OH52688 DOT PHYSICAL	12/10/2019	20328139 PV-200320	120.00	N
(707) 399-6068						N NORTHBAY HEALT
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137	513.06	699218219 ASP SUPPLIES 699567539-01 ASP SUPPLIES	12/05/2019 12/17/2019	20327202 PO-200483 20329803 PO-200489	415.32 97.74	N N
(800) 228-0475						N OTC DIRECT INC
014733 OTICON	20.00	7255048 SP ED BATTERY	12/10/2019	20328109 PO-200711	1.62	N

580 HOWARD AVE
SOMERSET, NJ 08873

7255048 SP ED BATTERY
7255048 SP ED BATTERY

12/10/2019 20328109 PO-200711
12/10/2019 20328109 PO-200711

1.62- N
20.00 N

(800) 526-3921

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011968 PARENT PROJECT INC SALES & SHIPPING 9077 ARROW ROUTE #120 RANCHO CUCAMONGA, CA 91730 (0) - 0 N	4,114.73	9898 WIND RIVER SUPPLIES	12/03/2019	20326358 PO-200717	4,114.73	N
013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571 (0) - 0 N	113.68	ISLE MILEAGE	12/10/2019	20328158 TC-200109	113.68	N
014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690 (916) 776-1215 N	117.16	WG MILEAGE	12/12/2019	20328767 TC-200120	117.16	N
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259 (800) 627-7271 N	105.96	7571196 SP ED SUPPLIES	12/17/2019	20329788 PO-200720	105.96	N
013086 PEARSON EDUCATION INC 501 BOLYSTON STREET SUITE 900 BOSTON, MA 02116 (800) 848-9500 N	487.71	5580089 SP ED FORMS 5580089 SP ED FORMS 5580089 SP ED FORMS	12/17/2019 12/17/2019 12/17/2019	20329789 PO-200303 20329789 PO-200303 20329789 PO-200303	39.63 39.63 487.71	N N N
014310 PEREZ, GABINO 7904 HARTWICK WAY SACRAMENTO, CA 95828 (0) - 0 N	62.54	WG SUPPLIES	12/12/2019	20328736 PO-200201	62.54	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	38,473.31	GARAGE	12/05/2019	20327206 PV-200313	230.78	N
		SHOP	12/05/2019	20327206 PV-200313	62.64	N
		DO	12/05/2019	20327206 PV-200313	44.58	N
		DHS	12/05/2019	20327206 PV-200313	1,182.66	N
(0) - 0 N PACIFIC GAS AN		RVHS	12/05/2019	20327206 PV-200313	931.79	N
		DHW	12/05/2019	20327206 PV-200313	6,238.66	N
		DHS	12/05/2019	20327206 PV-200313	5,016.61	N
			12/05/2019	20327206 PV-200313	914.13	N
		RVHS	12/05/2019	20327206 PV-200313	10,053.83	N
		N.NETH	12/05/2019	20327206 PV-200313	44.23	N
		LIFT PUMP	12/05/2019	20327206 PV-200313	63.10	N
		RMS	12/05/2019	20327206 PV-200313	3,279.82	N
		GARAGE	12/05/2019	20327206 PV-200313	88.21	N
		DHW	12/05/2019	20327206 PV-200313	230.67	N
		LTS	12/05/2019	20327206 PV-200313	22.12	N
		LTS	12/05/2019	20327206 PV-200313	12.48	N
		LTS	12/05/2019	20327206 PV-200313	34.63	N
		DHS	12/05/2019	20327206 PV-200313	5,198.74	N
		ISLE	12/05/2019	20327206 PV-200313	3,078.96	N
		CMS	12/05/2019	20327206 PV-200313	1,718.27	N
		RADIO RIO ELECT	12/10/2019	20328140 PV-200321	26.40	N
013458 PITNEY BOWES INC 1 ELMCROFT ROAD STAMFORD, CT 06926-0700	370.12	3103559250 POSTAGE MACHINE LS	12/12/2019	20328737 PO-200080	370.12	N
(800) 228-1071 N						
014957 PLUMBING SERVICE COMPANY 6400 ELVAS AVENUE #B SACRAMENTO, CA 95819	1,110.18	29319/29316/29317 MAINT REPRS	12/12/2019	20328738 PO-200384	623.00	N
		29404 MAINT REPAIRS	12/19/2019	20330476 PO-200384	487.18	N
(0) - 0 N						
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823	20,843.91	821 SP ED INST ASSTS	12/17/2019	20329804 PO-200296	11,620.00	N
		333108/333096/333089/333078 NP	12/17/2019	20329804 PO-200297	7,978.19	N
		133039 SP ED NPS	12/17/2019	20329804 PO-200298	1,245.72	N
(916) 422-0571 N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866 Y	19,952.00	6517/6494 SP ED SPEECH THRPY	12/12/2019	20328739 PO-200067	19,952.00	7
011770 QUALITY SOUND SYSTEMS P.O. BOX 5501 2010 EAST FREMONT ST STOCKTON, CA 95205 () - N	594.02	54039 DHS BOYS LOCKER ROOM	12/05/2019	20327207 PV-200314	594.02	N
001048 QUILL CORPORATION 100 SCHELTER ROAD LINCOLNSHIRE, IL 60094-0600 (800) 789-8965 N	1,694.54	2481585 CMS SUPPLIES	12/12/2019	20328740 PO-200371	1,694.54	N
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852 (0) - 0 N	449.16	5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES	12/17/2019 12/17/2019	20329790 PO-200363 20329790 PO-200363	224.58 224.58	N N
013081 REIS, MAUREEN 2962 CANRIGHT RD. RIO VISTA, CA 94571 (0) - 0 N	1,193.35	RVHS AG HOTEL NATIONAL CONF	12/19/2019	20330467 PO-200677	1,193.35	N
014859 RIO VISTA BAKERY & CAFE 150 MAIN STREET RIO VISTA, CA 94571 (707) 374-3844 N	176.83	RVHS SUPPLIES RVHS SUPPLIES	12/10/2019 12/17/2019	20328130 PO-200324 20329805 PO-200324	121.68 55.15	N N
002751 RIO VISTA FORD	14.62	4094 TRANS SUPPLIES	12/17/2019	20329806 PO-200149	14.62	N

1010 STATE HWY 12
RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012016 RIO VISTA PIZZA FACTORY 201 MAIN STREET RIO VISTA, CA 94571 () - N	50.82	ED SV SUPPLIES	12/12/2019	20328742 PO-200299	50.82	N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0 N	5,060.68	DHW WASTE SERV RVHS WASTE SERV DHW WASTE DO WASTE RVHS WASTE	12/03/2019 12/03/2019 12/12/2019 12/12/2019 12/12/2019	20326374 PV-200303 20326374 PV-200303 20328753 PV-200335 20328753 PV-200335 20328753 PV-200335	1,024.06 2,197.20 874.12 118.88 846.42	N N N N N
000589 RISO PRODUCTS OF SACRAMENTO 3304 MONIER CIRCLE SUITE 110 RANCHO CORDOVA, CA 95742 (916) 638-7476 N RPSI ENTERPRIS	1,449.89	202342 RMS SUPPLIES 202342 RMS SUPPLIES 202121 ISLE SUPPLIES	12/10/2019 12/10/2019 12/12/2019	20328110 PO-200703 20328110 PO-200703 20328723 PO-200697	752.52 498.30 199.07	N N N
014982 RIVERA-GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690 (916) 270-5670 N	56.55	F5 MILEAGE	12/12/2019	20328768 TC-200121	56.55	N
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691 () - Y	1,918.56	61671 TRANS PARTS	12/10/2019	20328131 PO-200158	1,918.56	7
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571 (0) - 0 N	88.29	RMS SUPPLIES RMS SUPPLIES	12/12/2019 12/12/2019	20328743 PO-200261 20328743 PO-200261	35.31 52.98	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014892 RUSS PEAK 650 NE SECOND STREET UNIT 207 MCMINNVILLE, OR 97128 (800) 381-5858 Y	4.64	F5 MILEAGE	12/10/2019	20328159 TC-200110	4.64	N
000119 S & W TIRE SERVICE INC P.O. BOX 377 14400 THORNTON ROAD WALNUT GROVE, CA 95690 (916) 776-1717 N	31.90	21292/21291 MAINT SUPPLIES	12/17/2019	20329807 PO-200182	31.90	N
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415 (800) 288-9941 N	909.47	100318955 ASP SUPPLIES 100330088 ASP SUPPLIES 100335472 ASP SUPPLIES	12/12/2019 12/17/2019 12/17/2019	20328744 PO-200481 20329791 PO-200481 20329791 PO-200487	189.12 478.65 241.70	N N N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852 (0) - 0 N	6,405.09	TRANS ELECT WG ELECT BATES ELECT TRANS ELECT BATES ELECT WG ELECT WG ELECT	12/12/2019 12/12/2019 12/12/2019 12/12/2019 12/12/2019 12/12/2019 12/12/2019	20328755 PV-200338 20328755 PV-200338 20328755 PV-200338 20328755 PV-200338 20328755 PV-200338 20328755 PV-200338 20328755 PV-200338	13.55 27.11 415.05 123.28 2,930.52 575.04 2,320.54	N N N N N N N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827 (0) - 0 N	113.70	MOKE SEWER	12/17/2019	20329816 PV-200348	113.70	N
003501 SCHOLASTIC INC 2931 EAST MCCARTY STREET JEFFERSON CITY, MO 65101 (800) 724-6527 N	142.50	0758987424 ISLE SUPPLIES	12/03/2019	20326375 PV-200304	142.50	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942	414.90	308103468659 RMS SUPPLIES	12/10/2019	20328111 PO-200666	149.27	N
		208124335935 DHS SUPPLIES	12/17/2019	20329808 PO-200365	108.51	N
		308103466618 CMS SUPPLIES	12/19/2019	20330477 PO-200372	157.12	N
(0) - 0 N						
013941 SCHOOL SPECIALTY INC PO BOX 1579 APPLETON, WI 54912-1579	203.89	208124300639 BATES SUPPLIES	12/17/2019	20329809 PO-200267	203.89	N
(888) 388-3224 N						
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710	1,435.00	EAP 112020.14 EMP ASST PROGRAM	12/05/2019	20327208 PV-200315	351.57	N
		EAP 112020.14 EMP ASST PROGRAM	12/05/2019	20327208 PV-200315	365.93	N
		EAP 122020.14 EMP ASST PROG	12/17/2019	20329817 PV-200349	351.57	N
		EAP 122020.14 EMP ASST PROG	12/17/2019	20329817 PV-200349	365.93	N
(0) - 0 N						
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826	44,765.50	201475 BUS OFF ENVELOPES	12/05/2019	20327196 PO-200288	215.50	N
		201276 RMS AVID REG	12/10/2019	20328112 PO-200249	500.00	N
		201498 DW INFO, DATA, COURIER	12/12/2019	20328745 PO-200207	4,000.00	N
		201498 DW INFO, DATA, COURIER	12/12/2019	20328745 PO-200207	2,250.00	N
		201353 TEACHER INDUCTION FEES	12/12/2019	20328756 PV-200342	37,800.00	N
(0) - 0 N						
013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585	1,155.63	99908 TRANS PROPANE	12/10/2019	20328141 PV-200322	1.59	N
		99908 TRANS PROPANE	12/10/2019	20328141 PV-200322	457.45	N
		99908 TRANS PROPANE	12/10/2019	20328141 PV-200322	1.59	N
		90601 TRANS PROPANE	12/17/2019	20329818 PV-200350	2.43	N
		90601 TRANS PROPANE	12/17/2019	20329818 PV-200350	698.18	N
		90601 TRANS PROPANE	12/17/2019	20329818 PV-200350	2.43	N
(707) 425-2951 N						
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007	224.69	8128630833 DO SHREDDING	12/10/2019	20328142 PV-200323	224.69	N
(0) - 0 N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	3,253.12	DECEMBER 2019 PREMIUM DECEMBER 2019 PREMIUM	12/12/2019 12/12/2019	20328757 PV-200336 20328757 PV-200336	2,192.13 1,060.99	N N
(0) - 0						N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	692.16	DECEMBER 2019 PREMIUMS DECEMBER 2019 PREMIUMS DECEMBER 2019 PREMIUMS	12/12/2019 12/12/2019 12/12/2019	20328758 PV-200337 20328758 PV-200337 20328758 PV-200337	317.24 28.84 346.08	N N N
(0) - 0						N
012876 SIERRA BUILDING SYSTEMS INC PO BOX 541 MEADOW VISTA, CA 95722	900.00	9155 DHS ALRM	12/17/2019	20329819 PV-200351	900.00	N
() -						N
014454 SINGH, PRITIKA 212 WEST HWY 220 RYDE, CA 95680	512.72	PARENT MILEAGE	12/12/2019	20328769 TC-200122	512.72	N
(916) 491-0657						N
014400 SLAGLE, ANTONIA 2310 CORK CIRCLE SACRAMENTO, CA 95822	212.76	STALEDATES 99465162/99466487 STALEDATE 99470741/99472900	12/10/2019 12/17/2019	20328160 TC-200111 20329830 TC-200128	85.07 127.69	N N
(0) - 0						N
013962 SNAP ON TOOLS PO BOX 1071 WOODBRIDGE, CA 95288	994.75	9261969340 TRANS SUPPLIES	12/12/2019	20328759 PV-200339	994.75	7
() -		Y BORGETT, JOSH				
012084 SODEXO INC & AFFILIATES DEPT. 43283	99,368.69	OCT 19 CAFE MEALS OCT 19 CAFE MEALS	12/17/2019 12/17/2019	20329826 PV-200357 20329826 PV-200357	11,244.20 41,745.34	N N

LOS ANGELES, CA 90088-3283

NOV 2019 MEALS
NOV 2019 MEALS

12/19/2019 20330482 PV-200359 8,133.40 N
12/19/2019 20330482 PV-200359 38,245.75 N

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012628 SOLANO COUNTY OFFICE OF EDUCATION 5100 BUSINESS CENTER DRIVE FAIRFIELD, CA 94534 (707) 399-4415 N	1,261.63	20-01403 TUPE GRANT	12/17/2019	20329820 PV-200352	1,261.63	N
014328 SOUSA, HEATHER 561 ANDERSON RIO VISTA, CA 94571 (0) - 0 N	64.96	BUS OFF MILEAGE	12/19/2019	20330484 TC-200130	64.96	N
012288 SOUZA, JENNIFER 717 TAMARACK DRIVE LODI, CA 95240 (0) - 0 N	68.32	ISLE MILEAGE	12/12/2019	20328770 TC-200123	68.32	N
011563 SPEARS, SHANAN 2436 MORaine CIRCLE RANCHO CORDOVA, CA 95670 (916) 744-1011 N	116.74	DHS AG SUPPLIES DHS AG SUPPLIES	12/12/2019 12/12/2019	20328746 PO-200360 20328746 PO-200360	58.37 58.37	N N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520 (888) 400-2155 N	813.28	RMS GAS TRANS GAS DHW GAS DHS GAS RVHS GAS STORAGE PREPAID GAS ISLE GAS ISLE GAS DO GAS CMS CAFE	12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019	20326376 PV-200306 20326376 PV-200306 20326376 PV-200306 20326376 PV-200306 20326376 PV-200306 20326376 PV-200306 20326376 PV-200306 20326376 PV-200306 20326376 PV-200306 20326382 PV-200306	46.56 34.03 43.06 144.07 236.19 77.37 104.07 14.43 11.20 102.30	N N N N N N N N N N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	3,907.57	3431682413 BUS OFF SUPPLIES 3431374291 ED SV SUPPLIES 3430782362 ED SV SUPPLIES	12/10/2019 12/10/2019 12/10/2019	20328132 PO-200050 20328132 PO-200071 20328132 PO-200071	55.73 51.89 26.77	N N N

(0) - 0

N STAPLES CONTRA	3430572152	ED SV SUPPLIES	12/10/2019	20328132	PO-200071	299.68	N
	3432125803	DHW SUPPLIES	12/10/2019	20328132	PO-200244	30.25	N
	3433356653	CAFE SUPPLIES	12/10/2019	20328135	PO-200366	129.11	N
	3430258798	WIND RIVER SUPPLIES	12/10/2019	20328133	PO-200404	32.32	N
	3430258799	WIND RIVER SUPPLIES	12/10/2019	20328133	PO-200404	25.85	N
	3430871622	WIND RIVER SUPPLIES	12/10/2019	20328133	PO-200404	68.92	N
	3430572153	WIND RIVER SUPPLIES	12/10/2019	20328133	PO-200404	38.80	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

014069 STAPLES ADVANTA (Continued...)		3430942153 SUPT DESK	12/12/2019	20328724 PO-200715	753.62	N
		3430942152 SUPT DESK	12/12/2019	20328724 PO-200715	661.71	N
		3432983664 SUPT DESK	12/12/2019	20328724 PO-200715	113.35	N
		3433062549 SUPT DESK	12/12/2019	20328724 PO-200715	44.46	N
		3433356652 HR SUPPLIES	12/17/2019	20329810 PO-200052	489.27	N
		23433062548 DHW SUPPLIES	12/17/2019	20329792 PO-200216	245.82	N
		3431682416 WIND RIVER SUPPLIES	12/17/2019	20329812 PO-200404	151.34	N
		3430942150 WIND RIVER SUPPLIES	12/17/2019	20329812 PO-200404	17.61	N
		3431682415 WIND RIVER SUPPLIES	12/17/2019	20329812 PO-200404	64.86	N
		3430942151 WIND RIVER SUPPLIES	12/17/2019	20329812 PO-200404	17.29	N
		3430258795 DHW SUPPLIES	12/17/2019	20329810 PO-200692	92.12	N
		3430782361 DHW SUPPLIES	12/17/2019	20329810 PO-200692	33.28	N
		3431682417 SUPT DESK	12/17/2019	20329821 PV-200353	104.35	N
		3430942149 MAINT SUPPLIES	12/19/2019	20330478 PO-200058	68.55	N
		3433869694 DHW SUPPLIES	12/19/2019	20330468 PO-200213	250.84	N
		3433869695 DHW SUPPLIES	12/19/2019	20330478 PO-200218	39.78	N

003646 STATE OF CALIFORNIA	505.00	413548 FINGERPRINTING	12/10/2019	20328143 PV-200324	328.00	N
1300 I STREET		419853 FINGERPRINTING	12/17/2019	20329822 PV-200354	177.00	N
SUITE 810						
SACRAMENTO, CA 95814						
(0) - 0						N

014075 STROM, JENNIFER	15.08	RMS MILEAGE	12/10/2019	20328161 TC-200112	15.08	N
PO BOX 733						
ISLETON, CA 95641						
(0) - 0						N

013947 SUPPLY WORKS	3,977.69	522624246 RMS SUPPLIES	12/10/2019	20328129 PO-200167	412.22	N
PO BOX 742056		522632454 BATES SUPPLIES	12/10/2019	20328129 PO-200167	593.36	N
LOS ANGELES, CA 90074-2056		520577537 DHS SUPPLIES	12/10/2019	20328129 PO-200167	1,110.24	N
		520541582 CMS SUPPLIES	12/10/2019	20328129 PO-200167	156.80	N
(877) 577-1114		522408962 RVHS SUPPLIES	12/12/2019	20328726 PO-200167	496.26	N
		520527821 CMS SUPPLIES	12/12/2019	20328726 PO-200167	48.33	N
		520769789 DHS SUPPLIES	12/12/2019	20328726 PO-200167	8.75	N
		521016709 DHS CREDIT	12/12/2019	20328726 PO-200167	149.45	N
		520826983 DHS SUPPLIES	12/12/2019	20328726 PO-200167	187.00	N
		523312080 RMS SUPPLIES	12/19/2019	20330472 PO-200167	87.96	N
		523082667 RMS SUPPLIES	12/19/2019	20330472 PO-200167	220.29	N

522813930	RMS SUPPLIES	12/19/2019	20330472	PO-200167	37.64	N
523556744	RMS SUPPLIES	12/19/2019	20330472	PO-200167	32.96	N
523715621	RMS CREDIT	12/19/2019	20330472	PO-200167	32.41-	N
525388435	ISLE SUPPLIES	12/19/2019	20330472	PO-200167	749.27	N
522813922	RMS SUPPLIES	12/19/2019	20330472	PO-200167	18.47	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571 (707) 374-2680	116.78	STALEDATE RPLCMNT #99474771	12/17/2019	20329823 PV-200355	116.78	N
014773 THARP, DANIELLE PO BOX 861 ELK GROVE, CA 95759 (0) - 0	63.92	SP ED MILEAGE	12/10/2019	20328162 TC-200113	63.92	N
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013 (877) 487-2877	5,644.02	DHS LD DO LD RVHS LD DHS LD DO LD RVHS LD	12/03/2019 12/03/2019 12/03/2019 12/17/2019 12/17/2019 12/17/2019	20326377 PV-200307 20326377 PV-200307 20326377 PV-200307 20329824 PV-200356 20329824 PV-200356 20329824 PV-200356	1,235.78 346.85 1,239.43 1,235.78 346.90 1,239.28	N N N N N N
001300 TURK, VICKY 936 FLORES WAY RIO VISTA, CA 94571 (0) - 0	85.03	RVHS MILEAGE	12/10/2019	20328163 TC-200114	85.03	N
014942 TWIG EDUCATION 1336 BROMMER STREET #A2 SANTA CRUZ, CA 95062 (888) 881-4977	2,807.44	1314 ED SV BOOKS 1212 ED SV SUPPLIES	12/10/2019 12/12/2019	20328113 PO-200723 20328760 PV-200340	2,303.44 504.00	N N
014996 TWIG SILVA WELDING 15041 STATE HWY 160 ISLETON, CA 95641 (0) - 0	1,280.00	1637 TRANS GATE FABRICATION	12/10/2019	20328114 PO-200740	1,280.00	N

COUNSELORS	12/10/2019	20328146	PV-200327	163.59	7
ISLE SFTY	12/10/2019	20328146	PV-200327	.16	7
BATES CUST	12/10/2019	20328146	PV-200327	109.06	7
CMS CUST	12/10/2019	20328146	PV-200327	54.53	7
RMS CUST	12/10/2019	20328146	PV-200327	54.53	7
ED SV	12/10/2019	20328146	PV-200327	109.06	7
TRANS	12/10/2019	20328146	PV-200327	234.48	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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013997 VERIZON WIRELES (Continued...)		TRANS	12/10/2019	20328146 PV-200327	77.64	7
		BATES ADMIN	12/10/2019	20328146 PV-200327	54.53	7
		RMS ADMIN	12/10/2019	20328146 PV-200327	64.53	7
		WG SFTY	12/10/2019	20328146 PV-200327	.16	7
		NURSES	12/10/2019	20328146 PV-200327	108.96	7
		RVHS CUST	12/10/2019	20328146 PV-200327	218.12	7
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000679 WARREN E GOMES EXCAVATING INC P.O. BOX 369 RIO VISTA, CA 94571	3,800.00	2511 MAINT REPAIRS	12/12/2019	20328747 PO-200165	3,800.00	N
(707) 374-2881						N
<hr/>						
000104 WARREN'S MACHINE & WELDING 52270 CLARKSBURG ROAD P.O. BOX 398 CLARKSBURG, CA 95612	69.71	17217 DHS AG SUPPLIES	12/19/2019	20330479 PO-200503	5.66	N
		17217 DHS AG SUPPLIES	12/19/2019	20330479 PO-200503	5.66	N
		17217 DHS AG SUPPLIES	12/19/2019	20330479 PO-200503	69.71	7
(916) 744-1667		Y WIGLEY, WARREN				
<hr/>						
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251	1,923.11	DHS WASTE	12/10/2019	20328147 PV-200328	735.95	N
		DHS WASTE	12/12/2019	20328761 PV-200341	1,187.16	N
(0) - 0						N
<hr/>						
012247 WELLS FARGO BANK WF 8113 P.O. BOX 1450 MINNEAPOLIS, MN 55485-8113	900.00	1770079 SFID #2	12/12/2019	20328762 PV-200343	450.00	N
		1770078 SFID #1	12/12/2019	20328762 PV-200343	450.00	N
(0) - 0						N
<hr/>						
000490 WILCO SUPPLY 1973 DAVID ST SAN LEANDRO, CA 94577	656.16	9116210-01 MAINT SUPPLIES	12/12/2019	20328748 PO-200178	558.73	N
		9119243 MAINT SUPPLIES	12/19/2019	20330480 PO-200178	97.43	N
(800) 745-5450						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688 (707) 451-3000	4,497.40	DHW LEASE RMS LEASE RVHS LEASE RMS LEASE	12/05/2019 12/05/2019 12/05/2019 12/05/2019	20327209 PV-200316 20327209 PV-200316 20327209 PV-200316 20327209 PV-200316	1,124.35 1,124.35 1,124.35 1,124.35	N N N N
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551 (916) 913-6191	1,508.59	132768 WG PRINT CHARGES 135285/134721 BATES PRINT CHR DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES 137778 WG PRINTR CHRGES	12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/17/2019	20326367 PO-200004 20326367 PO-200275 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20326381 PV-200305 20329811 PO-200004	191.73 188.71 327.73 116.14 39.61 40.96 78.33 .34 28.20 38.83 33.57 129.80 66.09 .17 228.38	N N
014388 WPS PUBLISH 625 ALASKA AVENUE TORRANCE, CA 90503-5124 (800) 648-8857	171.27	297422 SP ED FORMS	12/17/2019	20329793 PO-200729	171.27	N
000585 WRIGHT, STEVE 400 S FRONT STREET RIO VISTA, CA 94571 (0) - 0	428.04	ED SV MILEAGE	12/12/2019	20328771 TC-200124	428.04	N
014678 WYER, HILARY 726 E TEMPLE ST CHANDLER, AZ 85225 (0) - 0	45.30	CAFE LUNCH MONEY REIMB	12/10/2019	20328148 PV-200329	45.30	N

District total: 642,283.89

Report total: 642,283.89

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: _____

From: Mrs. Shanan Spears, Agriculture Teacher DHS

Item Number: 10.4

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

SUBJECT:

Delta High School Agriculture Department/FFA's participation at the annual California State FFA Leadership Conference April 22 – 26, 2020 in Anaheim. This year 43 students, 4 parents and 3 agriculture teachers are attending, for a total of 50 people. There are 13 freshmen, 13 sophomores, 8 juniors and 9 seniors participating. This event is open for all eligible Delta FFA members, 9-12th grade.

BACKGROUND:

Over 7,000 high school students, advisors and guests attend the largest annual state CTSO conference in California. This four-day conference attracts young agricultural leaders from over 330 chapters from throughout California.

The Convention encourages students to develop personal and team leadership skills, discover agricultural careers, establish lasting friendships and strive for success.

The Convention will also highlight student accomplishments in public speaking and production practices with proficiency awards, scholarships and special recognitions.

Delta High School has participated for the last 25 years. The conference was moved from Fresno to Anaheim for the 2017-2020 school years. This is the last year it will be held there. Students attend workshops, a career and job fair, industry tours and business sessions.

STATUS:

Reservations for the group are underway and there has been active fundraising toward trip costs throughout the summer and fall.

PRESENTER: Shanan Spears, Delta FFA Advisor, DHS/CMS Agriculture Dept. Chair

OTHER PEOPLE WHO MIGHT BE PRESENT: Mrs. Laura Uslan, Delta HS Principal

COST AND FUNDING SOURCES:

The trip is \$550 per student (transportation, tours, registration and hotel costs) based on 5 students to a room. Adults are \$800 each based on two to a room. The Delta FFA Ag Boosters group has donated \$3000 to assist students and parents who are in financial need. Teachers use Agriculture Incentive Grant funds.

RECOMMENDATION:

That the Board approves the overnight travel request for the Delta High School FFA members to attend the California State FFA Conference in Anaheim from April 22ND to April 26th, 2020.

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: January 14, 2020

Attachments: _____

From: Laura Uslan, Principal Delta High School

Item Number: 10.5

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

SUBJECT:

Delta High School Senior Class of 2020 overnight trip to Disneyland in Anaheim, CA on May 27-28, 2020

BACKGROUND:

The Delta High School Senior Class students will participate in this celebration of graduation as their chosen Senior Trip for 2020.

STATUS:

The Class of 2020 has actively fundraised to reduce the cost of the Disneyland ticket and to fully pay for the cost of the charter bus. All Seniors have been advised that financial support in the form of scholarships are available for anyone who cannot pay the remaining cost of the trip. The 57 members of the Senior class will travel by charter bus to Disneyland on Wednesday, May 27, and return to Clarksburg on Thursday, May 28, 2020.

PRESENTER:

Laura Uslan, Principal of Delta High School

OTHER PEOPLE WHO MIGHT BE PRESENT:

Katie Ingalls, Alyssa Waldman, and Kimberly Leyerly, Senior Class Advisors

COST AND FUNDING SOURCES:

\$100 per student (price reduced by Senior Class fundraisers)

RECOMMENDATION:

That the Board approves travel to the Grad Nite at Disneyland in Anaheim, CA for the Delta High School Class of 2020.

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: January 14, 2020

Attachments: _____

From: Victoria Turk, Principal Rio Vista High School

Item Number: 10.6

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

SUBJECT:

RVHS is seeking approval to attend the Annual California State FFA Convention in Anaheim, CA April 23-26, 2020.

BACKGROUND:

The Agricultural Department/FFA of Rio Vista High School has traditionally attended the annual conference and been active participants for many years. All students attending must be enrolled in an Agriculture class, be an active member in the local FFA chapter and in good standing, and academically eligible. All members must apply to attend.

STATUS:

Overnight travel requires Board approval.

Presenter:

Victoria Turk

OTHER PEOPLE WHO MIGHT BE PRESENT:

Chaperones: Maureen Reis and Ashlyn Bartlett

COST AND FUNDING SOURCES:

14 students independently funded; Chaperones paid for by Ag Incentive Grant funds.

RECOMMENDATION:

That the Board approves Rio Vista overnight travel for Rio Vista High School's FFA students to the state convention in Anaheim, CA.

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: January 14, 2020

Attachments: _____

From: Victoria Turk, Principal RVHS

Item Number: 10.7

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

SUBJECT:

Request approval for out-of-state travel for Rio Vista High School's American Field Service students domestic exchange visit to Park Ridge, New Jersey from April 4-8, 2020

BACKGROUND:

American Field Service of Rio Vista High School has traditionally participated in a student to student exchange. All students attending must be academically eligible.

STATUS:

Out of state travel requires Board approval

Presenter:

Victoria Turk

OTHER PEOPLE WHO MIGHT BE PRESENT:

Donnie Surla, Chaperone

COST AND FUNDING SOURCES:

14 students are funded independently and chaperone cost to be funded by Adult AFS Chapter.

RECOMMENDATION:

That the Board approves Rio Vista High School's American Field Service students domestic exchange visit to Park Ridge, New Jersey from April 4-8, 2020.

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: January 14, 2020

Attachments: _____

From: Victoria Turk, Principal RVHS

Item Number: 10.8

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

SUBJECT:

Application for Class of 2020 graduation trip to Disneyland in Anaheim, California on May 27-28, 2020.

BACKGROUND:

Rio Vista High School's Senior Class has traditionally traveled to a Southern California theme park for a graduation night party.

STATUS:

Overnight travel requires Board approval.

Presenter:

Victoria Turk

OTHER PEOPLE WHO MIGHT BE PRESENT:

Chaperones: Maureen Reis, Yesenia Alduenda, Drake Sherman, Elias Rivera

COST AND FUNDING SOURCES:

Seniors electing to attend (currently 35) at a personal cost of \$389.00 each; 2 chaperones are funded by USA Student Travel and 2 chaperones are funded by ASB Class of 2020

RECOMMENDATION:

That the Board approves the overnight travel for the of Class of 2020 for their graduation trip to Disneyland in Anaheim, California on May 27-28, 2020.

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: January 14, 2020

Attachments: X

From: Danielle Tharp, Special Education Coordinator

Item Number: 10.9

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

SUBJECT:

Request to approve the additional cost of \$50,000 to the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional Assistants) for the 2019-2020 school year.

BACKGROUND:

This is an addition to the current contract. Point Quest provides well-trained, highly skilled instructional assistants for additional academic classroom support and 1:1 assistance for our students.

STATUS:

The original 2019-2020 contract was not to exceed \$90,000 for two 1:1 Instructional Assistants and one Instructional Assistant who provides additional academic support. This increase to the contract is for an additional Instructional Assistant to provide services for a district student and to cover for previous student support needed.

PRESENTER: Danielle Tharp, Special Education Coordinator

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$50,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approves the addition costs the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional Assistants) for the 2019-2020 school year at a cost not to exceed \$50,000.

Time allocated: 2 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2019-2020

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the District. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2019-2020

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on January 1, 2020, between the River Delta Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Point Quest (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from January 1, 2020 to June 30, 2020 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. In the event a subsequent Master Contract is not renegotiated by June 30, 2020, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

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

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

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

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

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

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

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

46. STAFF QUALIFICATIONS

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

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

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

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

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

48. STAFF ABSENCE

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

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

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

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

52. ADMINISTRATION OF MEDICATION

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

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

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

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

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

representatives. This Master Contract is effective on the 1st day of January 2020 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR

LEA
River Delta Unified School District

Nonpublic School/Agency

By: _____
Signature Date

Name and Title of Authorized Representative

Notices to **CONTRACTOR** shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

By: _____
Signature Date

By: _____
Danielle Tharp, Special Education Coordinator
Name and Title of Authorized Representative

Notices to **LEA** shall be addressed to:

River Delta Unified School District

LEA
445 Montezuma Street

Address
Rio Vista CA 94571

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

Phone Fax
tsalomon@rdusd.org

Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State Zip

Phone Fax

Email

EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2019-2020 CONTRACT YEAR

CONTRACTOR _____ CONTRACTOR NUMBER _____ CDE TOTAL ENROLLMENT ALLOWED _____

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

Payment under this contract may not exceed \$50,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
Language and Speech Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	\$ _____ Per Hour
Occupational Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	\$ _____ Per Hour
Physical Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	\$ _____ Per Hour
Behavior Intervention Services	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
Other:	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	Instructional Assistant	\$ 40.00 Per Hour

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: _____

From: Bonnie Kauzlarich, Dir. of Personnel

Item Number: 10.10

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

SUBJECT:

Request for a leave of absence made by Elvia Navarro

BACKGROUND:

Elvia Navarro, a full time Account Specialist at the District Office has requested a personal leave of absence, beginning January 28, 2020 returning on January 18, 2021.

STATUS:

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approve the request for leave of absence made by Elvia Navarro.

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: January 14, 2020

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.11

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

SUBJECT:

Request to approve grant renewal application for After School Education & Safety Program Grant (ASES) for Bates Elementary School, Walnut Grove Elementary School, and Isleton Elementary School.

BACKGROUND:

After School Education & Safety Program Grant (ASES) grant will continue funding for the after school programs at Bates Elementary School, Walnut Grove Elementary School, and Isleton Elementary School. If the grant is awarded, the funding cycle will last for three years.

STATUS:

The District ASES Coordinator has collaborated with staff, parents, students to plan for and write the grant renewal application. This application is due to the CDE by 5pm on January 22, 2020.

PRESENTER:

Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Lucia Becerra, District ASES Coordinator

COST AND FUNDING SOURCES:

Funding is made available through an application process by the US Department of Education and is administered by the California Department of Education.

RECOMMENDATION:

That the Board approves the grant renewal application for the ASES program for Bates Elementary School, Walnut Grove Elementary School, and Isleton Elementary School.

Time allocated: 3 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.12

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

SUBJECT:

Donations

BACKGROUND:

Donations to Receive and Acknowledge:

D.H White Elementary School – Breakfast with Santa

Lira's Supermarket
Cub Scout Group 101
Mr. Charlie Clark
Rio Vista Lions Club

Riverview Middle School - Computers

Rio Vista Foundation/Sister Cities Association - \$2,500

Riverview Middle School

Beth Brockhouse - \$153.84

Rio Vista High School – In memory of Jerry Rubier

Everene McPherson

STATUS:

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

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

Time allocated: 3 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X_____

From: Katherine Wright, Superintendent

Item Number: 11_____

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

SUBJECT:

Request to approve the dedication and naming of the Courtland High School Auditorium as “Dr. Henry Go Auditorium” in honor of his life-long dedication as a Courtland resident and physician

BACKGROUND:

A letter dated November 18, 2019 from the Courtland Town Association was received with a request to rename the Courtland High School Auditorium after a life-long Courtland resident and physician, Dr. Henry Go. Maria Elena Becerra, principal of Bates Elementary School, has held open meetings sharing this request with staff members and parents from the PTA, ELAC parents and at a ‘Coffee with the Principal’ meeting. The feedback from these stakeholders was that Dr. Go’s years of service in the community deserved this honor.

The District held a public hearing on December 17, 2019. Courtland Town Association member, Mike Pavao, spoke in support of renaming the auditorium after the longtime resident and physician Dr. Henry Go.

STATUS:

Board Policy 7310, naming of a facility after an individual, requires that the Board hold a Public Hearing at which time members of the public will be given an opportunity to provide input. Input was received during the December 17th Board meeting, only positive responses were made.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff, parents and community members

COST AND FUNDING SOURCES:

There will be no cost to the District. The Courtland Town Association will bear all costs to honor Dr. Henry Go.

RECOMMENDATION:

That the Board of Trustees approves the dedication and renaming of the Courtland High School Auditorium as “Dr. Henry Go Auditorium” in honor of Dr. Henry Go.

Time allocated: 15 minutes

COURTLAND TOWN ASSOCIATION

P.O. Box 266
Courtland, CA 95615

November 18, 2019

Ms. Katherine Wright
Superintendent
River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571

Dear Superintendent Wright:

Courtland Town Association is a non-profit organization representing the community of Courtland and through our fund raising and donations support the five River Delta schools in Courtland, Walnut Grove and Clarksburg. The Town Association has enjoyed a long relationship with the School District and looks for ways to support local students and recognize citizens who make the Delta a special place.

As a part of the Association's goals, we look for appropriate way to honor members of the community whose unique contributions to local families merit special recognition. For instance, the Town Association was instrumental in naming the Courtland Library for retired River Delta teacher Noni Wetzel. We now seek the District's approval to name the Courtland High School Auditorium for life-long Courtland resident and physician Dr. Henry Go.

Henry Go was born, raised and educated in Courtland. He was the 1952 Senior Class President at Courtland High School and graduated in the same auditorium that we now seek to name in his honor. After high school graduation, Henry graduated from the University of California, Berkeley and attended medical school at UCLA. In 1962, after completing his medical training, Dr. Go returned to Courtland to work in private practice with Dr. Raymond Primasing. When Dr. Primasing passed away in 1983, Dr. Go became a sole practitioner a role he still fills today. After over 58-years of service to Courtland, the North Delta and the greater Sacramento medical community, it is time to honor a man who can easily be called, without hyperbole, a Delta icon.

Dr. Go's legacy is secure through the many Delta babies he delivered; the families he counseled; the patients he helped regardless of race or economic status; his unwavering commitment to social justice and the affection of everyone who have had the privilege to know "Doctor Henry".

Therefore, the Courtland Town Association respectfully requests that River Delta Unified School District Board of Trustees officially designate the Courtland High School Auditorium the, "**Dr. Henry Go Auditorium**".

Although no amount of money can ever repay Dr. Go for his lifetime of dedication, the Courtland Town Association will bear all of the costs to honor this remarkable man.

Sincerely,



Mike Pavao, Chair
Courtland Town Association

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 12

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

SUBJECT:

Accept and approve the Audit Report of Crowe LLP, Independent Auditor, for Fiscal Year 2018-19 Financial Records.

BACKGROUND:

Each school district within California must arrange an annual audit of its financial records by an independent certified public accountant. The district has contracted with Crowe LLP to perform the audit for fiscal year ending June 30, 2019.

STATUS:

The District has reviewed the reports and agrees with the procedures performed and conclusions presented by Crowe LLP.

PRESENTER:

Representative from Crowe LLP

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board accepts and approves the Financial Records Audit Report as presented for fiscal year 2018-19.

Time allocated: 5 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

FINANCIAL STATEMENTS

June 30, 2019

RIVER DELTA UNIFIED SCHOOL DISTRICT

FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION
For the Year Ended June 30, 2019

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RIVER DELTA UNIFIED SCHOOL DISTRICT

FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION
For the Year Ended June 30, 2019
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INDEPENDENT AUDITOR'S REPORT

Board of Education
River Delta Unified School District
Rio Vista, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of River Delta Unified School District, as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise River Delta Unified School District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of River Delta Unified School District, as of June 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

(Continued)

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the *Management's Discussion and Analysis* on pages 4 to 9, the General Fund Budgetary Comparison Schedule, the Schedule of Changes in the District's Net Other Postemployment Benefits (OPEB) Liability, the Schedule of the District's Contributions - OPEB, the Schedule of the District's Proportionate Share of the Net Pension Liability, and the Schedule of the District's Contributions - Pensions on pages 45 to 51 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the River Delta Unified School District's basic financial statements. The accompanying schedule of expenditure of federal awards as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the other supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The schedule of expenditure of federal awards and other supplementary information as listed in the table of contents are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information, except for the Schedule of Financial Trends and Analysis, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards and other supplementary information as listed in the table of contents, except for the Schedule of Financial Trends and Analysis, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Schedule of Financial Trends and Analysis has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

(Continued)

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 13, 2019 on our consideration of River Delta Unified School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering River Delta Unified School District's internal control over financial reporting and compliance.

Crowe LLP
Crowe LLP

Sacramento, California
December 13, 2019

**Management's Discussion and Analysis
(MD&A)
River Delta Unified School District
2018-19**

Management's Discussion and Analysis Section of the audit report is management's view of the District's financial performance and condition during the fiscal year ending June 30, 2019. The MD&A should be read in conjunction with the basic financial statements and the accompanying notes to those financial statements.

This annual report consists of three parts: Management's Discussion and Analysis (this section), the basic financial statements, and required supplementary information.

Management's Discussion and Analysis consists of five sections:

1. **Overview of the Financial Statements:** serves as a guide to reading the financial statements provided in the sections following the Management's Discussion and Analysis.
2. **Financial Analysis of the District as a Whole:** a summary view of the District's Net Position.
3. **Financial Analysis of the District's Funds:** including a subsection on the District's General Fund.
4. **Capital Asset and Debt Administration:** a look at the District's investment in capital assets and its level of debt.
5. **Factors Bearing on the District's Financial Future:** a discussion of issues management sees as relevant to the future financial health of the District.

OVERVIEW OF THE FINANCIAL STATEMENTS

The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are District-wide financial statements that provide both short-term and long-term information about the District's overall financial status. Because these statements include all district funds, it should be noted that certain inter-fund and other types of transactions that net to zero have been eliminated so that District-wide revenues and expenditures are presented without artificial inflation.
- The remaining statements are fund financial statements that focus on the major funds of the District. These statements report the District's operations in more detail than the District-wide statements.

These two kinds of statements report the District's net position and changes during the year. Net position is the difference between assets and liabilities, which is one way to measure the District's financial health, or financial position. Increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating over time.

The financial statements also include notes that explain some of the information in the statements and provide more detailed data. These notes are considered to be an integral part of the financial statements and should be considered in conjunction with them when looking at the District's financial picture.

The statements are followed by a section of required supplementary information that further explains and supports the financial statements with a comparison of the District's budget for the year.

In the District-wide financial statements, the District's activities are shown as Governmental activities. We have no funds that are classified as Business-type activities.

The fund financial statements provide more detailed information about the District's most significant funds, not the District as a whole. The District has one type of fund:

Governmental: Most of the District's basic services are included in governmental funds, the General Fund being the largest fund in this category. Other governmental funds the district operates are Adult Ed Fund, Child Development Fund, Cafeteria Fund, Building Fund, Capital Facilities Fund, County School Facilities Fund, Capital Project Fund for Blended Component Units and the Bond Interest and Redemption Fund.

Revenues for the governmental funds totaled \$29.8 million, with \$25.3 million from the General Fund. Property taxes and state formula aid accounted for 75.2% of the District's General Fund revenue, another 17.0% came from state and federal aid for specific programs, with the remainder from fees charged for services and miscellaneous sources.

Expenditures totaled \$28.7 million, with \$24.4 million from the General Fund. The District's expenses are predominantly related to educating and caring for students, with 77.3% for salaries and benefits from the General Fund.

When utilizing these financial statements to assess the overall health of the District, additional non-financial factors will need to be considered, such as the condition of school buildings and other facilities, and enrollment trends.

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Table 1

Net Position	2017-18	2018-19
Current and Other Assets	\$ 11,233,423	\$ 12,809,345
Capital Assets	29,057,653	27,940,509
Total Assets	40,291,076	40,749,854
Deferred outflows related to pensions and OPEB	6,209,113	6,561,809
Deferred outflows from advance refunding of debt	212,388	184,718
Total Deferred Outflows	6,421,501	6,746,527
Long-Term Liabilities Outstanding	46,580,814	47,115,104
Other Liabilities	1,456,782	1,884,269
Total Liabilities	48,037,596	48,999,373
Deferred inflows related to pensions and OPEB	2,105,161	1,841,750
Total Deferred Inflows	2,105,161	1,841,750
Net Position:		
Net Investment in Capital Assets	14,071,075	15,152,027
Restricted	4,661,991	5,242,541
Unrestricted	(22,163,246)	(23,739,310)
Total Net Position	\$ (3,430,180)	\$ (3,344,742)

Net Position: The District's Total Net Position for the year ending June 30, 2019 is \$ (3,344,742).

It is important to note that land is accounted for at historical cost (purchase value), not market value, and is not depreciated. Many of our school sites have low values for today's market because the District acquired the land decades ago. This valuation of land is consistent with accounting rules set forth by the Governmental Accounting Standards Board.

While land and buildings owned by the District contribute to its net assets, and because of the nature of school operations, the District will be fully utilizing these assets for the foreseeable future, so they are not available as assets that could be liquidated.

Changes in Net Position

Table 2

	2017-18	2018-19
Program Revenues:		
Charges for services	474,136	1,204,777
Operating and Capital Grants	5,247,595	6,307,604
General Revenues:		
Property Taxes	13,539,417	13,931,339
Federal and State Aid	6,574,344	7,828,940
Other	611,119	712,238
Total Revenues	26,446,611	29,984,898
Program Expenses		
Instruction	13,933,354	16,257,185
Instruction-Related Services	2,885,781	3,208,973
Pupil Services	4,068,838	4,602,081
General Administration	1,542,217	1,928,990
Plant and Ancillary Services	2,752,990	3,023,469
Interest	831,218	818,156
Other	63,867	60,606
Total Expenses	26,078,265	29,899,460
Change in Net Position	368,346	85,438
Net Position - Beginning	(1,149,477)	(3,430,180)
Cumulative effect of GASB 75 Implementation	(2,649,049)	-
Net position, Beginning restated	(3,798,526)	-
Net Position - Ending	(3,430,180)	(3,344,742)

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The strong financial performance of the District as a whole is reflected in its fund balances. The District maintains a three percent (3%) reserve in the General Fund, which meets the state-required reserve for fiscal uncertainties, and an additional two percent 2% reserve as a matter of adopted Board policy. As the District completed the 2018-19 year, its funds reported a *combined* fund balance of \$11.0 million. This amount includes the legally restricted ending balances and unrestricted site carryover amounts. It should be noted that all District funds are self-supporting.

General Fund Budgetary Highlights. Over the course of the year, the District revised its annual operating budget numerous times. The adopted budget as of July 1, 2018 was prepared prior to the State of California adopting a final State budget.

Following the adoption of the State budget and after the 2017-18 books were closed, the required First Interim Report was prepared where carryover funds and deferred revenues were incorporated, and the budget revised accordingly.

The District's General Fund ending fund balance is approximately \$6.7 million. Of this amount, \$2,082,967 is unassigned and \$3,657,033 has been assigned by the Board; the remainder is restricted and for State, Federal, and local categorical programs, under provisions of these grants or is nonspendable.

CAPITAL ASSET AND DEBT ADMINISTRATION

- **Capital Assets.** At the end of fiscal year 2018-19, the District had a total value of \$70,641,783 in capital assets, including land, buildings, building improvements and equipment. Total accumulated depreciation amounted to \$42,701,274.
- **Long-term Debt.** The District ended the year with a total of \$47,115,104 in outstanding financing obligations. The major portions of this amount are for G.O. Bond issuance and pension and other postemployment benefits (OPEB) obligations as required by GASB 68 and GASB 75, respectively. The obligation for G.O. Bonds is \$17,316,359 and the combined pension and OPEB obligations are \$28,596,869, with the remaining obligations relating to capital leases and compensated absences.

FACTORS BEARING ON THE DISTRICT'S FINANCIAL FUTURE

At the time these financial statements were prepared and audited, the District was aware of the following circumstances that could significantly affect its financial health in the future:

- Student enrollment and attendance are primary factors in the computation of most funding formulas for public schools in the State of California. The District is currently experiencing growth in enrollment over the 2018-19 figures, with anticipation of a slight increase in enrollment for the next several years.
- River Delta Unified is a member of the Sacramento County Office of Education's Special Education Local Plan Area (SELPA). As with all school funding, the SELPA funding is based on attendance of each member's pupils. District membership in the SELPA has declined which in turn reduces the revenue available for its member districts. River Delta is anticipating that revenue will be cut by approximately \$587,000 in fiscal year 2019-20 thereby increasing the encroachment on the General fund unrestricted dollars.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide the District's citizens, taxpayers, vendors, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. Questions about this report or additional information requests should be directed to the Chief Business Officer, at 445 Montezuma Street, Rio Vista, CA 94571 or at (707) 374-1700.

BASIC FINANCIAL STATEMENTS

RIVER DELTA UNIFIED SCHOOL DISTRICT
STATEMENT OF NET POSITION
June 30, 2019

	<u>Governmental Activities</u>
ASSETS	
Cash and investments (Note 2)	\$ 11,275,808
Receivables	1,521,303
Stores inventory	12,234
Non-depreciable capital assets (Note 4)	448,457
Depreciable capital assets, net of accumulated depreciation (Note 4)	<u>27,492,052</u>
Total assets	<u>40,749,854</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflow of resources - pensions (Notes 7 and 8)	6,347,028
Deferred outflow of resources - OPEB (Note 9)	214,781
Deferred outflow from advance refunding of debt	<u>184,718</u>
Total deferred outflows of resources	<u>6,746,527</u>
LIABILITIES	
Accounts payable	1,849,205
Unearned revenue	35,064
Long-term liabilities (Note 5):	
Due within one year	2,575,763
Due after one year	<u>44,539,341</u>
Total liabilities	<u>48,999,373</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows of resources - pensions (Notes 7 and 8)	1,819,000
Deferred inflow of resources - OPEB (Note 9)	<u>22,750</u>
Total deferred inflows of resources	<u>1,841,750</u>
NET POSITION	
Net investment in capital assets	15,152,027
Restricted:	
Legally restricted programs	1,068,067
Capital projects	1,605,284
Debt service	2,569,190
Unrestricted	<u>(23,739,310)</u>
Total net position	<u>\$ (3,344,742)</u>

See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2019

		Program Revenues			Net (Expense) Revenues and Changes in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
Governmental activities:					
Instruction	\$ 16,257,185	\$ 153,140	\$ 3,710,021	\$ 73	\$ (12,393,951)
Instruction-related services:					
Supervision of instruction	512,358	223	239,490	-	(272,645)
Instructional library, media and technology	286,652	-	1,128	-	(285,524)
School site administration	2,409,963	5,072	235,035	-	(2,169,856)
Pupil services:					
Home-to-school transportation	1,439,465	27,747	90,536	-	(1,321,182)
Food services	1,060,456	107,839	845,344	-	(107,273)
All other pupil services	2,102,160	170,635	594,895	-	(1,336,630)
General administration	1,746,476	12,183	151,807	-	(1,582,486)
Data processing	182,514	-	-	-	(182,514)
Plant services	2,834,474	432,308	103,456	-	(2,298,710)
Ancillary services	188,995	976	21,936	-	(166,083)
Interest on long-term debt	818,156	-	-	-	(818,156)
Other outgo	60,606	294,654	313,883	-	547,931
	<u>\$ 29,899,460</u>	<u>\$ 1,204,777</u>	<u>\$ 6,307,531</u>	<u>\$ 73</u>	<u>(22,387,079)</u>
Total governmental activities					
General revenues:					
Taxes and subventions:					
Taxes levied for general purposes					11,937,210
Taxes levied for debt service					1,979,272
Taxes levied for other specific purposes					14,857
Federal and state aid not restricted to specific purposes					7,828,940
Interest and investment earnings					207,723
Interagency revenues					54,469
Miscellaneous					450,046
					<u>22,472,517</u>
					Change in net position
					<u>85,438</u>
					Net position, July 1, 2018
					<u>(3,430,180)</u>
					Net position, June 30, 2019
					<u>\$ (3,344,742)</u>

See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2019

	<u>General Fund</u>	<u>Capital Facilities Fund</u>	<u>Bond Interest and Redemption Fund</u>	<u>All Non-Major Funds</u>	<u>Total Governmental Funds</u>
ASSETS					
Cash and investments:					
Cash in County Treasury	\$ 7,069,956	\$ 1,189,324	\$ 2,572,291	\$ 422,347	\$ 11,253,918
Cash in banks	246	-	-	6,644	6,890
Cash in revolving fund	15,000	-	-	-	15,000
Receivables	1,317,514	9,786	22,298	171,705	1,521,303
Due from other funds	124,129	128,857	-	19,886	272,872
Stores inventory	-	-	-	12,234	12,234
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total assets	<u>\$ 8,526,845</u>	<u>\$ 1,327,967</u>	<u>\$ 2,594,589</u>	<u>\$ 632,816</u>	<u>\$ 13,082,217</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 1,637,615	\$ 3,748	\$ 24,975	\$ 98,168	\$ 1,764,506
Due to other funds	143,901	-	-	128,971	272,872
Unearned revenue	34,640	-	424	-	35,064
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total liabilities	<u>1,816,156</u>	<u>3,748</u>	<u>25,399</u>	<u>227,139</u>	<u>2,072,442</u>
Fund balances:					
Nonspendable	15,000	-	-	12,234	27,234
Restricted	955,689	1,324,219	2,569,190	393,443	5,242,541
Assigned	3,657,033	-	-	-	3,657,033
Unassigned	2,082,967	-	-	-	2,082,967
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total fund balances	<u>6,710,689</u>	<u>1,324,219</u>	<u>2,569,190</u>	<u>405,677</u>	<u>11,009,775</u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total liabilities and fund balances	<u>\$ 8,526,845</u>	<u>\$ 1,327,967</u>	<u>\$ 2,594,589</u>	<u>\$ 632,816</u>	<u>\$ 13,082,217</u>

See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
June 30, 2019

Total fund balances - Governmental Funds	\$	11,009,775
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used for governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds. The cost of the assets is \$70,641,783 and the accumulated depreciation is \$42,701,274 (Note 4).		
		27,940,509
Long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in governmental funds. Long-term liabilities at June 30, 2019 consisted of (Note 5):		
General Obligation Bonds	\$ (12,136,902)	
Accreted interest	(4,794,482)	
Unamortized premiums	(384,975)	
Capitalized lease obligations	(1,003,627)	
Other postemployment benefits (Note 9)	(6,013,869)	
Net pension liability (Notes 7 and 8)	(22,583,000)	
Compensated absences	<u>(198,249)</u>	
		(47,115,104)
Deferred outflows of resources resulting from defeasance of debt are not recorded in governmental funds. In governmental activities, the difference between the reacquisition price and the net carrying amount of the retired debt are reported as deferred outflows of resources.		
		184,718
In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported (Notes 7 and 8).		
Deferred outflows of resources relating to pensions	\$ 6,347,028	
Deferred inflows of resources relating to pensions	<u>(1,819,000)</u>	
		4,528,028
In governmental funds, deferred outflows and inflows relating to OPEB are not reported because they are applicable to future periods. In the statement of net position, deferred outflows relating to OPEB are reported.		
Deferred outflows of resources relating to OPEB	\$ 214,781	
Deferred inflows of resources relating to OPEB	<u>(22,750)</u>	
		192,031
Unmatured interest on long-term debt is not recognized until the period in which it matures and is paid in governmental funds, however, in the statement of net position it is recognized in the period that it is incurred.		
		<u>(84,699)</u>
Total net position - governmental activities	\$	<u><u>(3,344,742)</u></u>

See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended June 30, 2019

	General Fund	Capital Facilities Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total Governmental Funds
Revenues:					
Local Control					
Funding Formula (LCFF):					
State apportionment	\$ 9,182,985	\$ -	\$ -	\$ -	\$ 9,182,985
Local sources	<u>9,858,743</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>9,858,743</u>
Total LCFF	<u>19,041,728</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>19,041,728</u>
Federal sources	901,655	-	-	781,345	1,683,000
Other state sources	3,393,695	-	11,427	391,676	3,796,798
Other local sources	<u>1,981,963</u>	<u>1,095,368</u>	<u>2,007,166</u>	<u>207,882</u>	<u>5,292,379</u>
Total revenues	<u>25,319,041</u>	<u>1,095,368</u>	<u>2,018,593</u>	<u>1,380,903</u>	<u>29,813,905</u>
Expenditures:					
Current:					
Certificated salaries	9,026,898	-	-	35,998	9,062,896
Classified salaries	4,073,809	-	-	452,404	4,526,213
Employee benefits	5,777,748	-	-	228,029	6,005,777
Books and supplies	1,562,657	-	-	20,507	1,583,164
Contract services and operating expenditures	3,528,243	56,829	-	657,217	4,242,289
Other outgo	36,642	-	-	-	36,642
Capital outlay	404,603	-	-	897,974	1,302,577
Debt service:					
Principal retirement	-	137,982	1,496,188	-	1,634,170
Interest	<u>-</u>	<u>63,093</u>	<u>225,408</u>	<u>-</u>	<u>288,501</u>
Total expenditures	<u>24,410,600</u>	<u>257,904</u>	<u>1,721,596</u>	<u>2,292,129</u>	<u>28,682,229</u>
Excess (deficiency) of revenues over (under) expenditures	<u>908,441</u>	<u>837,464</u>	<u>296,997</u>	<u>(911,226)</u>	<u>1,131,676</u>
Other financing (uses) sources:					
Transfers in	14,128	128,857	-	15,044	158,029
Transfers out	<u>(143,901)</u>	<u>-</u>	<u>-</u>	<u>(14,128)</u>	<u>(158,029)</u>
Total other financing (uses) sources	<u>(129,773)</u>	<u>128,857</u>	<u>-</u>	<u>916</u>	<u>-</u>
Net change in fund balances	778,668	966,321	296,997	(910,310)	1,131,676
Fund balances, July 1, 2018	<u>5,932,021</u>	<u>357,898</u>	<u>2,272,193</u>	<u>1,315,987</u>	<u>9,878,099</u>
Fund balances, June 30, 2019	<u>\$ 6,710,689</u>	<u>\$ 1,324,219</u>	<u>\$ 2,569,190</u>	<u>\$ 405,677</u>	<u>\$ 11,009,775</u>

See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCES - GOVERNMENTAL FUNDS -
TO THE STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2019

Net change in fund balances - Total Governmental Funds	\$ 1,131,676
Amounts reported for governmental activities in the statement of activities are different because:	
Acquisition of capital assets is an expenditure in the governmental funds, but increases capital assets in the statement of net position (Note 4).	1,303,201
Depreciation of capital assets is an expense that is not recorded in the governmental funds (Note 4).	(2,420,345)
Repayment of principal on long-term debt is an expenditure in the governmental funds, but decreases the long-term liabilities in the statement of net position (Note 5).	1,634,170
Accreted interest on capital appreciation bonds is an expense that is not recorded in governmental funds (Note 5).	(558,035)
In governmental funds, losses on refunding of debt are not recognized. In government wide statements, losses on refunding of debt are deferred and amortized over the life of the debt (Note 5).	27,670
In governmental funds if debt is issued at a premium, the premium is recognized as other financing sources in the period it is incurred. In the government-wide statements, the premium is amortized as interest over the life of the related debt (Note 5).	39,292
Other postemployment benefits (OPEB) costs are recognized when employer contributions are made. In the statement of activities, OPEB costs are recognized on the accrual basis. The difference between OPEB costs and actual employer contributions were (Notes 5 and 9).	(315,755)
In the statement of activities, expenses related to compensated absences is measured by the amounts earned during the year. In the governmental funds, expenditures are measured by the amount paid during the year (Note 5).	(1,688)
In government funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was (Note 7 and 8).	(944,987)
Unmatured interest on long-term debt is recognized in the period that it becomes due in the statement of net position, but is expensed when paid in the governmental funds.	<u>19,363</u>
Change in net position of governmental activities	<u>\$ (85,438)</u>

See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT
STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES
AGENCY FUNDS
June 30, 2019

ASSETS

Cash on hand and in banks (Note 2) \$ 157,570

LIABILITIES

Due to student groups \$ 157,570

See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

River Delta Unified School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant policies:

Reporting Entity: The District has reviewed criteria to determine whether other entities with activities that benefit the District should be included within its financial reporting entity. The criteria include, but are not limited to, whether the entity exercises oversight responsibility (which includes financial interdependency, selection of governing authority, designation of management, ability to significantly influence operations, and accountability for fiscal matters), the scope of public service, and a special financing relationship.

The District has determined that no other outside entity meets the above criteria, and therefore, no agency has been included as a component unit in the District's financial statements. In addition, the District is not aware of any entity that would exercise such oversight responsibility that would result in the District being considered a component unit of that entity.

Basis of Presentation - Financial Statements: The basic financial statements include a Management's Discussion and Analysis (MD & A) section providing an analysis of the District's overall financial position and results of operations, financial statements prepared using full accrual accounting for all of the District's activities, including infrastructure, and a focus on the major funds.

Basis of Presentation - Government-Wide Financial Statements: The Statement of Net Position and the Statement of Activities displays information about the reporting government as a whole. Fiduciary funds are not included in the government-wide financial statements. Fiduciary funds are reported only in the Statement of Fiduciary Assets and Liabilities.

The Statement of Net Position and the Statement of Activities are prepared using the economic resources measurement focus and the accrual basis of accounting. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of Governmental Accounting Standards Board Codification Section (GASB Cod. Sec.) N50.118-.121.

Program revenues: Program revenues included in the Statement of Activities derive directly from the program itself or from parties outside the District's taxpayers or citizenry, as a whole; program revenues reduce the cost of the function to be financed from the District's general revenues.

Allocation of indirect expenses: The District reports all direct expenses by function in the Statement of Activities. Direct expenses are those that are clearly identifiable with a function. Depreciation expense is specifically identified by function and is included in the direct expense of the respective function. Interest on general long-term liabilities is considered an indirect expense and is reported separately on the Statement of Activities.

Basis of Presentation - Fund Accounting: The accounts of the District are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, as appropriate. District resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A - Major Funds

General Fund:

The General Fund is the general operating fund of the District and accounts for all revenues and expenditures of the District not encompassed within other funds. All general tax revenues and other receipts that are not allocated by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures and the capital improvement costs that are not paid through other funds are paid from the General Fund. For financial reporting purposes, the current year activity and year end balances of the Special Reserve for Other than Capital Outlay Projects is combined with the General Fund.

Capital Facilities Fund:

The Capital Facilities Fund is a capital projects fund used to account for resources used for the acquisition or construction of major capital facilities and equipment, and primarily includes proceeds from the sale of bonds.

Bond Interest and Redemption Fund:

The Bond Interest and Redemption Fund is a debt service fund used to account for the accumulation of resources for, and the repayment of, general long-term debt principal, interest, and related costs.

B - Other Funds

The Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes. This classification includes the Adult Education, Child Development, and Cafeteria Funds.

The Capital Projects Funds are used to account for resources used for the acquisition or construction of major capital facilities and equipment. This classification includes the Building Fund, County School Facilities Fund, and Capital Projects Funds.

Student Body Funds are agency funds used to account for assets of others for which the District has an agency relationship with the activity of the fund.

Basis of Accounting: Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

Accrual: Governmental activities in the government-wide financial statements and the fiduciary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

Modified Accrual: The governmental funds financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term liabilities, if any, is recognized when due.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets: Capital assets purchased or acquired, with an original cost of \$5,000 or more, are recorded at historical cost or estimated historical cost. Contributed assets are reported at acquisition value for the contributed asset. Additions, improvements and other capital outlay that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Capital assets are depreciated using the straight-line method over 5 - 50 years depending on asset types.

Deferred Outflows/Inflows of Resources: In addition to assets, the Statement of Net Position includes a section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s), and as such will not be recognized as an outflow of resources (expense/expenditure) until then. The District has recognized a deferred loss on refunding reported, which is in the Statement of Net Position. A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shortened life of the refunded or refunding debt. The District has also recognized deferred outflows of resources related to the recognition of the net pension liability and net OPEB liability reported in the Statement of Net Position.

In addition to liabilities, the Statement of Net Position reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period(s) and as such, will not be recognized as an inflow of resources (revenue) until that time. The District has recognized a deferred inflow of resources related to the recognition of the net pension liability and net OPEB liability reported in the Statement of Net Position.

Other Postemployment Benefits (OPEB): For purpose of measuring the net OPEB liability, information about the fiduciary net position of River Delta Unified School District's Plan (the "Plan") and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and interest-earning investment contracts that are reported at cost.

Pensions: For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the State Teachers' Retirement Plan (STRP) and Public Employers Retirement Fund B (PERF B) and additions to/deductions from STRP's and PERF B's fiduciary net position have been determined on the same basis as they are reported by STRP and PERF B. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Certain investments are reported at fair value. The following is a summary of pension amounts in aggregate:

	<u>STRP</u>	<u>PERF B</u>	<u>Total</u>
Deferred outflows of resources	\$ 3,911,119	\$ 2,435,909	\$ 6,347,028
Deferred inflows of resources	\$ 1,816,000	\$ 3,000	\$ 1,819,000
Net pension liability	\$ 13,739,000	\$ 8,844,000	\$ 22,583,000
Pension expense	\$ 2,906,371	\$ 1,957,331	\$ 4,863,702

Budgets and Budgetary Accounting: By state law, the Board of Education must adopt a final budget by July 1. A public hearing is conducted to receive comments prior to adoption. The District's Board of Education complied with these requirements.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Receivables: Receivables are made up principally of amounts due from the State of California and categorical programs. The District has determined that no allowance for doubtful accounts was needed as of June 30, 2019.

Stores Inventory: Stores inventory in the Cafeteria Fund consists mainly of consumable supplies held for future use and are valued at average cost. Inventories are recorded as expenditures at the time individual inventory items are transferred from the warehouse to schools. Maintenance and other supplies held for physical plant repair, transportation supplies, and operating supplies are not included in inventories; rather, these amounts are recorded as expenditures when purchased.

Compensated Absences: Compensated absences in the amount of \$198,249 are recorded as a long-term liability of the District. The liability is for the earned but unused benefits. The amount to be provided by future operations represents the total amount that would be required to be provided from the general operating revenues of the District if all the benefits were to be paid.

Accumulated Sick Leave: Accumulated sick leave benefits are not recognized as liabilities of the District. The District's policy is to record sick leave as an operating expenditure in the period taken since such benefits do not vest nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits when the employee retires.

Unearned Revenue: Revenue from federal, state, and local special projects and programs is recognized when qualified expenditures have been incurred. Funds received but not earned are recorded as unearned revenue until earned.

Property Taxes: Secured property taxes are attached as an enforceable lien on property as of March 1. Taxes are due in two installments on or before December 10 and April 10. Unsecured property taxes are due in one installment on or before August 31. The County of Sacramento bills and collects taxes for the District. Tax revenues are recognized by the District when received.

Custodial Relationships: The balance sheet for the Agency Fund represents the assets, liabilities and trust accounts of various student organizations within the District. As the funds are custodial in nature, no measurement of operating results is involved.

Encumbrances: Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated at June 30.

Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Accordingly, actual results may differ from those estimates.

Eliminations and Reclassifications: In the process of aggregating data for the Statement of Net Position and the Statement of Activities, some amounts reported as interfund activity and balances in the funds were eliminated or reclassified. Interfund receivables and payables were eliminated to minimize the "grossing up" effect on assets and liabilities within the governmental activities column.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Position: Net position is displayed in three components:

1. Net Investment in Capital Assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances (excluding unspent bond proceeds) of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
2. Restricted Net Position - Restrictions of the ending net position indicate the portions of net position not appropriate for expenditure or amounts legally segregated for a specific future use. The restriction for legally restricted programs represent the portion of net position restricted to specific program expenditures. The restriction for capital projects represents the portion of net position restricted for capital projects. The restriction for debt service represents the portion of net position available for the retirement of debt. It is the District's policy to use restricted net position first when allowable expenditures are incurred.
3. Unrestricted Net Position – All other net position that do not meet the definitions of "restricted" or "net investment in capital assets".

Fund Balance Classifications: Governmental Accounting Standards Board Codification Sections 1300 and 1800, Fund Balance Reporting and Governmental Fund Type Definitions (GASB Cod. Sec. 1300 and 1800) implements a five-tier fund balance classification hierarchy that depicts the extent to which a government is bound by spending constraints imposed on the use of its resources. The five classifications, discussed in more detail below, are nonspendable, restricted, committed, assigned and unassigned.

A - Nonspendable Fund Balance:

The nonspendable fund balance classification reflects amounts that are not in spendable form, such as revolving fund cash and stores inventory.

B - Restricted Fund Balance:

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation. These are the same restrictions used to determine restricted net position as reported in the government-wide fund statements.

C - Committed Fund Balance:

The committed fund balance classification reflects amounts subject to internal constraints self-imposed by formal action of the Board of Education. The constraints giving rise to committed fund balance must be imposed no later than the end of the reporting period. The actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements. Formal action by the Board of Education is required to remove any commitment from any fund balance. At June 30, 2019, the District had no committed fund balances.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D - Assigned Fund Balance:

The assigned fund balance classification reflects amounts that the District's Board of Education has approved to be used for specific purposes, based on the District's intent related to those specific purposes. While the Board of Education has empowered members of management to suggest individual amounts to be assigned, as of June 30, 2019 no formal designation of assignment authority has occurred and the Board of Education retains ultimate authority for assigning fund balance.

E - Unassigned Fund Balance:

In the General Fund only, the unassigned fund balance classification reflects the residual balance that has not been assigned to other funds and that is not restricted, committed, or assigned to specific purposes.

In any fund other than the General Fund, a positive unassigned fund balance is never reported because amounts in any other fund are assumed to have been assigned, at least, to the purpose of that fund. However, deficits in any fund, including the General Fund that cannot be eliminated by reducing or eliminating amounts assigned to other purposes are reported as negative unassigned fund balance.

Fund Balance Policy: The District has an expenditure policy relating to fund balances. For purposes of fund balance classifications, expenditures are to be spent from restricted fund balances first, followed in order by committed fund balances (if any), assigned fund balances and lastly unassigned fund balances.

While GASB Cod. Sec. 1300 and 1800 do not require Districts to establish a minimum fund balance policy or a stabilization arrangement, GASB Cod. Sec. 1300 and 1800 do require the disclosure of a minimum fund balance policy and stabilization arrangements, if they have been adopted by the Board of Education. At June 30, 2019, the District has not established a minimum fund balance policy nor has it established a stabilization arrangement.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 2 - CASH AND INVESTMENTS

Cash and investments at June 30, 2019 consisted of the following:

	<u>Governmental Activities</u>	<u>Fiduciary Activities</u>
Pooled Funds:		
Cash in County Treasury	\$ 11,253,918	\$ -
Deposits:		
Cash on hand and in banks	6,890	157,570
Revolving cash fund	15,000	-
	\$ 11,275,808	\$ 157,570

Pooled Funds: In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the Sacramento County Treasury. The District is considered an involuntary participant in an external investment pool. The fair value of the District's investment pool is reported in the financial statements at amounts based upon the District's pro-rata share of fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Deposits - Custodial Credit Risk: The District limits custodial credit risk by ensuring uninsured balances are collateralized by the respective financial institution. Cash balances held in banks are insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC) and are collateralized by the respective financial institution. At June 30, 2019, the carrying amount of the District's accounts was \$179,460 and the bank balance was \$202,539, all of which was insured.

Interest Rate Risk: The District does not have a formal investment policy that limits cash and investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At June 30, 2019, the District had no significant interest rate risk related to cash and investments held.

Credit Risk: The District does not have a formal investment policy that limits its investment choices other than the limitations of state law.

Concentration of Credit Risk: The District does not place limits on the amount it may invest in any one issuer. At June 30, 2019, the District had no concentration of credit risk.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 3 - INTERFUND TRANSACTIONS

Interfund Activity: Transactions between funds of the District are recorded as interfund transfers. The unpaid balances at year end, as a result of such transactions, are shown as due to and due from other funds.

Interfund Receivables/Payables: Individual fund interfund receivable and payable balances at June 30, 2019 were as follows:

<u>Fund</u>	<u>Interfund Receivables</u>	<u>Interfund Payables</u>
Major Fund:		
General	\$ 124,129	\$ 143,901
Capital Facilities	128,857	-
Non-Major Funds:		
Adult Education	-	3,235
Building Fund	4,842	4,842
Child Development	-	10,894
Cafeteria	<u>15,044</u>	<u>110,000</u>
	<u>\$ 272,872</u>	<u>\$ 272,872</u>

Transfers: Transfers consist of operating transfers from funds receiving revenue to funds through which the resources are to be expended.

Transfers for the 2018-2019 fiscal year were as follows:

Transfer from the Capital Facilities Fund to the General Fund to cover Shea Homes Payment.	\$ 128,857
Transfer from the General Fund to the Child Development Fund for indirect cost support.	10,894
Transfer from the Cafeteria Fund to the General Fund to provide for the write-off of bad debt.	15,044
Transfer from the Adult Education Fund to the General Fund for indirect cost support.	<u>3,234</u>
	<u>\$ 158,029</u>

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 4 - CAPITAL ASSETS

A schedule of changes in capital assets for the year ended June 30, 2019 is shown below:

	Balance July 1, <u>2018</u>	<u>Additions</u>	<u>Deductions</u>	Balance June 30, <u>2019</u>
Non-depreciable:				
Land	\$ 447,832	\$ -	\$ -	\$ 447,832
Work-in-process	79,370	625	(79,370)	625
Depreciable:				
Buildings	58,073,290	783,484	-	58,856,774
Improvement of sites	7,307,984	176,925	-	7,484,909
Equipment	<u>3,430,106</u>	<u>421,537</u>	<u>-</u>	<u>3,851,643</u>
Totals, at cost	<u>69,338,582</u>	<u>1,382,571</u>	<u>(79,370)</u>	<u>70,641,783</u>
Less accumulated depreciation:				
Buildings	(33,460,052)	(1,911,395)	-	(35,371,447)
Improvement of sites	(4,263,149)	(347,343)	-	(4,610,492)
Equipment	<u>(2,557,728)</u>	<u>(161,607)</u>	<u>-</u>	<u>(2,719,335)</u>
Total accumulated depreciation	<u>(40,280,929)</u>	<u>(2,420,345)</u>	<u>-</u>	<u>(42,701,274)</u>
Capital assets, net	<u>\$ 29,057,653</u>	<u>\$ (1,037,774)</u>	<u>\$ (79,370)</u>	<u>\$ 27,940,509</u>

Depreciation expense was charged to governmental activities as follows:

Instruction	\$ 1,700,937
School site administration	564,519
Home-to-school transportation	85,503
Food services	7,077
General administration	44,836
Centralized data processing	420
Plant services	<u>17,053</u>
Total depreciation expense	<u>\$ 2,420,345</u>

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 5 - LONG-TERM LIABILITIES

General Obligation Bonds: On March 17, 2005, the District issued Series 2005 General Obligation Bonds in the amounts of \$8,249,979 and \$3,999,987 to improve or construct school facilities. The Current Interest Serial Bonds accrue interest up to a maximum of 4.5% and 4.375%, respectively, per annum from the date of issuance and are both payable on February 1 and August 1 of each year through August 1, 2029. The Capital Appreciation Serial Bonds accrue interest from the date of issuance and compound semiannually on February 1 and August 1 of each year through August 1, 2029.

On December 5, 2006 the District issued Series 2006 Current Interest and Capital Appreciation General Obligation Bonds in the amount of \$5,749,994 and \$1,699,994, respectively, to improve or construct school facilities. The Bonds accrue interest up to a maximum of 5.0% and 4.0%, respectively, per annum from the date of issuance and are both payable on February 1 and August 1 of each year through August 2031.

On May 15, 2008, the District issued Series 2008 General Obligation Bonds in the amount of \$3,300,015 to upgrade, renovate, furnish, and equip the school facilities. The Capital Appreciation Serial Bonds have an interest rate of 5.806% with principal payments beginning on August 1, 2032 and continuing through April 1, 2048.

On November 4, 2014, the District issued Series 2014 General Obligation Refunding Bonds in the amount of \$5,550,800 to refund the Election of the 2004, Series 2005 bonds. The Series 2014 Bonds have an interest rate of 5.806% with payments beginning on November 4, 2014 and continuing through August 1, 2025.

On February 25, 2015, the District issued Series 2015 General Obligation Refunding Bonds in the amount of \$3,510,000 to refund the Election of the 2004, Series 2006 bonds. The Series 2015 Bonds have an interest rate of 5.806% and mature through August 1, 2024.

The following is a summary of Bond activity for the year ended June 30, 2019:

	Balance July 1, <u>2018</u>	<u>Additions</u>	<u>Deductions</u>	Balance June 30, <u>2019</u>
Series 2005 Bonds	\$ 949,965	\$ -	\$ -	\$ 949,965
Series 2006 Bonds	2,114,994	-	690,000	1,424,994
Series 2008 Bonds	3,300,015	-	-	3,300,015
Series 2014 Bonds	4,327,397	-	473,840	3,853,557
Series 2015 Bonds	<u>2,940,719</u>	<u>-</u>	<u>332,348</u>	<u>2,608,371</u>
 Total	 <u>\$ 13,633,090</u>	 <u>\$ -</u>	 <u>\$ 1,496,188</u>	 <u>\$ 12,136,902</u>

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 5 - LONG-TERM LIABILITIES (Continued)

The following is a schedule of future payments on the General Obligation Bonds.

Year Ending June 30,	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 1,598,944	\$ 183,073	\$ 1,782,017
2021	974,307	149,710	1,124,017
2022	973,023	127,010	1,100,033
2023	1,044,566	101,118	1,145,684
2024	1,118,938	70,811	1,189,749
2025-2029	2,490,275	4,754,062	7,244,337
2030-2034	1,046,040	3,492,343	4,538,383
2035-2039	959,869	3,952,839	4,912,708
2040-2044	1,001,721	4,992,532	5,994,253
2045-2048	<u>929,219</u>	<u>5,648,887</u>	<u>6,578,106</u>
	<u>\$ 12,136,902</u>	<u>\$ 23,472,385</u>	<u>\$ 35,609,287</u>

Capitalized Lease Obligations: The District leases buildings, vehicles and equipment under various capitalized lease agreements, with original cost of \$2,677,746 and accumulated depreciation at June 30, 2018 totaling \$1,459,026.

At June 30, 2019, the District's capitalized lease obligations were as follows:

Year Ending June 30,	<u>Payments</u>
2020	\$ 201,075
2021	201,075
2022	201,075
2023	201,075
2024	<u>402,150</u>
	1,206,450
Less amount representing interest	<u>(202,823)</u>
	<u>\$ 1,003,627</u>

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 5 - LONG-TERM LIABILITIES (Continued)

Schedule of Changes in Long-Term Liabilities: A schedule of changes in long-term liabilities for the fiscal year ended June 30, 2019 is shown below:

	Balance, July 1, 2018	Additions	Deductions	Balance June 30, 2019	Amounts Due Within One Year
General Obligation Bonds	\$ 13,633,090	\$ -	\$ 1,496,188	\$ 12,136,902	\$ 1,598,944
Accreted interest	4,236,447	558,035	-	4,794,482	593,670
Unamortized premiums	424,267	-	39,292	384,975	39,292
Capitalized lease obligations	1,141,609	-	137,982	1,003,627	145,608
Other postemployment benefits (Note 9)	5,858,840	395,771	240,742	6,013,869	-
Net pension liability (Notes 7 and 8)	21,090,000	1,493,000	-	22,583,000	-
Compensated absences	196,561	1,688	-	198,249	198,249
Totals	<u>\$ 46,580,814</u>	<u>\$ 2,448,494</u>	<u>\$ 1,914,204</u>	<u>\$ 47,115,104</u>	<u>\$ 2,575,763</u>

Payments on the General Obligation Bonds are made from the Bond Interest and Redemption Fund. Payments on the capitalized lease obligations are made from the Capital Facilities Fund. Payments for other postemployment benefits and compensated absences are made from the fund for which the related employee worked.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 6 - FUND BALANCES

Fund balances, by category, at June 30, 2019 consisted of the following:

	General Fund	Capital Facilities Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total
<u>Nonspendable:</u>					
Revolving cash	\$ 15,000	-	-	-	\$ 15,000
Stores inventory	-	-	-	12,234	12,234
Subtotal nonspendable	15,000	-	-	12,234	27,234
<u>Restricted:</u>					
Legally restricted programs	955,689	1,324,219	-	390,134	2,670,042
Capital projects	-	-	-	3,309	3,309
Debt service	-	-	2,569,190	-	2,569,190
Subtotal restricted	955,689	1,324,219	2,569,190	393,443	5,242,541
<u>Assigned:</u>					
RDUTA unsettled ongoing	1,196,200	-	-	-	1,196,200
Facilities upgrades	50,000	-	-	-	50,000
Instruction	300,000	-	-	-	300,000
Minimum Wage Adjustment	200,000	-	-	-	200,000
Other assignments	1,910,833	-	-	-	1,910,833
Subtotal assigned	3,657,033	-	-	-	3,657,033
<u>Unassigned:</u>					
Designated for economic uncertainty	1,227,019	-	-	-	1,227,019
Unassigned	855,948	-	-	-	855,948
Subtotal unassigned	2,082,967	-	-	-	2,082,967
Total fund balances	\$ 6,710,689	\$ 1,324,219	\$ 2,569,190	\$ 405,677	\$ 11,009,775

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 7 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN

General Information about the State Teachers' Retirement Plan

Plan Description: Teaching-certified employees of the District are provided with pensions through the State Teachers' Retirement Plan (STRP) – a cost-sharing multiple-employer defined benefit pension plan administered by the California State Teachers' Retirement System (CalSTRS). The Teachers' Retirement Law (California Education Code Section 22000 et seq.), as enacted and amended by the California Legislature, established this plan and CalSTRS as the administrator. The benefit terms of the plans may be amended through legislation. CalSTRS issues a publicly available financial report that can be obtained at <http://www.calstrs.com/comprehensive-annual-financial-report>.

Benefits Provided: The STRP Defined Benefit Program has two benefit formulas:

- CalSTRS 2% at 60: Members first hired on or before December 31, 2012, to perform service that could be creditable to CalSTRS.
- CalSTRS 2% at 62: Members first hired on or after January 1, 2013, to perform service that could be creditable to CalSTRS.

The Defined Benefit (DB) Program provides retirement benefits based on members' final compensation, age and years of service credit. In addition, the retirement program provides benefits to members upon disability and to survivors/beneficiaries upon the death of eligible members. There are several differences between the two benefit formulas which are noted below.

CalSTRS 2% at 60

CalSTRS 2% at 60 members are eligible for normal retirement at age 60, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. Early retirement options are available at age 55 with five years of credited service or as early as age 50 with 30 years of credited service. The age factor for retirements after age 60 increases with each quarter year of age to 2.4 percent at age 63 or older. Members who have 30 years or more of credited service receive an additional increase of up to 0.2 percent to the age factor, known as the career factor. The maximum benefit with the career factor is 2.4 percent of final compensation.

CalSTRS calculates retirement benefits based on a one-year final compensation for members who retired on or after January 1, 2001, with 25 or more years of credited service, or for classroom teachers with less than 25 years of credited service if the employer elected to pay the additional benefit cost prior to January 1, 2014. One-year final compensation means a member's highest average annual compensation earnable for 12 consecutive months calculated by taking the creditable compensation that a member could earn in a school year while employed on a fulltime basis, for a position in which the person worked. For members with less than 25 years of credited service, final compensation is the highest average annual compensation earnable for any three consecutive years of credited service.

CalSTRS 2% at 62

CalSTRS 2% at 62 members are eligible for normal retirement at age 62, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. An early retirement option is available at age 55. The age factor for retirement after age 62 increases with each quarter year of age to 2.4 percent at age 65 or older.

All CalSTRS 2% at 62 members have their final compensation based on their highest average annual compensation earnable for three consecutive years of credited service.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 7 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

Contributions: Required member, employer and state contribution rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. Contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial cost method.

In June 2019, California Senate Bill 90 (SB 90) was signed into law and appropriated approximately \$2.2 billion in fiscal year 2018–19 from the state's General Fund as contributions to CalSTRS on behalf of employers. The bill requires portions of the contribution to supplant the amounts remitted by employers such that the amounts remitted will be 1.03 and 0.70 percentage points less than the statutorily required amounts due for fiscal years 2019–20 and 2020–21, respectively. The remaining portion of the contribution is allocated to reduce the employers' share of the unfunded actuarial obligation of the Defined Benefit Program.

The employer contribution rates set in statute by the CalSTRS Funding Plan were not changed by the passage of SB 90. A summary of statutory contribution rates and other sources of contributions to the Defined Benefit Program are as follows:

Members - Under CalSTRS 2% at 60, the member contribution rate was 10.25 percent of applicable member earnings for fiscal year 2018-19. Under CalSTRS 2% at 62, members contribute 50 percent of the normal cost of their retirement plan, which resulted in a contribution rate of 10.205 percent of applicable member earnings for fiscal year 2018-19.

In general, member contributions cannot increase unless members are provided with some type of "comparable advantage" in exchange for such increases. Under previous law, the Legislature could reduce or eliminate the 2 percent annual increase to retirement benefits. As a result of AB 1469, effective July 1, 2014, the Legislature cannot reduce the 2 percent annual benefit adjustment for members who retire on or after January 1, 2014, and in exchange for this "comparable advantage," the member contribution rates have been increased by an amount that covers a portion of the cost of the 2 percent annual benefit adjustment.

Employers – 16.28 percent of applicable member earnings.

In accordance to AB 1469, employer contributions will increase from 8.25 percent to a total of 19.1 percent of applicable member earnings phased in over seven years starting in 2014. The legislation also gives the board limited authority to adjust employer contribution rates from July 1, 2021 through June 2046 in order to eliminate the remaining unfunded actuarial obligation related to service credited to members prior to July 1, 2014. The board cannot adjust the rate by more than 1 percent in a fiscal year, and the total contribution rate in addition to the 8.25 percent cannot exceed 12 percent.

The CalSTRS employer contribution rate increases effective for fiscal year 2018-19 through fiscal year 2045-46 are summarized in the table below:

<u>Effective Date</u>	<u>Prior Rate</u>	<u>Increase</u>	<u>Total</u>
July 01, 2018	8.25%	8.03%	16.28%
July 01, 2019	8.25%	9.88%	18.13%
July 01, 2020	8.25%	10.85%	19.10%
July 01, 2021 to June 30, 2046	8.25%	*	*
July 01, 2046	8.25%	Increase from prior rate ceases in 2046-47	

* The Teachers' Retirement Board (the "board") cannot adjust the employer rate by more than 1 percent in a fiscal year, and the increase to the contribution rate above the 8.25 percent base contribution rate cannot exceed 12 percent for a maximum of 20.25 percent.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 7 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

The District contributed \$1,362,119 to the plan for the fiscal year ended June 30, 2019.

State - 9.828 percent of the members' creditable earnings from the fiscal year ending in the prior calendar year.

As a result of AB 1469, the additional state appropriation required to fully fund the benefits in effect as of 1990 by 2046 is specific in subdivision (b) of Education Code Section 22955.1. The increased contributions end as of fiscal year 2045-2046.

The state's base contribution to the Defined Benefit Program is calculated based on creditable compensation from two fiscal years prior. The state rate will increase to 5.811 percent on July 1, 2019, to continue paying down the unfunded liabilities associated with the benefits structure that was in place in 1990 prior to certain enhancements in benefits and reductions in contributions. Additionally, the enactment of SB 90 will result in future supplemental contributions to be made by the state to pay down its portion of the unfunded actuarial obligation of the Defined Benefit Program in fiscal years 2019–20 through 2022–23. The CalSTRS state contribution rates effective for fiscal year 2018-19 and beyond are summarized in the table below:

The employer contribution rates set in statute by the CalSTRS Funding Plan were not changed by the passage of SB 90. A summary of statutory contribution rates and other sources of contributions to the Defined Benefit Program are as follows:

<u>Effective Date</u>	<u>Base Rate</u>	<u>AB 1469 Increase For 1990 Benefit Structure</u>	<u>SBMA Funding(1)</u>	<u>Total State Appropriation to DB Program</u>
July 01, 2018	2.017%	5.311%(2)	2.50%	9.828%
July 01, 2019	2.017%	5.811%(2)	2.50%	10.328%(3)
July 01, 2020 to				
June 30, 2046	2.017%	(3)	2.50%	(4)
July 01, 2046				
and thereafter	2.017%	(5)	2.50%	4.517%(5)

- (1) This rate does not include the \$72 million reduction in accordance with Education Code Section 22954.
- (2) In May 2019, the board of CalSTRS exercised its limited authority to increase the state contribution rate by 0.5 percent of the payroll effective July 1, 2019.
- (3) This rate does not include the \$2.2 billion supplemental rate contribution on behalf of employers pursuant to SB90.
- (4) The CalSTRS board has limited authority to adjust state contribution rates annually through June 30, 2046 in order to eliminate the remaining unfunded actuarial obligation associated with the 1990 benefit structure. The board cannot increase the rate by more than 0.50 percent in a fiscal year, and if there is no unfunded actuarial obligation, the contribution rate imposed to pay for the 1990 benefit structure would be reduced to 0 percent. Rates in effect prior to July 1, 2014, are reinstated if necessary to address any remaining 1990 unfunded actuarial obligation from July 1, 2016 and thereafter.
- (5) From July 1, 2046, and thereafter, the rates in effect prior to July 1, 2014, are reinstated, if necessary, to address any remaining 1990 unfunded actuarial obligation.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 7 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

At June 30, 2019, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the District were as follows:

District's proportionate share of the net pension liability	\$	13,739,000
State's proportionate share of the net pension liability associated with the District		<u>7,866,000</u>
Total	\$	<u>21,605,000</u>

The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2017. The District's proportion of the net pension liability was based on the District's share of contributions to the pension plan relative to the contributions of all participating school Districts and the State. At June 30, 2018, the District's proportion was 0.015 percent, which was an increase of 0.001 percent from its proportion measured as of June 30, 2017.

For the year ended June 30, 2019, the District recognized pension expense of \$2,906,371 and revenue of \$1,451,366 for support provided by the State. At June 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$ 43,000	\$ 200,000
Changes of assumptions	2,134,000	-
Net differences between projected and actual earnings on investments	-	529,000
Changes in proportion and differences between District contributions and proportionate share of contributions	372,000	1,087,000
Contributions made subsequent to measurement date	<u>1,362,119</u>	<u>-</u>
Total	<u>\$ 3,911,119</u>	<u>\$ 1,816,000</u>

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 7 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

\$1,362,119 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ended June 30,		
2020	\$	311,400
2021	\$	112,400
2022	\$	(247,600)
2023	\$	154,400
2024	\$	342,400
2025	\$	60,000

Differences between expected and actual experience and changes in assumptions are amortized over a closed period equal to the average remaining service life of plan members, which is 7 years as of the June 30, 2018 measurement date. Deferred outflows and inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period.

Actuarial Methods and Assumptions: The total pension liability for the STRP was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2017, and rolling forward the total pension liability to June 30, 2018. The financial reporting actuarial valuation as of June 30, 2017, used the following actuarial methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2017
Experience Study	July 1, 2010 through June 30, 2015
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.10%
Consumer Price Inflation	2.75%
Wage Growth	3.50%
Post-retirement Benefit Increases	2.00% simple for DB Not applicable for DBS/CBB

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among its members. The projection scale was set equal to 110 percent of the ultimate improvement factor from the Mortality Improvement Scale (MP-2016) table, issued by the Society of Actuaries.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 7 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best estimate ranges were developed using capital market assumptions from CalSTRS general investment consultant as an input to the process. The actuarial investment rate of return assumption was adopted by the CalSTRS board in February 2017 in conjunction with the most recent experience study. For each future valuation, CalSTRS consulting actuary reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of 20-year geometric real rates of return and the assumed asset allocation for each major asset class used as input to develop the actuarial investment rate of return are summarized in the following table:

<u>Asset Class</u>	<u>Assumed Asset Allocation</u>	<u>Long-Term* Expected Real Rate of Return</u>
Global Equity	47%	6.30%
Fixed Income	12	0.30
Real Estate	13	5.20
Private Equity	13	9.30
Absolute Return/Risk Mitigating Strategies	9	2.90
Inflation Sensitive	4	3.80
Cash / Liquidity	2	(1.00)

* 20-year geometric average

Discount Rate: The discount rate used to measure the total pension liability was 7.10 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at statutory contribution rates in accordance with the rate increase per AB 1469. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.10 percent) and assuming that contributions, benefit payments, and administrative expense occur midyear. Based on those assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 7 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.10 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.10 percent) or 1-percentage-point higher (8.10 percent) than the current rate:

	1% Decrease <u>(6.10%)</u>	Current Discount Rate <u>(7.10%)</u>	1% Increase <u>(8.10%)</u>
District's proportionate share of the net pension liability	<u>\$ 20,125,000</u>	<u>\$ 13,739,000</u>	<u>\$ 8,443,000</u>

Pension Plan Fiduciary Net Position: Detailed information about the pension plan's fiduciary net position is available in the separately issued CalSTRS financial report.

NOTE 8 – NET PENSION LIABILITY – PUBLIC EMPLOYER'S RETIREMENT FUND B

General Information about the Public Employer's Retirement Fund B

Plan Description: The schools cost-sharing multiple-employer defined benefit pension plan Public Employer's Retirement Fund B (PERF B) is administered by the California Public Employees' Retirement System (CalPERS). Plan membership consists of non-teaching and non-certified employees of public schools (K-12), community college districts, offices of education, charter and private schools (elective) in the State of California.

The Plan was established to provide retirement, death and disability benefits to non-teaching and noncertified employees in schools. The benefit provisions for Plan employees are established by statute. CalPERS issues a publicly available financial report that can be obtained at:

<https://www.calpers.ca.gov/docs/forms-publications/cafr-2018.pdf>

Benefits Provided: The benefits for the defined benefit plans are based on members' years of service, age, final compensation, and benefit formula. Benefits are provided for disability, death, and survivors of eligible members or beneficiaries. Members become fully vested in their retirement benefits earned to date after five years (10 years for State Second Tier members) of credited service.

Contributions: The benefits for the defined benefit pension plans are funded by contributions from members and employers, and earnings from investments. Member and employer contributions are a percentage of applicable member compensation. Member contribution rates are defined by law and depend on the respective employer's benefit formulas. Employer contribution rates are determined by periodic actuarial valuations or by state statute. Actuarial valuations are based on the benefit formulas and employee groups of each employer. Employer contributions, including lump sum contributions made when agencies first join the PERF B, are credited with a market value adjustment in determining contribution rates.

The required contribution rates of most active plan members are based on a percentage of salary in excess of a base compensation amount ranging from zero dollars to \$863 monthly.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 8 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

Required contribution rates for active plan members and employers as a percentage of payroll for the year ended June 30, 2019 were as follows:

Members - The member contribution rate was 6.50 or 7.50 percent of applicable member earnings for fiscal year 2018-19.

Employers - The employer contribution rate was 18.062 percent of applicable member earnings.

The District contributed \$806,909 to the plan for the fiscal year ended June 30, 2019.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

At June 30, 2019, the District reported a liability of \$8,844,000 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2017. The District's proportion of the net pension liability was based on the District's share of contributions to the pension plan relative to the contributions of all participating school Districts. At June 30, 2018, the District's proportion was 0.033 percent, which was unchanged from its proportion measured as of June 30, 2017.

For the year ended June 30, 2019 the District recognized pension expense of \$1,957,331 and revenue of \$298,320 for support provided by the State. At June 30, 2019 the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$ 580,000	\$ -
Changes of assumptions	883,000	-
Net differences between projected and actual earnings on investments	72,000	-
Changes in proportion and differences between District contributions and proportionate share of contributions	94,000	3,000
Contributions made subsequent to measurement date	<u>806,909</u>	<u>-</u>
Total	<u>\$ 2,435,909</u>	<u>\$ 3,000</u>

\$806,909 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Years Ended June 30,</u>	
2020	\$ 951,083
2021	\$ 710,083
2022	\$ 17,084
2023	\$ (52,250)

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 8 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

Differences between expected and actual experience and changes in assumptions are amortized over a closed period equal to the average remaining service life of plan members, which is 4 years as of the June 30, 2018 measurement date. Deferred outflows and inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period.

Actuarial Methods and Assumptions: The total pension liability for the Plan was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2017, and rolling forward the total pension liability to June 30, 2018. The financial reporting actuarial valuation as of June 30, 2017, used the following actuarial methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2017
Experience Study	June 30, 1997 through June 30, 2015
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.15%
Consumer Price Inflation	2.50%
Wage Growth	Varies by entry age and service
Post-retirement Benefit Increases	2.00% until Purchasing Power Protection Allowance Floor on Purchasing Power applies 2.50% thereafter

The mortality table used was developed based on CalPERS specific data. The table includes 15 years of mortality improvements using Society of Actuaries 90% of Scale MP2016. For more details on this table, please refer to the 2017 experience study report.

All other actuarial assumptions used in the June 30, 2016 valuation were based on the results of an actuarial experience study for the period from 1997 to 2011, including updates to salary increase, mortality and retirement rates. Further details of the Experience Study can be found at CalPERS’ website.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation.

<u>Asset Class</u>	<u>Long -Term* Assumed Asset Allocation</u>	<u>Expected Real Rate of Return Years of 1 - 10 (1)</u>	<u>Expected Real Rate of Return Years of 11+ (2)</u>
Global Equity	50%	4.80%	5.98%
Fixed Income	28	1.00	2.62
Inflation of Assets	-	0.77	1.81
Private Equity	8	6.30	7.23
Real Estate	13	3.75	4.93
Liquidity	1	-	(0.92)

* 10-year geometric average
 (1) An expected inflation rate of 2.00% used for this period
 (2) An expected inflation rate of 2.92% used for this period.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 8 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

Discount Rate: The discount rate used to measure the total pension liability was 7.15 percent. A projection of the expected benefit payments and contributions was performed to determine if assets would run out. The test revealed the assets would not run out. Therefore the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability for the Plan. The results of the crossover testing for the Plan are presented in a detailed report that can be obtained at CalPERS’ website.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected cash flows of the Plan. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the Plan’s asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

Sensitivity of the District’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following presents the District’s proportionate share of the net pension liability calculated using the discount rate of 7.15 percent, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.15 percent) or 1-percentage-point higher (8.15 percent) than the current rate:

	1% Decrease (6.15%)	Current Discount Rate (7.15%)	1% Increase (8.15%)
District’s proportionate share of the net pension liability	\$ <u>12,877,000</u>	\$ <u>8,844,000</u>	\$ <u>5,499,000</u>

Pension Plan Fiduciary Net Position: Detailed information about the pension plan’s fiduciary net position is available in the separately issued CalPERS financial report.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 9 - OTHER POSTEMPLOYMENT BENEFITS (OPEB)

General Information about the Other Postemployment Benefits Plan

Plan Description: In addition to the pension benefits described in Notes 8 and 9, the District provides healthcare benefits to eligible employees who retire from the District, as part of a single-employer defined benefit postemployment health care plan (Plan). The Plan is administered by the District and allows employees who retire after having achieved retirement eligibility requirements to continue receiving medical insurance coverage. The District's Board of Education has the authority to establish or amend the benefit terms offered by the Plan, and also retains the authority to establish the requirements for paying for the Plan's benefits as they come due.

The District participates in the California School Boards Association (CSBA) GASB 45 Solutions Program to pre-fund OPEB liabilities. The CSBA GASB 45 Solutions Program is an agent multiple-employer plan consisting of an aggregation of single-employer plans. Public Agency Retirement Services (PARS) was appointed as administrator for the CSBA GASB 45 Solutions Program, and U.S. Bank was appointed as trustee. The CSBA GASB 45 Solutions Program serves as a qualified irrevocable trust for the accumulation of assets of member districts, to ensure that funds are dedicated to service the needs of employees and retirees. The District's contributions to the irrevocable trust established by the CSBA GASB 45 Solutions Program is included in the Public Agencies Post-Employment Benefits Trust financial statements. Copies of the Public Agencies Post-Employment Benefits Trust independent financial statements may be obtained from the Public Agency Retirement Services – 4350 Von Karman Ave – Newport Beach, CA 92660.

Benefits Provided: Retirees who retire from the District having worked a minimum of ten years and reached age 55, receive healthcare benefits up to the age 65. The District will pay up to \$300 per month for the purchase of health insurance, dental insurance and life insurance by the eligible retiree. Retiree benefits are prorated based on the average number of hours the employee worked over the total number of employed years. As of June 30, 2018, the District paid medical premiums will not exceed \$3,600 per year.

Contributions: California Government Code specifies that the District's contribution requirements for covered employees are established and may be amended by the District's Board of Education. Contributions to the Plan are calculated at 1% of monthly payroll, and are contributed on a quarterly basis. An ad-hoc payment may be contributed annually, at the discretion of the Board of Education.

Employees Covered by Benefit Terms: The following is a table of plan participants at June 30, 2019:

	<u>Number of Participants</u>
Inactive Plan members, covered spouses, or beneficiaries currently receiving benefits	78
Active employees	<u>248</u>
	<u><u>326</u></u>

Contributions to the Plan from the District were \$548,767 for the year ended June 30, 2019. Employees are not required to contribute to the OPEB plan.

OPEB Plan Investments: The discount rate of 6.85% was determined using PARS Balanced Investment Policy asset allocation.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 9 - OTHER POSTEMPLOYMENT BENEFITS (Continued)

Net OPEB Liability

The District's total OPEB liability was measured as of June 30, 2018, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation of February 1, 2017.

Actuarial Assumptions: The total OPEB liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

<u>Valuation Date</u>	February 1, 2017.
<u>Actuarial Method</u>	Entry Age actuarial cost method, level percentage of payroll.
<u>Discount Rate</u>	6.85%. Based on PARS Balanced Investment Policy.
<u>Long-Term Investment Rate of Return</u>	The long-term rate of return on investments was determined to be 6.85%. This was computed as Balanced Investment Policy.
<u>Mortality Rates</u>	Mortality rates are taken from the 2014 CalPERS OPEB Assumptions Model (for classified employees) and from the 2012 valuation of CalSTRS (for certificated employees).
<u>Health Care Increases</u>	Medical insurance premiums are assumed to increase by 5.50% in fiscal 2019 onwards. Future retiree contributions are assumed to remain unchanged after 2018.
<u>Turnover/Retirement Rates</u>	Termination and retirement rates were taken from the most recent experience studies for CalPERS (2014) and CalSTRS (2016).
<u>Inflation Rate</u>	2.26% per year
<u>Salary Increases</u>	3.25% per year
<u>Coverage Elections</u>	100% of eligible employees are assumed to elect coverage upon retirement, and to remain covered under the District plans until age 65.
<u>Medicare Coverage</u>	All current and future participating retirees and spouses will qualify for Medicare coverage and enroll in Parts A and B upon age 65.
<u>Percent Married</u>	30% of plan participants are assumed to be married.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 9 - OTHER POSTEMPLOYMENT BENEFITS (Continued)

Changes in Net OPEB Liability

	Increase (Decrease)		
	Total OPEB Liability (a)	Total Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balance at July 1, 2018	\$ 6,210,118	\$ 351,278	\$ 5,858,840
Changes for the year:			
Service cost	246,742	-	246,742
Interest	434,186	-	434,186
Employer contributions	-	548,767	(548,767)
Differences between expected and actual experience	46,244	-	46,244
Net investment income	-	24,651	(24,651)
Administrative expense	-	(1,275)	1,275
Benefit payments	<u>(240,742)</u>	<u>(240,742)</u>	<u>-</u>
Net change	<u>486,430</u>	<u>331,401</u>	<u>155,029</u>
Balance at June 30, 2019	<u>\$ 6,696,548</u>	<u>\$ 682,679</u>	<u>\$ 6,013,869</u>

Fiduciary Net Position as a % of the Total OPEB Liability, at 2019: 10.19%

There were no changes between the measurement date and the year ended June 30, 2019, which had a significant effect on the District's total OPEB liability.

Sensitivity of the Net OPEB Liability to changes in the Discount Rate: The following presents the Net OPEB Liability of the District, as well as what the District's Net OPEB Liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

	1% Decrease (5.85%)	Current Discount Rate (6.85%)	1% Increase (7.85%)
Net OPEB liability	<u>\$ 7,060,106</u>	<u>\$ 6,013,869</u>	<u>\$ 5,165,363</u>

Sensitivity of the Net OPEB Liability to changes in the Healthcare Cost Trend Rates: The following presents the Net OPEB Liability of the District, as well as what the District's Net OPEB Liability would be if it were calculated using healthcare cost trend rates that are one percentage-point lower or one percentage-point higher than the current healthcare cost trend rates:

	1% Decrease (4.5%)	Healthcare Cost Trend Rates Rate (5.5%)	1% Increase (6.5%)
Net OPEB liability	<u>\$ 5,067,126</u>	<u>\$ 6,013,869</u>	<u>\$ 7,209,928</u>

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2019

NOTE 9 - OTHER POSTEMPLOYMENT BENEFITS (Continued)

OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2019, the District recognized OPEB expense of \$652,134. At June 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$ 42,201	\$ 22,750
Net differences between projected and actual earnings on investments	10,029	-
Benefits paid subsequent to measurement date	<u>162,551</u>	<u>-</u>
Total	<u>\$ 214,781</u>	<u>\$ 22,750</u>

\$162,551 reported as deferred outflows of resources related to benefits paid subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the year ended June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Years Ended <u>June 30,</u>	
2020	\$ 4,332
2021	\$ 4,332
2022	\$ 4,332
2023	\$ 4,332
2024	\$ 1,638
Thereafter	\$ 10,514

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 10 - JOINT POWERS AGREEMENT

River Delta Unified School District participates in a joint venture under a joint powers agreement with Schools Insurance Authority (SIA). The relationship between River Delta Unified School District and the Joint Powers Authority is such that the Joint Powers Authority is not a component unit of the District for financial reporting purposes.

SIA arranges for and provides property, liability, workers' compensation, dental and vision insurance coverage for its members. The JPA's governing board consist of a representative from each member district. The board controls the operations of the JPA, including selection of management and approval of operating budgets, independent of any influence by the member districts beyond their representation on the board. Each member district is obligated to pay an amount commensurate with the level of coverage requested and may be subject to assessments. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. There have been no significant reductions in insurance coverage from the prior year.

The following is a summary of condensed financial information of Schools Insurance Authority for the year ended June 30, 2019:

Total assets	\$ 174,147,032
Deferred outflow of resources	\$ 1,922,631
Total liabilities	\$ 81,108,882
Deferred inflow of resources	\$ 591,817
Total net position	\$ 94,368,964
Total revenue	\$ 67,184,422
Total expenses	\$ 58,748,742
Change in net position	\$ 8,435,680

NOTE 11 - CONTINGENCIES

The District is subject to legal proceedings and claims which arise in the ordinary course of business. In the opinion of management, the amount of ultimate liability with respect to these actions will not materially affect the financial position or results of operations of the District.

Also, the District has received federal and state funds for specific purposes that are subject to review or audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements will not be material.

REQUIRED SUPPLEMENTARY INFORMATION

RIVER DELTA UNIFIED SCHOOL DISTRICT
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended June 30, 2019

	Budget		Actual	Variance Favorable (Unfavorable)
	Original	Final		
Revenues:				
LCFF:				
State apportionment	\$ 8,949,954	\$ 9,182,985	\$ 9,182,985	\$ -
Local sources	<u>9,770,440</u>	<u>9,858,743</u>	<u>9,858,743</u>	<u>-</u>
Total LCFF	<u>18,720,394</u>	<u>19,041,728</u>	<u>19,041,728</u>	<u>-</u>
Federal sources	901,098	901,655	901,655	-
Other state sources	2,591,712	3,393,695	3,393,695	-
Other local sources	<u>1,564,663</u>	<u>1,980,409</u>	<u>1,981,963</u>	<u>1,554</u>
Total revenues	<u>23,777,867</u>	<u>25,317,487</u>	<u>25,319,041</u>	<u>1,554</u>
Expenditures:				
Current:				
Certificated salaries	9,019,277	9,026,898	9,026,898	-
Classified salaries	4,075,266	4,073,809	4,073,809	-
Employee benefits	5,042,326	5,777,748	5,777,748	-
Books and supplies	1,391,557	1,562,657	1,562,657	-
Contract services and operating expenditures	3,636,367	3,528,243	3,528,243	-
Other outgo	30,000	36,642	36,642	-
Capital outlay	<u>47,000</u>	<u>404,603</u>	<u>404,603</u>	<u>-</u>
Total expenditures	<u>23,241,793</u>	<u>24,410,600</u>	<u>24,410,600</u>	<u>-</u>
Excess of revenues under expenditures	<u>536,074</u>	<u>906,887</u>	<u>908,441</u>	<u>1,554</u>
Other financing (uses) sources:				
Transfers in	-	-	14,128	14,128
Transfers out	<u>(277,000)</u>	<u>(143,901)</u>	<u>(143,901)</u>	<u>-</u>
Total other financing (uses) sources	<u>(277,000)</u>	<u>(143,901)</u>	<u>(129,773)</u>	<u>14,128</u>
Net change in fund balance	259,074	762,986	778,668	15,682
Fund balance, July 1, 2018	<u>5,932,021</u>	<u>5,932,021</u>	<u>5,932,021</u>	<u>-</u>
Fund balance, June 30, 2019	<u>\$ 6,191,095</u>	<u>\$ 6,695,007</u>	<u>\$ 6,710,689</u>	<u>\$ 15,682</u>

See note to required supplementary information.

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHEDULE OF CHANGES IN THE DISTRICT'S NET OTHER
POST-EMPLOYMENT BENEFITS (OPEB) LIABILITY
For the Year Ended June 30, 2019

	Last 10 Fiscal Years	
	<u>2018</u>	<u>2019</u>
Total OPEB liability		
Service cost	\$ 246,741	\$ 246,742
Interest	405,465	434,186
Differences between expected and actual experience	(27,572)	46,244
Benefit payments	<u>(171,079)</u>	<u>(240,742)</u>
Net change in total OPEB liability	453,555	486,430
Total OPEB liability, beginning of year	<u>5,756,563</u>	<u>6,210,118</u>
Total OPEB liability, end of year (a)	<u>\$ 6,210,118</u>	<u>\$ 6,696,548</u>
Plan fiduciary net position		
Employer contributions	\$ 224,914	\$ 548,767
Net investment income	17,326	24,651
Administrative expense	(1,384)	(1,275)
Benefits payment	<u>(171,079)</u>	<u>(240,742)</u>
Change in plan fiduciary net position	69,777	331,401
Fiduciary trust net position, beginning of year	<u>281,501</u>	<u>351,278</u>
Fiduciary trust net position, end of year (b)	<u>\$ 351,278</u>	<u>\$ 682,679</u>
Net OPEB liability, ending (a) - (b)	<u>\$ 5,858,840</u>	<u>\$ 6,013,869</u>
Covered employee payroll	\$ 11,333,682	\$ 13,991,170
Plan fiduciary net position as a percentage of the total OPEB liability	5.66%	4.88%
Net OPEB liability as a percentage of covered payroll	52.0%	43.0%

This is a 10 year schedule, however the information in this schedule is not required to be presented retrospectively. The amounts presented for each fiscal year were determined as of the year end that occurred one year prior. All years prior to 2018 are not available.

See note to required supplementary information.

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS - OPEB
For the Year Ended June 30, 2019

Other Postemployment Benefits
Last 10 Fiscal Years

	<u>2018*</u>	<u>2019</u>
Actuarially determined contribution	\$ 652,050	\$ 687,880
Contributions in relation to the actuarially determined contribution	<u>(224,914)</u>	<u>(548,767)</u>
Contribution deficiency (excess)	<u>\$ 427,136</u>	<u>\$ 139,113</u>
Covered employee payroll	\$ 11,333,682	\$ 13,991,170
Contributions as a percentage of covered employee payroll	1.98%	3.92%

*The ADC for the District's fiscal years ended June 30, 2019 and 2018 was determined as part of the February 1, 2017 valuation using a 6.85% discount rate.

This is a 10 year schedule, however the information in this schedule is not required to be presented retrospectively.

See note to required supplementary information.

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY
For the Year Ended June 30, 2019

	State Teachers' Retirement Plan Last 10 Fiscal Years				
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
District's proportion of the net pension liability	0.017%	0.017%	0.022%	0.014%	0.015%
District's proportionate share of the net pension liability	\$ 9,808,000	\$ 11,485,000	\$ 18,182,000	\$ 13,317,000	\$ 13,739,000
State's proportionate share of the net pension liability associated with the District	<u>5,923,000</u>	<u>6,074,000</u>	<u>10,351,000</u>	<u>7,878,000</u>	<u>7,866,000</u>
Total net pension liability	<u>\$ 15,731,000</u>	<u>\$ 17,559,000</u>	<u>\$ 28,533,000</u>	<u>\$ 21,195,000</u>	<u>\$ 21,605,000</u>
District's covered payroll	\$ 7,476,000	\$ 7,918,000	\$ 11,203,000	\$ 7,632,000	\$ 7,957,000
District's proportionate share of the net pension liability as a percentage of its covered payroll	131.19%	145.05%	162.30%	174.49%	172.67%
Plan fiduciary net position as a percentage of the total pension liability	76.52%	74.02%	70.00%	69.46%	70.99%

The amounts presented for each fiscal year were determined as of the yearend that occurred one year prior.

All years prior to 2015 are not available.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 SCHEDULE OF THE DISTRICT'S PROPORTIONATE
 SHARE OF THE NET PENSION LIABILITY
 For the Year Ended June 30, 2019

Public Employer's Retirement Fund B
 Last 10 Fiscal Years

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
District's proportion of the net pension liability	0.034%	0.033%	0.034%	0.033%	0.033%
District's proportionate share of the net pension liability	\$ 3,806,000	\$ 4,863,000	\$ 6,637,000	\$ 7,773,000	\$ 8,844,000
District's covered payroll	\$ 3,519,000	\$ 3,652,000	\$ 4,032,000	\$ 4,151,000	\$ 4,376,000
District's proportionate share of the net pension liability as a percentage of its covered payroll	108.16%	133.16%	164.61%	187.26%	202.10%
Plan fiduciary net position as a percentage of the total pension liability	83.38%	79.43%	73.89%	71.87%	70.85%

The amounts presented for each fiscal year were determined as of the year-end that occurred on year prior.

All years prior to 2015 are not available.

See note to required supplementary information.

RIVER DELTA UNIFIED SCHOOL DISTRICT
 SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS - PENSIONS
 For the Year Ended June 30, 2019

State Teachers' Retirement Plan
 Last 10 Fiscal Years

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Contractually required contribution	\$ 703,134	\$ 1,202,094	\$ 960,073	\$ 1,148,195	\$ 1,362,119
Contributions in relation to the contractually required contribution	<u>(703,134)</u>	<u>(1,202,094)</u>	<u>(960,073)</u>	<u>(1,148,195)</u>	<u>(1,362,119)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 7,918,000	\$ 11,203,000	\$ 7,632,000	\$ 7,957,000	\$ 8,367,000
Contributions as a percentage of covered payroll	8.88%	10.73%	12.58%	14.43%	16.28%

All years prior to 2015 are not available.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
 SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS - PENSIONS
 For the Year Ended June 30, 2019

Public Employer's Retirement Fund B
 Last 10 Fiscal Years

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Contractually required contribution	\$ 429,930	\$ 477,630	\$ 576,600	\$ 679,593	\$ 806,909
Contributions in relation to the contractually required contribution	<u>(429,930)</u>	<u>(477,630)</u>	<u>(576,600)</u>	<u>(679,593)</u>	<u>(806,909)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 3,652,000	\$ 4,032,000	\$ 4,151,000	\$ 4,376,000	\$ 4,467,000
Contributions as a percentage of covered payroll	11.77%	11.85%	13.89%	15.53%	18.06%

All years prior to 2015 are not available.

See note to required supplementary information.

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
 For the Year Ended June 30, 2019

NOTE 1 - PURPOSE OF SCHEDULES

A - Budgetary Comparison Schedule

The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The budgets are revised during the year by the Board of Education to provide for revised priorities. Expenditures cannot legally exceed appropriations by major object code. The originally adopted and final revised budgets for the General Fund are presented as Required Supplementary Information. The basis of budgeting is the same as GAAP.

B - Schedule of Changes in The District's Net Other Postemployment Benefits (OPEB) Liability

The Schedule of Changes in Net OPEB Liability presents multi-year information which illustrates the changes in the net OPEB liability for each year presented.

C - Schedule of the District's Contributions - OPEB

The Schedule of District Contributions - OPEB is presented to illustrate the District's required contributions relating to the District's OPEB plan. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

D - Schedule of the District's Proportionate Share of the Net Pension Liability

The Schedule of the District's Proportionate Share of the Net Pension Liability is presented to illustrate the elements of the District's Net Pension Liability. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

E - Schedule of the District's Contributions - Pensions

The Schedule of District Contributions - Pensions is presented to illustrate the District's required contributions relating to the pensions. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

F - Changes of Benefit Terms

There are no changes in benefit terms reported in the Required Supplementary Information.

G - Changes of Assumptions

The discount rate for Public Employer's Retirement Fund B was 7.50, 7.65, 7.65, 7.15 and 7.15 percent in the June 30, 2013, 2014, 2015, 2016 and 2017 actuarial reports, respectively.

The following are the assumptions for State Teachers' Retirement Plan:

<u>Assumptions</u>	<u>Measurement period</u>			
	As of June 30, <u>2018</u>	As of June 30, <u>2017</u>	As of June 30, <u>2016</u>	As of June 30, <u>2015</u>
Consumer price inflation	2.75%	2.75%	3.00%	3.00%
Investment rate of return	7.10%	7.10%	7.60%	7.60%
Wage growth	3.50%	3.50%	3.75%	3.75%

SUPPLEMENTARY INFORMATION

RIVER DELTA UNIFIED SCHOOL DISTRICT
 COMBINING BALANCE SHEET
 ALL NON-MAJOR FUNDS
 June 30, 2019

	Adult Education Fund	Child Develop- ment Fund	Cafeteria Fund	Building Fund	County School Facilities Fund	Capital Projects Fund	Total
ASSETS							
Cash and investments:							
Cash in County Treasury	\$ 54,595	\$ 24,497	\$ 69,453	\$ 267,329	\$ 3,264	\$ 3,209	\$ 422,347
Cash in banks	-	-	6,644	-	-	-	6,644
Receivables	12,310	324	151,808	7,122	41	100	171,705
Due from other funds	-	-	15,044	4,842	-	-	19,886
Stores inventory	-	-	12,234	-	-	-	12,234
Total assets	<u>\$ 66,905</u>	<u>\$ 24,821</u>	<u>\$ 255,183</u>	<u>\$ 279,293</u>	<u>\$ 3,305</u>	<u>\$ 3,309</u>	<u>\$ 632,816</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 5,349	\$ 7,931	\$ 84,888	\$ -	\$ -	\$ -	\$ 98,168
Due to other funds	3,235	10,894	110,000	4,842	-	-	128,971
Unearned income	-	-	-	-	-	-	-
Total liabilities	<u>8,584</u>	<u>18,825</u>	<u>194,888</u>	<u>4,842</u>	<u>-</u>	<u>-</u>	<u>227,139</u>
Fund balances:							
Nonspendable	-	-	12,234	-	-	-	12,234
Restricted	58,321	5,996	48,061	274,451	3,305	3,309	393,443
Assigned	-	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-	-
Total fund balances	<u>58,321</u>	<u>5,996</u>	<u>60,295</u>	<u>274,451</u>	<u>3,305</u>	<u>3,309</u>	<u>405,677</u>
Total liabilities and fund balances	<u>\$ 66,905</u>	<u>\$ 24,821</u>	<u>\$ 255,183</u>	<u>\$ 279,293</u>	<u>\$ 3,305</u>	<u>\$ 3,309</u>	<u>\$ 632,816</u>

RIVER DELTA UNIFIED SCHOOL DISTRICT
 COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES
 ALL NON-MAJOR FUNDS
 For the Year Ended June 30, 2019

	Adult Education Fund	Child Develop- ment Fund	Cafeteria Fund	Building Fund	County School Facilities Fund	Capital Projects Fund	Total
Revenues:							
Federal sources	\$ -	\$ -	\$ 781,345	\$ -	\$ -	\$ -	\$ 781,345
Other state sources	85,962	243,021	62,693	-	-	-	391,676
Other local sources	<u>24,860</u>	<u>22,237</u>	<u>111,359</u>	<u>48,736</u>	<u>73</u>	<u>617</u>	<u>207,882</u>
Total revenues	<u>110,822</u>	<u>265,258</u>	<u>955,397</u>	<u>48,736</u>	<u>73</u>	<u>617</u>	<u>1,380,903</u>
Expenditures:							
Current:							
Certificated salaries	20,763	15,235	-	-	-	-	35,998
Classified salaries	9,453	152,605	290,346	-	-	-	452,404
Employee benefits	8,682	68,761	150,586	-	-	-	228,029
Books and supplies	5,924	5,743	8,562	-	-	278	20,507
Contract services and operating expenditures	29,169	1,936	556,400	52,434	-	17,278	657,217
Other outgo	<u>750</u>	<u>4,088</u>	<u>-</u>	<u>893,136</u>	<u>-</u>	<u>-</u>	<u>897,974</u>
Capital Outlay	<u>750</u>	<u>4,088</u>	<u>-</u>	<u>893,136</u>	<u>-</u>	<u>-</u>	<u>897,974</u>
Total expenditures	<u>74,741</u>	<u>248,368</u>	<u>1,005,894</u>	<u>945,570</u>	<u>-</u>	<u>17,556</u>	<u>2,292,129</u>
Excess (deficiency) of revenues over (under) expenditures	<u>36,081</u>	<u>16,890</u>	<u>(50,497)</u>	<u>(896,834)</u>	<u>73</u>	<u>(16,939)</u>	<u>(911,226)</u>
Other financing (uses) sources:							
Transfers in	-	-	15,044	-	-	-	15,044
Transfers out	<u>(3,234)</u>	<u>(10,894)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(14,128)</u>
Total other financing (uses) sources	<u>(3,234)</u>	<u>(10,894)</u>	<u>15,044</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>916</u>
Net change in fund balances	32,847	5,996	(35,453)	(896,834)	73	(16,939)	(910,310)
Fund balances, July 1, 2018	<u>25,474</u>	<u>-</u>	<u>95,748</u>	<u>1,171,285</u>	<u>3,232</u>	<u>20,248</u>	<u>1,315,987</u>
Fund balances, June 30, 2019	<u>\$ 58,321</u>	<u>\$ 5,996</u>	<u>\$ 60,295</u>	<u>\$ 274,451</u>	<u>\$ 3,305</u>	<u>\$ 3,309</u>	<u>\$ 405,677</u>

RIVER DELTA UNIFIED SCHOOL DISTRICT
 COMBINING STATEMENT OF CHANGES
 IN ASSETS AND LIABILITIES
 ALL AGENCY FUNDS
 For the Year Ended June 30, 2019

	Balance July 1, <u>2018</u>	<u>Additions</u>	<u>Deductions</u>	Balance June 30, <u>2019</u>
Student Body				
<u>High Schools</u>				
Assets:				
Cash on hand and in banks	\$ <u>104,338</u>	\$ <u>330,481</u>	\$ <u>310,759</u>	\$ <u>124,060</u>
Liabilities:				
Due to student groups	\$ <u>104,338</u>	\$ <u>330,481</u>	\$ <u>310,759</u>	\$ <u>124,060</u>
<u>Middle School</u>				
Assets:				
Cash on hand and in banks	\$ <u>26,458</u>	\$ <u>26,522</u>	\$ <u>28,417</u>	\$ <u>24,563</u>
Liabilities:				
Due to student groups	\$ <u>26,458</u>	\$ <u>26,522</u>	\$ <u>28,417</u>	\$ <u>24,563</u>
<u>Elementary Schools</u>				
Assets:				
Cash on hand and in banks	\$ <u>12,984</u>	\$ <u>13,995</u>	\$ <u>18,032</u>	\$ <u>8,947</u>
Liabilities:				
Due to student groups	\$ <u>12,984</u>	\$ <u>13,995</u>	\$ <u>18,032</u>	\$ <u>8,947</u>
Total Student Body Funds				
Assets:				
Cash on hand and in banks	\$ <u>143,780</u>	\$ <u>370,998</u>	\$ <u>357,208</u>	\$ <u>157,570</u>
Liabilities:				
Due to student groups	\$ <u>143,780</u>	\$ <u>370,998</u>	\$ <u>357,208</u>	\$ <u>157,570</u>

RIVER DELTA UNIFIED SCHOOL DISTRICT
ORGANIZATION
June 30, 2019

River Delta Unified School District was established on July 1, 1967 and is comprised of an area of approximately 500 square miles in Yolo, Sacramento and Solano Counties. There were no changes in the boundaries of the District during the year. The District currently operates five elementary schools (D.H. White Elementary, Isleton Elementary, Walnut Grove Elementary, Bates Elementary, and Delta Elementary Charter Schools), two middle schools (Riverview Middle and Clarksburg Middle Schools), two high schools (Rio Vista High and Delta High Schools), one continuation high school (Mokelumne High School), one adult school (Wind River School), one independent study school (River Delta High/Elementary School) and one community day school (River Delta-Community Day School).

GOVERNING BOARD

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Alicia Fernandez	President	December 2022
Don Olson	Vice President	December 2020
Marilyn Riley	Clerk	December 2020
Rafaela Casillas	Member	December 2022
Dan Mahoney	Member	December 2022
Chris Elliott	Member	December 2020
Jennifer Stone	Member	December 2022

ADMINISTRATION

Don Beno
Superintendent

Elizabeth Keema-Aston
Chief Business Officer

Ken Gaston
Director of Maintenance Operations and Transportation

Kathy Wright
Director of Education Services

Bonnie Kauzlarich
Director, Personnel Services

Jennifer Gaston
Executive Assistant to the Superintendent
and Board of Trustees

RIVER DELTA UNIFIED SCHOOL DISTRICT
 SCHEDULE OF AVERAGE DAILY ATTENDANCE
 For the Year Ended June 30, 2019

	Second Period <u>Report</u>	Revised Second Period <u>Report*</u>	Annual <u>Report</u>
Certificate #	<u>5807E262</u>	<u>A163063D</u>	<u>9E71BCD6</u>
Elementary:			
Transitional Kindergarten through Third	448	450	450
Fourth through Six	379	381	380
Seventh through Eighth	344	346	344
Special Education	<u>3</u>	<u>3</u>	<u>3</u>
Total Elementary	<u>1,174</u>	<u>1,180</u>	<u>1,177</u>
Secondary:			
Ninth through Twelfth	674	678	670
Special Education	<u>2</u>	<u>2</u>	<u>2</u>
Total Secondary	<u>676</u>	<u>680</u>	<u>672</u>
Total ADA	<u><u>1,850</u></u>	<u><u>1,860</u></u>	<u><u>1,849</u></u>

* Audited balances. Reflects revisions made by management subsequent to the submission of the original Second Period Report of Attendance of the District based on an internal review of records.

See accompanying notes to supplementary information.

RIVER DELTA UNIFIED SCHOOL DISTRICT
 SCHEDULE OF INSTRUCTIONAL TIME
 For the Year Ended June 30, 2019

<u>Grade Level</u>	<u>Statutory Minutes Requirement</u>	<u>2018-19 Actual Minutes</u>	<u>Number of Days Traditional Calendar</u>	<u>Status</u>
Kindergarten	36,000	54,169	180	In Compliance
Grade 1	50,400	54,169	180	In Compliance
Grade 2	50,400	55,720	180	In Compliance
Grade 3	50,400	55,720	180	In Compliance
Grade 4	54,000	55,720	180	In Compliance
Grade 5	54,000	55,720	180	In Compliance
Grade 6	54,000	55,720	180	In Compliance
Grade 7	54,000	57,225	180	In Compliance
Grade 8	54,000	57,225	180	In Compliance
Grade 9	65,150 *	65,348	180	In Compliance
Grade 10	65,150 *	65,348	180	In Compliance
Grade 11	65,150 *	65,348	180	In Compliance
Grade 12	65,150 *	65,348	180	In Compliance

* Per a November 17, 1998 letter from the California Department of Education, the District must permanently maintain an increased instructional time for grades 9 through 12 for a total of 65,150 minutes annually, beginning with the 1998-99 school year.

See accompanying notes to supplementary information.

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS
For the Year Ended June 30, 2019

Federal Catalog Number	Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Pass- Through Entity Identifying Number	Federal Expend- itures
<u>U.S. Department of Education - Passed through California</u>			
<u>Department of Education</u>			
	Special Education Cluster:		
84.027	Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Sec 611	13379	\$ 346,840
84.027A	Special Ed: IDEA Preschool Local Entitlement, Part B, Sec 611	13682	13,230
84.173	Special Ed: IDEA Preschool Grants, Part B, Sec 619	13430	9,010
84.027A	Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611	15197	<u>40,475</u>
	Subtotal Special Education Cluster		<u>409,555</u>
84.010	ESEA: Title I Part A, Basic Grants Low-Income and Neglected	14329	368,105
84.365	ESEA: Title II, English Learner Student Program	14346	51,873
84.367	ESEA: Title II, Part A, Supporting Effective Instruction Local Grants	14341	65,073
84.424	ESEA: Title IV, Part A, Student Support and Academic Enrichment Grant Program	15391	<u>7,049</u>
	Total U.S. Department of Education		<u>901,655</u>
<u>U.S. Department of Health and Human Services - Passed through California</u>			
<u>Department of Education</u>			
	Medicaid Cluster:		
93.778	Medi-Cal Billing Option	10013	7,042
<u>U.S. Department of Agriculture - Passed through California</u>			
<u>Department of Education</u>			
	Child Nutrition Cluster:		
10.555	Child Nutrition School Programs	23165	637,280
10.559	Child Nutrition Summer Food Service Program	13004	<u>7,235</u>
	Subtotal Child Nutrition Cluster		<u>644,515</u>
10.558	Child and Adult Care Food Program (CACFP) Claims	13393	<u>145,954</u>
	Total U.S. Department of Agriculture		<u>790,469</u>
	Total Federal Programs		<u>\$ 1,699,166</u>

See accompanying notes to supplementary information.

RIVER DELTA UNIFIED SCHOOL DISTRICT
RECONCILIATION OF UNAUDITED ACTUAL FINANCIAL REPORT
WITH AUDITED FINANCIAL STATEMENTS
For the Year Ended June 30, 2019

There were no adjustments proposed to any funds of the District.

See accompanying notes to supplementary information.

RIVER DELTA UNIFIED SCHOOL DISTRICT
 SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS
 For the Year Ended June 30, 2019
 UNAUDITED

	(Budgeted) 2020	2019	2018	2017
<u>General Fund</u>				
Revenues and other financing sources	\$ 23,903,153	\$ 25,333,169	\$ 22,791,728	\$ 23,235,397
Expenditures	24,449,863	24,410,600	22,373,315	21,569,002
Other uses and transfers out	<u>189,536</u>	<u>143,901</u>	<u>299,123</u>	<u>139,476</u>
Total outgo	<u>24,639,399</u>	<u>24,554,501</u>	<u>22,672,438</u>	<u>21,708,478</u>
Changes in fund balance	<u>\$ (736,246)</u>	<u>\$ 778,668</u>	<u>\$ 119,290</u>	<u>\$ 1,526,919</u>
Ending fund balance	<u>\$ 5,974,443</u>	<u>\$ 6,710,689</u>	<u>\$ 5,932,021</u>	<u>\$ 5,812,731</u>
Available reserves	<u>\$ 2,824,183</u>	<u>\$ 2,082,967</u>	<u>\$ 1,630,977</u>	<u>\$ 2,984,215</u>
Designated for economic uncertainties	<u>\$ 1,231,970</u>	<u>\$ 1,227,019</u>	<u>\$ 679,791</u>	<u>\$ 1,085,268</u>
Undesignated fund balance	<u>\$ 1,592,213</u>	<u>\$ 855,948</u>	<u>\$ 951,186</u>	<u>\$ 1,898,947</u>
Available reserves as percentages of total outgo	<u>11.5%</u>	<u>8.5%</u>	<u>7.2%</u>	<u>13.7%</u>
<u>All Funds</u>				
Total long-term liabilities	<u>\$ 44,539,341</u>	<u>\$ 47,115,104</u>	<u>\$ 46,580,814</u>	<u>\$ 48,333,809</u>
Average daily attendance at P-2	<u>1,856</u>	<u>1,850</u>	<u>1,809</u>	<u>1,825</u>

The General Fund fund balance has increased by \$2,424,877 over the past three years. The fiscal year 2019-2020 budget projects a decrease of \$736,246. For a district this size, the State of California recommends available reserves of at least 3 percent of total general fund expenditures, transfers out and other uses (total outgo). The District met this requirement.

The District has incurred operating surpluses in each of the past three years, and anticipates incurring an operating surplus during the fiscal year 2019-2020.

Total long-term liabilities have decreased by \$1,218,705 over the past two years.

Average daily attendance has increased by 25 over the past two years. An increase of 6 ADA is anticipated during fiscal year 2019-2020.

See accompanying notes to supplementary information.

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHEDULE OF CHARTER SCHOOLS
For the Year Ended June 30, 2019

<u>Charter Schools Chartered by District</u>	Included in District Financial Statements, or <u>Separate Report</u>
0853 - Delta Elementary Charter School	Separate Report

See accompanying notes to supplementary information.

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHEDULE OF FIRST 5 REVENUES AND EXPENDITURES
For the Year Ended June 30, 2019

	Academic and Support <u>Services</u>
Revenues:	
Other local sources	\$ <u>264,180</u>
Expenditures:	
Certificated salaries	25,310
Classified salaries	124,826
Employee benefits	58,860
Books and supplies	34,852
Contract services and operating expenditures	10,780
Indirect costs	<u>11,835</u>
	<u>266,463</u>
Deficiency of revenues under expenditures	<u>\$ (2,283)</u>

See accompanying notes to supplementary information.

RIVER DELTA UNIFIED SCHOOL DISTRICT
 NOTES TO SUPPLEMENTARY INFORMATION
 June 30, 2019

NOTE 1 - PURPOSE OF SCHEDULES

A - Schedule of Average Daily Attendance

Average daily attendance is a measurement of the number of pupils attending classes in the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

B - Schedule of Instructional Time

The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. The District neither met nor exceeded its target funding. This schedule presents information on the amount of instructional time offered by the District and whether the District complied with the provisions of Education Code Sections 46201 through 46206.

C - Schedule of Expenditure of Federal Awards

The Schedule of Expenditure of Federal Awards includes the federal award activity of River Delta Unified School District, and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The District has elected not to use the 10-percent de minimus indirect cost rate allowed under the Uniform Guidance.

The following schedule provides a reconciliation between revenues reported on the Statement of Revenue, Expenditures and Change in Fund Balances and the related expenditures reported on the Schedule of Expenditure of Federal Awards.

<u>Description</u>	<u>CFDA Number</u>	<u>Amount</u>
Total Federal revenues, Statement of Revenues, Expenditures and Change in Fund Balances		\$ 1,683,000
Less:		
Medi-Cal Billing Option revenues in excess of expenditures	93.778	7,042
Add:		
Child Nutrition School Programs funds spent from prior year awards	10.555	<u>9,124</u>
Total Schedule of Expenditure of Federal Awards		<u>\$ 1,699,166</u>

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
NOTES TO SUPPLEMENTARY INFORMATION
June 30, 2019

NOTE 1 - PURPOSE OF SCHEDULES (Continued)

D - Reconciliation of Unaudited Actual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the Unaudited Actual Financial Report to the audited financial statements.

E - Schedule of Financial Trends and Analysis - Unaudited

This schedule provides trend information on the District's financial condition over the past three years and its anticipated condition for the 2019-2020 fiscal year, as required by the State Controller's Office.

F - Schedule of Charter Schools

This schedule provides information for the California Department of Education to monitor financial reporting by Charter Schools.

G - Schedule of First 5 Revenues and Expenditures

This schedule provides information about the First 5 Sacramento County Program.

NOTE 2 - EARLY RETIREMENT INCENTIVE PROGRAM

Education Code Section 14502 requires certain disclosure in the financial statements of districts which adopt Early Retirement Incentive Programs pursuant to Education Code Sections 22714 and 44929. For the fiscal year ended June 30, 2019, the District did not adopt such a program.

INDEPENDENT AUDITOR'S REPORT
 ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

Board of Education
 River Delta Unified School District
 Rio Vista, California

Report on Compliance with State Laws and Regulations

We have audited River Delta Unified School District's compliance with the types of compliance requirements described in the State of California's *2018-19 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* (the "Audit Guide") applicable to the state laws and regulations listed below for the year ended June 30, 2019.

<u>Description</u>	<u>Procedures Performed</u>
Attendance	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Yes
Independent Study	No, see below
Continuation Education	No, see below
Instructional Time	Yes
Instructional Materials	Yes
Ratio of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	No, see below
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
Juvenile Court Schools	No, see below
Middle or Early College High Schools	No, see below
K-3 Grade Span Adjustment	Yes
Transportation Maintenance of Effort	Yes
Apprenticeship: Related and Supplemental Instruction	No, see below
Comprehensive School Safety Plan	Yes
District of Choice	No, see below
Educator Effectiveness	Yes
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program:	
General requirements	Yes
After school	Yes
Before school	No, see below
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study - Course Based	No, see below
Attendance, for charter schools	No, see below
Mode of Instruction, for charter schools	No, see below
Nonclassroom-Based Instruction/Independent Study, for charter schools	No, see below
Determination of Funding for Nonclassroom-Based Instruction, for charter schools	No, see below
Annual Instructional Minutes - Classroom-Based, for charter schools	No, see below
Charter School Facility Grant Program	No, see below

(Continued)

We did not perform testing of Independent Study because the Independent Study ADA was below the materiality level that requires testing.

We did not perform testing of Continuation Education because the Continuation Education ADA was below the materiality level that requires testing.

We did not perform any procedures related to Early Retirement Incentive Program Middle or Early College High Schools, because the District did not offer these programs during the audit year.

We did not perform any procedures related to Juvenile Court Schools because the District is not a County Office of Education.

The District did not report any attendance hours for Apprenticeship: Related and Supplemental Instruction; therefore, we did not perform any procedures related to the program.

The District is not reported as a District of Choice; therefore, we did not perform any procedures related to the program.

The District does not offer a Before School Education and Safety Program; therefore, we did not perform any procedures relating to the Before School Education and Safety Program.

The District did not report any ADA for Independent Study - Course Based; therefore, we did not perform any procedures related to the Independent Study - Course Based program.

We did not perform any procedures related to Attendance for Charter Schools, Mode of Instruction for Charter Schools, Nonclassroom-Based Instruction for Charter Schools, Determination of Funding for Nonclassroom-Based Instruction, Annual Instructional Minutes - Classroom-Based for Charter Schools, and Charter School Facility Grant Program, because the District does not operate any Charter Schools.

Management's Responsibility

Management is responsible for compliance with the requirements of state laws and regulations, as listed above.

Auditor's Responsibility

Our responsibility is to express an opinion on River Delta Unified School District's compliance with state laws and regulations as listed above based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2018-19 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* (Audit Guide). Those standards and the Audit Guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a material effect on River Delta Unified School District's compliance with the state laws and regulations listed above occurred. An audit includes examining, on a test basis, evidence about River Delta Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance with state laws and regulations. However, our audit does not provide a legal determination of River Delta Unified School District's compliance.

Opinion with State Laws and Regulations

In our opinion, River Delta Unified School District complied, in all material respects, with the state laws and regulations referred to above for the year ended June 30, 2019. Further, based on our examination, for items not tested, nothing came to our attention to indicate that River Delta Unified School District had not complied with the state laws and regulations.

(Continued)

Purpose of this Report

The purpose of this report on compliance is solely to describe the scope of our testing of compliance and the results of that testing based on the requirements of the *2018-19 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Sacramento, California
December 13, 2019

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

Board of Education
River Delta Unified School District
Rio Vista, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of River Delta Unified School District as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise River Delta Unified School District's basic financial statements, and have issued our report thereon dated December 13, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered River Delta Unified School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of River Delta Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of River Delta Unified School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

(Continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether River Delta Unified School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Sacramento, California
December 13, 2019

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
WITH THE FIRST 5 SACRAMENTO COUNTY PROGRAM

Board of Education
River Delta Unified School District
Rio Vista, California

Report on Compliance

We have audited River Delta Unified School District's compliance with the types of compliance requirements described in the Program Guidelines for the First 5 Sacramento County Program that could have a direct and material effect on its First 5 Sacramento County Program for the year ended June 30, 2019.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to its First 5 Sacramento County Program.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for River Delta Unified School District's First 5 Sacramento County Program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on First 5 Sacramento County Program occurred. An audit includes examining, on a test basis, evidence about River Delta Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of River Delta Unified School District's compliance with those requirements.

Opinion

In our opinion, River Delta Unified School District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its First 5 Sacramento County Program for the year ended June 30, 2019.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing over compliance and the results of that testing based on the requirements of the First 5 Sacramento County Program. Accordingly, this report is not suitable for any other purpose.



Crowe LLP

Sacramento, California
December 13, 2019

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM AND REPORT
ON INTERNAL CONTROL OVER COMPLIANCE

Board of Education
River Delta Unified School District
Rio Vista, California

Report on Compliance for Each Major Federal Program

We have audited River Delta Unified School District's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of River Delta Unified School District's major federal programs for the year ended June 30, 2019. River Delta Unified School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of audit findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of River Delta Unified School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about River Delta Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of River Delta Unified School District's compliance.

Opinion on Each Major Federal Program

In our opinion, River Delta Unified School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

(Continued)

Report on Internal Control Over Compliance

Management of River Delta Unified School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered River Delta Unified School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of River Delta Unified School District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Sacramento, California
December 13, 2019

FINDINGS AND RECOMMENDATIONS

RIVER DELTA UNIFIED SCHOOL DISTRICT
 SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
 Year Ended June 30, 2019

SECTION I - SUMMARY OF AUDITOR'S RESULTS

FINANCIAL STATEMENTS

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? _____ Yes X No

Significant deficiency(ies) identified not considered to be material weakness(es)? _____ Yes X None reported

Noncompliance material to financial statements noted? _____ Yes X No

FEDERAL AWARDS

Internal control over major programs:

Material weakness(es) identified? _____ Yes X No

Significant deficiency(ies) identified not considered to be material weakness(es)? _____ Yes X None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a)? _____ Yes X No

Identification of major programs tested:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
10.555, 10.559	Child Nutrition Cluster

Dollar threshold used to distinguish between Type A and Type B programs: \$ 750,000

Auditee qualified as low-risk auditee? X Yes _____ No

STATE AWARDS

Type of auditor's report issued on compliance for state programs: Unmodified

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2019

SECTION II - FINANCIAL STATEMENT FINDINGS

No matters were reported.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2019

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters were reported.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2019

SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS

No matters were reported.

**STATUS OF PRIOR YEAR
FINDINGS AND RECOMMENDATIONS**

RIVER DELTA UNIFIED SCHOOL DISTRICT
STATUS OF PRIOR YEAR FINDINGS AND RECOMMENDATIONS
Year Ended June 30, 2019

<u>Finding/Recommendation</u>	<u>Current Status</u>	<u>District Explanation If Not Implemented</u>
No matters were reported.		

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 13

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

SUBJECT:

Accept and approve the Audit Report of Crowe LLP, Independent Auditor, for Fiscal Year 2018-19 Financial Records of the Bond Funds.

BACKGROUND:

Each school district within California must arrange an annual audit of its financial records by an independent certified public accountant. The district has contracted with Crowe LLP to perform the audit for fiscal year ending June 30, 2019.

STATUS:

The District has reviewed the reports and agrees with the procedures performed and conclusions presented by Crowe LLP for Measures U & V, the Bond Funds.

PRESENTER:

Representative from Crowe LLP

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board accepts and approves the Financial Records Audit Report regarding Bond Funds as presented for fiscal year 2018-19.

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
FINANCIAL STATEMENTS
June 30, 2019

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
June 30, 2019

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
River Delta Unified School District
Rio Vista, California

Report on the Financial Statements

We have audited the accompanying financial statements of River Delta Unified School District (the "District") Measure U General Obligation Bonds activity included in the Building Fund of the District ("Measure U Bonds"), as of and for the year ended June 30, 2019, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design the audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

(Continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the River Delta Unified School District's Measure U General Obligation Bonds as of June 30, 2019, and the changes in financial position for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present the financial activity and balances of the Measure U General Obligation Bonds only, and do not purport to, and do not, present fairly the financial position of River Delta Unified School District, as of June 30, 2019 or the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 13, 2019 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters for the Measure U General Obligation Bonds activity. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance for Measure U General Obligation Bonds activity. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering River Delta Unified School District's internal control over financial reporting and compliance for the Measure U General Obligation Bonds activity.

Crowe LLP

Crowe LLP

Sacramento, California
December 13, 2019

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
BALANCE SHEET
June 30, 2019

ASSETS

Accounts receivable	\$ <u>1,991</u>
Total assets	\$ <u><u>1,991</u></u>

LIABILITIES AND FUND BALANCE

Liabilities:	
Accounts payable	\$ <u>1,991</u>
Total liabilities	1,991
Fund balance – restricted (Note 3)	<u>-</u>
Total liabilities and fund balance	\$ <u><u>1,991</u></u>

See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE
For the Year Ended June 30, 2019

Revenues:		
Interest income	\$	1,043
Expenditures:		
Capital outlay		100,011
Contract services and operating expenditures		<u>14,170</u>
Total expenditures		114,181
Deficiency of revenues under expenditures		<u>(113,138)</u>
Change in fund balance		(113,138)
Fund balance, July 1, 2018		<u>113,138</u>
Fund balance, June 30, 2019	\$	<u><u>-</u></u>

See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of River Delta Unified School District (the "District") conform to accounting principles generally accepted in the United States of America as applicable to governments and to general practices within California school districts. The District accounts for its financial transactions in accordance with policies and procedures of the Department of Education's *California School Accounting Manual*. The activities of the Measure U Bonds are recorded along with other activities in the District's Building Fund. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The following is a summary of the more significant accounting policies:

Financial Reporting Entity: The financial statements include the activity and balances of the Measure U General Obligation Bonds only. The activities of the Measure U General Obligation Bonds are recorded along with other activities in the District's Building Fund. These financial statements are not intended to present the financial position and results of operations of River Delta Unified School District as a whole.

Basis of Accounting: Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term liabilities, if any, is recognized when due.

Budgets and Budgetary Accounting: Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all government funds. By State law, the District's Board of Trustees must adopt a final budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's Board of Trustees satisfied these requirements.

The District's Board of Trustees and Superintendent revise the budgets during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

Accounting Estimates: The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Encumbrances: Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 2 – CASH AND INVESTMENTS

Cash and investments at June 30, 2019 consisted of \$1,991 due to the County Treasury investment pool, presented as an accounts payable on the balance sheet at June 30, 2019.

Cash in County Treasury: In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the interest bearing Sacramento County Treasurer's Pooled Investment Fund. The District is considered to be an involuntary participant in an external investment pool. The fair value of the District's investment in the pool is reported in the financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Cash with Fiscal Agent: Cash with Fiscal Agent represents cash balances held by various financial institutions. The cash balances are fully collateralized at June 30, 2019.

Interest Rate Risk: The District does not have a formal investment policy that limits cash and investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At June 30, 2019, the District had no significant interest rate risk related to cash and investments held.

Credit Risk: The District does not have a formal investment policy that limits its investment choices other than the limitations of State law.

Concentration of Credit Risk: The District does not place limits on the amount it may invest in any one issuer. At June 30, 2019, the District had no concentration of credit risk.

NOTE 3 – FUND BALANCE CLASSIFICATION

Governmental Accounting Standards Board Codification Sections 1300 and 1800, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB Cod. Sec. 1300 and 1800) implements a five-tier fund balance classification hierarchy that depicts the extent to which a government is bound by spending constraints imposed on the use of its resources. The five classifications are nonspendable, restricted, committed, assigned and unassigned. The fund balance of the Measure U General Obligation Bonds is restricted, as described below.

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation. If present, any fund balance is restricted for the purposes and project listing as authorized under Measure U. However, at June 30, 2019 there was no remaining fund balance in Measure U.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 4 – PURPOSE OF BOND ISSUANCE

Bond Authorization: By approval of the proposition for Measure U by at least 55% of the registered voters voting on the proposition at an election held on November 2, 2004, River Delta Unified School District was authorized to issue and sell bonds of up to \$14,000,000 in aggregate principal amount.

Purpose Of Bonds: The proceeds of the Bonds may be used:

"To improve the quality of education in Isleton and Rio Vista, shall the School Facilities Improvement District No. 1 of River Delta Unified School District construct, upgrade, and improve classrooms and school facilities, renovate restrooms and plumbing, upgrade electrical systems, improve student access to computers and technology, replace heating and air conditioning systems, make health and safety improvements, and qualify for State grants by issuing \$14,000,000 in bonds, with interest within legal limits, annual audits, a citizens' oversight committee and NO money for administrators' salaries?"

As required by the California Constitution, the proceeds from the sale of bonds will be used only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

Bond Project List: The District's Board of Trustees developed Bond Projects listed below to be undertaken at the following schools for Measure U:

Rio Vista High School – Built in 1939

- Renovate outdated restrooms and plumbing systems to comply with health and safety standards.
- Improve handicapped access to comply with federal standards, including building access, restroom and provide wheelchair access and lifts as needed.
- Replace heating, ventilation and air conditioning systems with modern energy efficient controls and materials.
- Upgrade and modernize classroom interior and support facilities, including the library and cafeteria; replacing outdated windows, white boards, blinds and repainting school facilities as needed.
- Upgrade and renovate electrical systems, including lighting and power supply to improve student access to computers and modern technology.
- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide or purchase other school furniture and equipment, as needed.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.

Riverview School – Built in 1949

- Renovate outdated restrooms and plumbing systems to comply with health and safety standards.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos.
- Upgrade and modernize classrooms and support facilities, including replacing outdated windows, doors, white boards, blinds and repainting school facilities as needed.
- Improve handicapped access to comply with federal standards, including building access, and provide wheelchair lifts and ramps as needed.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 4 – PURPOSE OF BOND ISSUANCE (Continued)

- Provide or purchase other school furniture and equipment, as needed.
- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.

D.H. White Elementary School – Built in 1953; modernized in 1991

- Modify school interiors to create additional space for student support facilities.
- Make central corridor improvements for media center.
- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.
- Provide or purchase other school furniture and equipment, as needed.

NOTE 5 – GENERAL OBLIGATION BOND ISSUANCES

The bonds are general obligations of the District, and Sacramento County and Solano County are obligated to levy ad valorem taxes for the payment of and interest on, the principal of the bonds. The Bond Interest and Redemption Fund is maintained by the County Treasurer and is used to account for both the accumulation of resources from ad valorem tax levies and the payment of interest and redemption of principal of the bonds issued by the District.

Measure U: On March 17, 2005, the District issued Series 2005 Measure U General Obligation Bonds, totaling \$8,249,979. Repayment of the Bonds is made from is made from tax collections received from the county which the District is located. The Current Interest Serial Bonds accrue interest up to a maximum of 4.5% per annum from the date of issuance and are payable on February 1 and August 1 of each year. The Capital Appreciation Bonds do not bear current interest; each Capital Appreciation Bond accretes its value semiannually on February 1 and August 1 of each year over the term to its maturity, from its Denomination Amount on the date of delivery to its stated maturity, with the first scheduled payment on August 1, 2026.

On December 5, 2006 the District issued Series 2006 General Obligation Bonds in the amount of \$5,749,994 to improve or construct school facilities. The Current Interest Serial Bonds accrue interest up to a maximum of 5.0% per annum from the date of issuance and are payable on February 1 and August 1 of each year. The Capital Appreciation Bonds do not bear current interest; each Capital Appreciation Bond accretes its value semiannually on February 1 and August 1 of each year over the term to its maturity, from its Denomination Amount on the date of delivery to its stated maturity, with the first scheduled payment on August 1, 2008.

The financial activity related to the Measure U General Obligation Bonds is recorded in the District's Financial Activity Report for Fund 22. The Financial Activity Reports for District Funds 21, 22 and 23 are combined to comprise Fund 21 (Building Fund) in the District's audited financial statements for the year ended June 30, 2019.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
River Delta Unified School District
Rio Vista, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States the financial statements of River Delta Unified School District (the "District") Measure U General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District, as of and for the year ended June 30, 2019, and related notes to the financial statements and have issued our report thereon dated December 13, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered River Delta Unified School District's internal control over Measure U General Obligation Bond activity financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of River Delta Unified School District's internal control. Accordingly, we do not express an opinion of the effectiveness of River Delta Unified School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over that we consider to be material weaknesses. However, material weakness may exist that have not been identified.

(Continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the River Delta Unified School District Measure U General Obligation Bond activity included in the Building Fund of the District's financial statements is free of material misstatement, we performed tests of the District's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

This purpose of this report is intended solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Sacramento, California
December 13, 2019

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
SCHEDULE OF AUDIT FINDINGS
For the Year Ended June 30, 2019

No matters were reported.

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
For the Year Ended June 30, 2019

No matters were reported.

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT
June 30, 2019

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT
June 30, 2019

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
River Delta Unified School District
Rio Vista, California

We have conducted a performance audit of the River Delta Unified School District (the "District") Measure U General Obligation Bond funds for the year ended June 30, 2019.

We conducted our performance audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 5 of this report which includes determining the compliance with the performance requirements for the Proposition 39 Measure U General Obligation Bonds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for River Delta Unified School District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal controls of River Delta Unified School District to determine the audit procedures that are appropriate for the purpose of providing a conclusion on the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, we do not express any assurance on the internal control.

The results of our procedures indicated that, in all significant respects, River Delta Unified School District expended Measure U General Obligation Bond funds for the year ended June 30, 2019 only for the specific projects developed by the District's Measure U Oversight Committee and Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.



Crowe LLP

Sacramento, California
December 13, 2019

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

LEGISLATIVE HISTORY

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, "for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of the electorate.

Education Code Section 15278 provides additional accountability measures:

1. A requirement that the school district establish and appoint members to an independent citizens' oversight committee.
2. A requirement that the school district expend bond funds only for the purposes described in Section 1(b)(3) of Article XIII A of the California Constitution, and ensuring that no funds are used for any teacher or administrative salaries or other school operating expenses.
3. A requirement to conduct an annual independent performance audit required by Section 1(b)(3)C of Article XIII A of the California Constitution.
4. A requirement to conduct an annual independent financial audit required by Section 1(b)(3)D of Article XIII A of the California Constitution.

RIVER DELTA UNIFIED SCHOOL DISTRICT MEASURE U GENERAL OBLIGATION BONDS

On November 2, 2004, the electorate of River Delta Unified School District School Facilities Improvement District # 1 (SFID #1) approved the \$14 million Measure U General Obligation Bonds, with greater than 55% of the votes in favor. The summarized text of the ballot language was as follows:

"To improve the quality of education in Isleton and Rio Vista, shall the School Facilities Improvement District No. 1 of River Delta Unified School District construct, upgrade, and improve classrooms and school facilities, renovate restrooms and plumbing, upgrade electrical systems, improve student access to computers and technology, replace heating and air conditioning systems, make health and safety improvements, and qualify for State grants by issuing \$14,000,000 in bonds, with interest within legal limits, annual audits, a citizens' oversight committee and NO money for administrators' salaries?"

The District's Board of Trustees developed the following Bond Project List for SFID #1, Measure U:

Rio Vista High School – Built in 1939

- Renovate outdated restrooms and plumbing systems to comply with health and safety standards.
- Improve handicapped access to comply with federal standards, including building access, restroom and provide wheelchair access and lifts as needed.
- Replace heating, ventilation and air conditioning systems with modern energy efficient controls and materials.
- Upgrade and modernize classroom interior and support facilities, including the library and cafeteria; replacing outdated windows, white boards, blinds and repainting school facilities as needed.
- Upgrade and renovate electrical systems, including lighting and power supply to improve student access to computers and modern technology.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

RIVER DELTA UNIFIED SCHOOL DISTRICT MEASURE U GENERAL OBLIGATION BONDS
(Continued)

- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide or purchase other school furniture and equipment, as needed.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.

Isleton Elementary School – Built in 1954

- Renovate outdated restrooms and plumbing systems to comply with health and safety standards.
- Improve handicapped access to comply with federal standards, including building access, restrooms and provide wheelchair access and lifts as needed.
- Replace heating, ventilation and air conditioning systems with modern energy efficient controls and materials.
- Upgrade library, classrooms and multipurpose room, and kitchen and cafeteria.
- Upgrade and modernize classrooms and support facilities, including replacing outdated windows, doors, white boards, blinds and repainting school facilities as needed.
- Upgrade and renovate electrical systems, including lighting and power supply to improve student access to computers and modern technology.
- Provide or purchase other school furniture and equipment, as needed.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos and provide ADA accessible safe street crossings.
- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.

Riverview School – Built in 1949

- Renovate outdated restrooms and plumbing systems to comply with health and safety standards.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos.
- Upgrade and modernize classrooms and support facilities, including replacing outdated windows, doors, white boards, blinds and repainting school facilities as needed.
- Improve handicapped access to comply with federal standards, including building access, and provide wheelchair lifts and ramps as needed.
- Provide or purchase other school furniture and equipment, as needed.
- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

RIVER DELTA UNIFIED SCHOOL DISTRICT MEASURE U GENERAL OBLIGATION BONDS
(Continued)

D.H. White Elementary School – Built in 1953; modernized in 1991

- Modify school interiors to create additional space for student support facilities.
- Make central corridor improvements for media center.
- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.
- Provide or purchase other school furniture and equipment, as needed.

On March 17, 2005, the District issued Series 2005 Measure U General Obligation Bonds in the amount of \$8,249,979 to improve or construct school facilities. The Current Interest Serial Bonds accrue interest up to a maximum of 4.5% per annum from the date of issuance and are payable on February 1 and August 1 of each year. The Capital Appreciation Bonds do not bear current interest; each Capital Appreciation Bond accretes its value semiannually on February 1 and August 1 of each year over the term to its maturity, from its Denomination Amount on the date of delivery to its stated maturity, with the first scheduled payment on August 1, 2026.

On December 5, 2006 the District issued Series 2006 General Obligation Bonds in the amount of \$5,749,994 to improve or construct school facilities. The Current Interest Serial Bonds accrue interest up to a maximum of 5.0% per annum from the date of issuance and are payable on February 1 and August 1 of each year. The Capital Appreciation Bonds do not bear current interest; each Capital Appreciation Bond accretes its value semiannually on February 1 and August 1 of each year over the term to its maturity, from its Denomination Amount on the date of delivery to its stated maturity, with the first scheduled payment on August 1, 2008.

The financial activity related to the Measure U General Obligation Bonds is recorded in the District's Financial Activity Report for Fund 22. The Financial Activity Reports for District Funds 21, 22 and 23 are combined to comprise Fund 21 (Building Fund) in the District's audited financial statements for the year ended June 30, 2019.

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE U GENERAL OBLIGATION BONDS
OBJECTIVES, SCOPE, METHODOLOGY AND CONCLUSION

OBJECTIVES

The objective of our performance audit was to determine that the District expended Measure U General Obligation Bond funds for the year ended June 30, 2019 only for the purposes approved by the voters and only on the specific projects developed by the District's Measure U Oversight Committee and Board of Trustees, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)C of Article XIII A of the California Constitution.

SCOPE

The District provided to us a list of all Measure U General Obligation Bond project expenditures for the year ended June 30, 2019 (the "List"). A total of \$114,181 in expenditures from July 1, 2018 through June 30, 2019 were identified.

METHODOLOGY

We performed the following procedures to the List of Measure U General Obligation Bond project expenditures for the year ended June 30, 2019:

- Verified the mathematical accuracy of the List.
- Reconciled the list to total bond expenditures as reported by the District in the Measure U General Obligation Bonds audited financial statements for the year ended June 30, 2019, presented as the Building Fund.
- Selected a sample of 3 expenditures totaling \$95,414. The sample was selected to provide a representation across specific construction projects, vendors and expenditure amounts. The sample represented 83.56% of the total expenditure value. Verified that the funds were generally expended for the construction, renovation, furnishing, and equipping of school facilities constituting authorized bond projects.

CONCLUSION

The results of our procedures indicated that, in all significant respects, River Delta Unified School District expended Measure U General Obligation Bond funds for the year ended June 30, 2019 only for the specific projects developed by the District's Measure U Oversight Committee and Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
FINANCIAL STATEMENTS
June 30, 2019

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
June 30, 2019

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
River Delta Unified School District
Rio Vista, California

Report on the Financial Statements

We have audited the accompanying financial statements of River Delta Unified School District (the "District") Measure V General Obligation Bonds activity included in the Building Fund of the District ("Measure V Bonds"), as of and for the year ended June 30, 2019, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design the audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

(Continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the River Delta Unified School District's Measure V General Obligation Bonds as of June 30, 2019, and the changes in financial position for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present the financial activity and balances of the Measure V General Obligation Bonds only, and do not purport to, and do not, present fairly the financial position of River Delta Unified School District, as of June 30, 2019 or the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 13, 2019, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Crowe LLP

Crowe LLP

Sacramento, California
December 13, 2019

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
BALANCE SHEET
June 30, 2019

ASSETS

Accounts receivable	\$ <u>3,617</u>
Total assets	\$ <u><u>3,617</u></u>

LIABILITIES AND FUND BALANCE

Liabilities:	
Accounts payable	\$ <u>3,617</u>
Total liabilities	3,617
Fund balance – restricted (Note 3)	<u>-</u>
Total liabilities and fund balance	\$ <u><u>3,617</u></u>

See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE
For the Year Ended June 30, 2019

Expenditures:	
Capital outlay	32,298
Contract services and operating expenditures	<u>14,714</u>
Total expenditures	47,012
Deficiency of revenues under expenditures	<u>(47,012)</u>
Change in fund balance	(47,012)
Fund balance, July 1, 2018	<u>47,012</u>
Fund balance, June 30, 2019	<u>\$ -</u>

See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of River Delta Unified School District (the "District") conform to accounting principles generally accepted in the United States of America as applicable to governments and to general practices within California school districts. The District accounts for its financial transactions in accordance with policies and procedures of the Department of Education's *California School Accounting Manual*. The activities of the Measure V Bonds are recorded along with other activities in the District's Building Fund. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The following is a summary of the more significant accounting policies:

Financial Reporting Entity: The financial statements include the activity and balances of the Measure V General Obligation Bonds, only. The activities of the Measure V General Obligation Bonds are recorded along with other activities in the District's Building Fund. These financial statements are not intended to present the financial position and results of operations of River Delta Unified School District as a whole.

Basis of Accounting: Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term liabilities, if any, is recognized when due.

Budgets and Budgetary Accounting: Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By State law, the District's Board of Trustees must adopt a final budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's Board of Trustees satisfied these requirements.

The District's Board of Trustees and Superintendent revise the budgets during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

Accounting Estimates: The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Encumbrances: Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 2 – CASH

Cash and investments at June 30, 2019 consisted of \$3,617 due to the County Treasury investment pool presented as an accounts payable on the balance sheet at June 30, 2019.

Cash in County Treasury: In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the interest bearing Sacramento County Treasurer's Pooled Investment Fund. The District is considered to be an involuntary participant in an external investment pool. The fair value of the District's investment in the pool is reported in the financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Cash with Fiscal Agent: Cash with Fiscal Agent represents cash balances held by various financial institutions. The cash balances are fully collateralized at June 30, 2019.

Interest Rate Risk: The District does not have a formal investment policy that limits cash and investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At June 30, 2019, the District had no significant interest rate risk related to cash and investments held.

Credit Risk: The District does not have a formal investment policy that limits its investment choices other than the limitations of State law.

Concentration of Credit Risk: The District does not place limits on the amount it may invest in any one issuer. At June 30, 2019, the District had no concentration of credit risk.

NOTE 3 – FUND BALANCE CLASSIFICATION

Governmental Accounting Standards Board Codification Sections 1300 and 1800, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB Cod. Sec. 1300 and 1800) implements a five-tier fund balance classification hierarchy that depicts the extent to which a government is bound by spending constraints imposed on the use of its resources. The five classifications are nonspendable, restricted, committed, assigned and unassigned. The fund balance of the Measure V General Obligation Bonds is restricted, as described below.

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation. If present, any fund balance is restricted for the purposes and project listing as authorized under Measure V. However, at June 30, 2019 there was no remaining fund balance in Measure V.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 4 – PURPOSE OF BOND ISSUANCE

Bond Authorization: By approval of the proposition for Measure V by at least 55% of the registered voters voting on the proposition at an election held on November 2, 2004, River Delta Unified School District was authorized to issue and sell bonds of up to \$9,000,000 in aggregate principal amount.

Purpose Of Bonds: The proceeds of the Bonds may be used:

" To improve the quality of education in Walnut Grove, Courtland and Clarksburg, shall the School Facilities Improvement District No. 2 of River Delta Unified School District construct, upgrade, and improve classrooms and school facilities, renovate restrooms and plumbing, upgrade electrical systems, improve student access to computers and technology, replace heating and air conditioning systems, make health and safety improvements, and qualify for State grants by issuing \$9,000,000 in bonds, with interest within legal limits, annual audits, a citizens' oversight committee and NO money for administrators' salaries?"

As required by the California Constitution, the proceeds from the sale of bonds will be used only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

Bond Project List: The District's Board of Trustees developed Bond Projects listed below to be undertaken at the following schools for Measure V:

Delta High School – Built in 1939

- Renovate outdated restrooms and plumbing systems to comply with health and safety standards.
- Upgrade and renovate electrical systems, including lighting and power supply to improve student access to computers and modern technology.
- Improve handicapped access to comply with federal standards, including building access, restrooms and provide wheelchair access and lifts as needed.
- Replace heating, ventilation and air conditioning systems with modern energy efficient controls and materials.
- Upgrade and modernize classroom interiors and support facilities, including replacing outdated windows, white boards, blinds and repainting school facilities as needed.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos.
- Make health and safety improvements, including parking, paving, utility system, septic tank and sanitary sewer upgrades and school exterior and ground improvements.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.
- Provide or purchase other school furniture and equipment, as needed.

Mokelumne High School – Built in 1949

- Improve handicapped access to comply with federal standards, including building access, restrooms and provide wheelchair access and lifts as needed.
- Upgrade and modernize classroom interiors and support facilities such as replacing outdated windows, doors, white boards, blinds and repainting school facilities as needed.
- Replace heating, ventilation and air conditioning systems with modern energy efficient controls and materials as needed.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 4 – PURPOSE OF BOND ISSUANCE (Continued)

- Provide or purchase other school furniture and equipment, as needed.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos and provide ADA accessible, including walkways.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.

Bates Elementary School – Built in 1951

- Improve handicapped access to comply with federal standards, including building access, and provide wheelchair lifts as needed.
- Upgrade and renovate electrical systems, including power supply to improve student access to computers and modern technology.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos.
- Replace heating, ventilation and air conditioning and window systems with modern efficient controls and materials.
- Renovate outdated restrooms, plumbing systems and drinking fountains to comply with health and safety standards.
- Upgrade and modernize classroom interiors, media center and support facilities, including replacing outdated windows, white boards, blinds and repainting school facilities as needed.
- Provide or purchase other school furniture and equipment, as needed.
- Make general site improvements, including parking, utility system upgrades and school exterior ground improvements.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.

Walnut Grove School – Built in 1935

- Renovate outdated restrooms and plumbing systems to comply with health and safety standards.
- Upgrade and renovate electrical systems, including lighting and power supply to improve student access to computers and modern technology.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos.
- Replace heating, ventilation and air conditioning systems with modern energy efficient controls and materials.
- Improve handicapped access to comply with federal standards, including building access and provide wheelchair lifts as needed.
- Upgrade and modernize classroom interiors, media center and support facilities, including replacing outdated windows, white boards, blinds and repainting school facilities as needed.
- Provide or purchase other school furniture and equipment, as needed.
- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 4 – PURPOSE OF BOND ISSUANCE (Continued)

Clarksburg Elementary School – Built in 1928

- Improve handicapped access to comply with federal standards, including building access, restroom and provide wheelchair access and lifts as needed.
- Upgrade and modernize classroom interiors and support facilities, including replacing outdated windows, white boards, blinds and repainting school facilities as needed.
- Replace heating, ventilation and air conditioning systems with modern energy efficient controls and materials as needed.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide or purchase other school furniture and equipment, as needed.
- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.

NOTE 5 – GENERAL OBLIGATION BOND ISSUANCES

The bonds are general obligations of the District, and Sacramento County and Solano County are obligated to levy ad valorem taxes for the payment of and interest on, the principal of the bonds. The Bond Interest and Redemption Fund is maintained by the County Treasurer and is used to account for both the accumulation of resources from ad valorem tax levies and the payment of interest and redemption of principal of the bonds issued by the District.

Measure V: On March 17, 2005, the District issued Series 2005 Measure V General Obligation Bonds in the amount of \$3,999,987 to improve or construct school facilities. The Current Interest Serial Bonds accrue interest up to a maximum of 4.375% per annum from the date of issuance and are payable on February 1 and August 1 of each year. The Capital Appreciation Bonds do not bear current interest; each Capital Appreciation Bond accretes its value semiannually on February 1 and August 1 of each year over the term to its maturity, from its Denomination Amount on the date of delivery to its stated maturity, with the first scheduled payment on August 1, 2005

On December 5, 2006 the District issued Series 2006 General Obligation Bonds in the amount of \$1,699,994 to improve or construct school facilities. The Current Interest Serial Bonds accrue interest up to a maximum of 4.0% per annum from the date of issuance and are payable on February 1 and August 1 of each year. The Capital Appreciation Bonds do not bear current interest; each Capital Appreciation Bond accretes its value semiannually on February 1 and August 1 of each year over the term to its maturity, from its Denomination Amount on the date of delivery to its stated maturity, with the first scheduled payment on February 1, 2007.

On May 15, 2008, the District issued Series 2008 General Obligation Bonds in the amount of \$3,300,015 to upgrade, renovate, furnish and equip the school facilities. The Capital Appreciation Bonds do not bear current interest; each Capital Appreciation Bond accretes its value semiannually on February 1 and August 1 of each year over the term to its maturity, from its Denomination Amount on the date of delivery to its stated maturity, with the first scheduled payment on August 1, 2032.

The financial activity related to the Measure V General Obligation Bonds is recorded in the District's Financial Activity Report for Fund 23. The Financial Activity Reports for District Funds 21, 22 and 23 are combined to comprise Fund 21 (Building Fund) in the District's audited financial statements for the year ended June 30, 2019.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
River Delta Unified School District
Rio Vista, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States the financial statements of River Delta Unified School District (the "District") Measure V General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District, as of and for the year ended June 30, 2019, and related notes to the financial statements and have issued our report thereon dated December 13, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered River Delta Unified School District's internal control over Measure V General Obligation Bond activity financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of River Delta Unified School District's internal control. Accordingly, we do not express an opinion of the effectiveness of River Delta Unified School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over that we consider to be material weaknesses. However, material weakness may exist that have not been identified.

(Continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the River Delta Unified School District Measure V General Obligation Bond activity included in the Building Fund of the District's financial statements is free of material misstatement, we performed tests of the District's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

This purpose of this report is intended solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Sacramento, California
December 13, 2019

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
SCHEDULE OF AUDIT FINDINGS
For the Year Ended June 30, 2019

No matters were reported.

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
For the Year Ended June 30, 2019

No matters were reported.

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT
June 30, 2019

RIVER DELTA UNIFIED SCHOOL DISTRICT
MEASURE V GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT
June 30, 2019

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
River Delta Unified School District
Rio Vista, California

We have conducted a performance audit of the River Delta Unified School District (the "District") Measure V General Obligation Bond funds for the year ended June 30, 2019.

We conducted our performance audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 6 of this report which includes determining the compliance with the performance requirements for the Proposition 39 Measure V General Obligation Bonds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for River Delta Unified School District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal controls of River Delta Unified School District to determine the audit procedures that are appropriate for the purpose of providing a conclusion on the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, we do not express any assurance on the internal control.

The results of our procedures indicated that, in all significant respects, River Delta Unified School District expended Measure V General Obligation Bond funds for the year ended June 30, 2019 only for the specific projects developed by the District's Measure V Oversight Committee and Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

Crowe LLP
Crowe LLP

Sacramento, California
December 13, 2019

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES IMPROVEMENT DISTRICT #2
MEASURE V GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

LEGISLATIVE HISTORY

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, "for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of the electorate.

Education Code Section 15278 provides additional accountability measures:

1. A requirement that the school district establish and appoint members to an independent citizens' oversight committee.
2. A requirement that the school district expend bond funds only for the purposes described in Section 1(b)(3) of Article XIII A of the California Constitution, and ensuring that no funds are used for any teacher or administrative salaries or other school operating expenses.
3. A requirement to conduct an annual independent performance audit required by Section 1(b)(3)C of Article XIII A of the California Constitution.
4. A requirement to conduct an annual independent financial audit required by Section 1(b)(3)D of Article XIII A of the California Constitution.

RIVER DELTA UNIFIED SCHOOL DISTRICT MEASURE V GENERAL OBLIGATION BONDS

On November 2, 2004, the electorate of River Delta Unified School District School Facilities Improvement District #2 (SFID #2) approved the \$9 million Measure V General Obligation Bonds, with greater than 55% of the votes in favor. The summarized text of the ballot language was as follows:

" To improve the quality of education in Walnut Grove, Courtland and Clarksburg, shall the School Facilities Improvement District No. 2 of River Delta Unified School District construct, upgrade, and improve classrooms and school facilities, renovate restrooms and plumbing, upgrade electrical systems, improve student access to computers and technology, replace heating and air conditioning systems, make health and safety improvements, and qualify for State grants by issuing \$9,000,000 in bonds, with interest within legal limits, annual audits, a citizens' oversight committee and NO money for administrators' salaries?"

The District's Board of Trustees developed the following Bond Project List for SFID #2:

Delta High School – Built in 1939

- Renovate outdated restrooms and plumbing systems to comply with health and safety standards.
- Upgrade and renovate electrical systems, including lighting and power supply to improve student access to computers and modern technology.
- Improve handicapped access to comply with federal standards, including building access, restrooms and provide wheelchair access and lifts as needed.
- Replace heating, ventilation and air conditioning systems with modern energy efficient controls and materials.
- Upgrade and modernize classroom interiors and support facilities, including replacing outdated windows, white boards, blinds and repainting school facilities as needed.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES IMPROVEMENT DISTRICT #2
MEASURE V GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

RIVER DELTA UNIFIED SCHOOL DISTRICT MEASURE V GENERAL OBLIGATION BONDS
(Continued)

- Make health and safety improvements, including parking, paving, utility system, septic tank and sanitary sewer upgrades and school exterior and ground improvements.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.
- Provide or purchase other school furniture and equipment, as needed.

Mokelumne High School – Built in 1949

- Improve handicapped access to comply with federal standards, including building access, restrooms and provide wheelchair access and lifts as needed.
- Upgrade and modernize classroom interiors and support facilities such as replacing outdated windows, doors, white boards, blinds and repainting school facilities as needed.
- Replace heating, ventilation and air conditioning systems with modern energy efficient controls and materials as needed.
- Provide or purchase other school furniture and equipment, as needed.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos and provide ADA accessible, including walkways.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.

Bates Elementary School – Built in 1951

- Improve handicapped access to comply with federal standards, including building access, and provide wheelchair lifts as needed.
- Upgrade and renovate electrical systems, including power supply to improve student access to computers and modern technology.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos.
- Replace heating, ventilation and air conditioning and window systems with modern efficient controls and materials.
- Renovate outdated restrooms, plumbing systems and drinking fountains to comply with health and safety standards.
- Upgrade and modernize classroom interiors, media center and support facilities, including replacing outdated windows, white boards, blinds and repainting school facilities as needed.
- Provide or purchase other school furniture and equipment, as needed.
- Make general site improvements, including parking, utility system upgrades and school exterior ground improvements.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES IMPROVEMENT DISTRICT #2
MEASURE V GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

RIVER DELTA UNIFIED SCHOOL DISTRICT MEASURE V GENERAL OBLIGATION BONDS
(Continued)

Walnut Grove School – Built in 1935

- Renovate outdated restrooms and plumbing systems to comply with health and safety standards.
- Upgrade and renovate electrical systems, including lighting and power supply to improve student access to computers and modern technology.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos.
- Replace heating, ventilation and air conditioning systems with modern energy efficient controls and materials.
- Improve handicapped access to comply with federal standards, including building access and provide wheelchair lifts as needed.
- Upgrade and modernize classroom interiors, media center and support facilities, including replacing outdated windows, white boards, blinds and repainting school facilities as needed.
- Provide or purchase other school furniture and equipment, as needed.
- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.

Clarksburg Elementary School – Built in 1928

- Improve handicapped access to comply with federal standards, including building access, restroom and provide wheelchair access and lifts as needed.
- Upgrade and modernize classroom interiors and support facilities, including replacing outdated windows, white boards, blinds and repainting school facilities as needed.
- Replace heating, ventilation and air conditioning systems with modern energy efficient controls and materials as needed.
- Make health and safety improvements by abating (removing) hazardous materials, including asbestos.
- Upgrade communication and fire systems, including telephone, public address, data wiring and fire alarms.
- Provide or purchase other school furniture and equipment, as needed.
- Make general site improvements, including parking, utility system upgrades and school exterior and ground improvements.
- Provide temporary facilities during construction/modernization, including additional site improvements as needed.

On March 17, 2005, the District issued Series 2005 Measure V General Obligation Bonds in the amount of \$3,999,987 to improve or construct school facilities. The Current Interest Serial Bonds accrue interest up to a maximum of 4.375% per annum from the date of issuance and are payable on February 1 and August 1 of each year. The Capital Appreciation Bonds do not bear current interest; each Capital Appreciation Bond accretes its value semiannually on February 1 and August 1 of each year over the term to its maturity, from its Denomination Amount on the date of delivery to its stated maturity, with the first scheduled payment on August 1, 2005.

(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES IMPROVEMENT DISTRICT #2
MEASURE V GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

RIVER DELTA UNIFIED SCHOOL DISTRICT MEASURE V GENERAL OBLIGATION BONDS
(Continued)

On December 5, 2006 the District issued Series 2006 General Obligation Bonds in the amount of \$1,699,994 to improve or construct school facilities. The Current Interest Serial Bonds accrue interest up to a maximum of 4.0% per annum from the date of issuance and are payable on February 1 and August 1 of each year. The Capital Appreciation Bonds do not bear current interest; each Capital Appreciation Bond accretes its value semiannually on February 1 and August 1 of each year over the term to its maturity, from its Denomination Amount on the date of delivery to its stated maturity, with the first scheduled payment on February 1, 2007.

On May 15, 2008, the District issued Series 2008 General Obligation Bonds in the amount of \$3,300,015 to upgrade, renovate, furnish and equip the school facilities. The Capital Appreciation Bonds do not bear current interest; each Capital Appreciation Bond accretes its value semiannually on February 1 and August 1 of each year over the term to its maturity, from its Denomination Amount on the date of delivery to its stated maturity, with the first scheduled payment on August 1, 2032.

The financial activity related to the Measure V General Obligation Bonds is recorded in the District's Financial Activity Report for Fund 23. The Financial Activity Reports for District Funds 21, 22 and 23 are combined to comprise Fund 21 (Building Fund) in the District's audited financial statements for the year ended June 30, 2019.

RIVER DELTA UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES IMPROVEMENT DISTRICT #2
MEASURE V GENERAL OBLIGATION BONDS
OBJECTIVES, SCOPE, METHODOLOGY, AND CONCLUSION

OBJECTIVES

The objective of our performance audit was to determine that the District expended Measure V General Obligation Bond funds for the year ended June 30, 2019 only for the purposes approved by the voters and only on the specific projects developed by the District's Measure V Oversight Committee and Board of Trustees, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

SCOPE

The District provided to us a list of all Measure V General Obligation Bond project expenditures for the year ended June 30, 2019 (the "List"). A total of \$47,012 in expenditures from July 1, 2018 through June 30, 2019 were identified.

METHODOLOGY

We performed the following procedures to the List of Measure V General Obligation Bond project expenditures for the year ended June 30, 2019:

- Verified the mathematical accuracy of the List.
- Reconciled the list to total bond expenditures as reported by the District in the Measure V General Obligation Bonds audited financial statements for the year ended June 30, 2019, presented as the Building Fund.
- Selected a sample of 5 expenditures totaling \$34,651. The sample was selected to provide a representation across specific construction projects, vendors and expenditure amounts. The sample represented 73.71% of the total expenditure value. Verified that the funds were generally expended for the construction, renovation, furnishing, and equipping of school facilities constituting authorized bond projects.

CONCLUSION

The results of our procedures indicated that, in all significant respects, River Delta Unified School District expended Measure V General Obligation Bond funds for the year ended June 30, 2019 only for the specific projects developed by the District's Measure V Oversight Committee and Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 14

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

SUBJECT:

Request to adopt Resolution #775 Requesting a Waiver of the Election Requirement from the Board of Education to waive the voter approval requirement, which could reduce the cost and expedite the implementation to meet the November 2020 elections

BACKGROUND:

The Board held a Public Hearing to receive public testimony and input from members of the River Delta communities regarding the District requesting a waiver from the State Board of Education waiving the voter approval requirement.

STATUS:

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board take into consideration the information received from community members regarding the District requesting a waiver from the State Board of Education. If it is the decision of the Board to request this waiver, it is recommended that Resolution 775 is approved.

Time allocated: 3 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 775 AUTHORIZING THE SUPERINTENDENT TO
SEEK A WAIVER FROM THE STATE BOARD OF EDUCATION**

WHEREAS; on December 17, 2019, members of the Governing Board ("Board") of the River Delta Unified School District ("District") adopted Resolution No. 774, declaring its intent to transition from at-large to by-trustee area Board elections;

WHEREAS, Education Code sections 5019 and 5030 authorize the County Committee, upon application of a school district's governing board, to change the method of election in a school district under its jurisdiction, and;

WHEREAS, if the County Committee approves this request to change the method of electing board members, Education Code section 5020 requires the County Committee's resolution of approval to be submitted to the electorate for its approval;

WHEREAS, an election to approve the change in voting methods will result in a cost to the District, and Education Code sections 33050-33053 authorize the State Board of Education to waive this voter approval requirement, which could reduce the cost and expedite the timeline for implementation of the By-Trustee area elections;

WHEREAS, in light of the above, the Board wishes to request that the State Board of Education waive the election requirement set forth in the Education Code;

WHEREAS, on January 14, 2020, the Board held a public hearing on the proposed waiver application to solicit input from the public and District stakeholders;

WHEREAS, the District properly posted a timely notice of the aforementioned public hearing in the newspaper, on the district's website and at various sites within the District;

WHEREAS, the District complied with the notice and consulting requirements set forth in Education Code sections 33050 et seq.

THEREFORE, the Governing Board of the River Delta Unified School District hereby resolves as follows:

1.The Board hereby authorizes the District to seek a full waiver of Education Code section 5020, and partial waivers of Education Code sections 5019, 5021, and 5030 as set forth in Exhibit A, or as otherwise required by the State Board of Education, to effectuate the District's goal of moving to a By-Trustee Area Election System.

2.The District Superintendent/designee are hereby authorized and directed to take any other actions necessary to effectuate the purposes of this resolution.

PASSED AND ADOPTED the 14th day of January 2020, by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS WHEREOF, I, Marilyn Riley, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 775 adopted by the said Board at a Regular Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

ATTEST:

Marilyn Riley, Clerk
Board of Trustees
River Delta Unified School District

December 17, 2019
(Date)

Katherine Wright
Superintendent
River Delta Unified School District

December 17, 2019
(Date)

EXHIBIT A

California Education Code Sections Proposed to be Waived

Request to waive California Education Code Section 5020, and portions of sections 5019, 5021, and 5030, that require a districtwide election. Language proposed to be waived is bracketed and in italics below:

§ 5019. Trustee areas and size of school district governing boards; powers of county committee; proposal and hearing

(a) Except in a school district governed by a board of education provided for in the charter of a city or city and county, in any school district or community college district, the county committee on school district organization may establish trustee areas, rearrange the boundaries of trustee areas, abolish trustee areas, and increase to seven or decrease to five the number of members of the governing board, or adopt one of the alternative methods of electing governing board members specified in Section 5030.

(b) The county committee on school district organization may establish or abolish a common governing board for a high school district and an elementary school district within the boundaries of the high school district. The resolution of the county committee on school district organization approving the establishment or abolition of a common governing board shall be presented to the electors of the school districts as specified in Section 5020.

(e) (1) A proposal to make the changes described in subdivision (a) or (b) may be initiated by the county committee on school district organization or made to the county committee on school district organization either by a petition signed by 5 percent or 50, whichever is less, of the qualified registered voters residing in a district in which there are 2,500 or fewer qualified registered voters, by 3 percent or 100, whichever is less, of the qualified registered voters residing in a district in which there are 2,501 to 10,000 qualified registered voters, by 1 percent or 250, whichever is less, of the qualified registered voters residing in a district in which there are 10,001 to 50,000 qualified registered voters, by 500 or more of the qualified registered voters residing in a district in which there are 50,001 to 100,000 qualified registered voters, by 750 or more of the qualified registered voters residing in a district in which there are 100,001 to 250,000 qualified registered voters, or by 1,000 or more of the qualified registered voters residing in a district in which there are 250,001 or more qualified registered voters or by resolution of the governing board of the district. For this purpose, the necessary signatures for a petition shall be obtained within a period of 180 days before the submission of the petition to the county committee on school district organization and the number of qualified registered voters in the district shall be determined pursuant to the most recent report submitted by the county elections official to the Secretary of State under Section 2187 of the Elections Code.

(2) When a proposal is made pursuant to paragraph (1), the county committee on school district organization shall call and conduct at least one hearing in the district on the matter. At the conclusion of the hearing, the county committee on school district organization shall approve or disapprove the proposal.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 19, 2019

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 15

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

SUBJECT:

Request to adopt Resolution #776 A Proposal to the Sacramento County Committee on School District Organization for the Adoption of Trustee Area Elections.

BACKGROUND:

On December 17, 2019 the Board of Trustees held a Public Hearing to receive public testimony and input from members of the River Delta communities regarding **NOTICE OF INTENT TO INITIATE THE PROCESS TO CHANGE THE ELECTION METHOD FROM "HYBRID AT-LARGE" TO "TRUSTEE-AREA"** election method.

On December 17, 2019, the Board adopted Resolution #774 Initiating the Process of changing the election method of electing the members of its Board of Trustees to a "By Trustee Area" to take effect commencing with the November 2020 Elections.

STATUS:

By adopting this resolution, it will allow the Sacramento County Committee on School District Organization to move forward with the required hearings and other acts necessary so that the "Trustee-Area" elections can be implemented in the elections scheduled in 2020 and 2022.

Education Code Sections 5019 and 5030 authorize the Sacramento County Committee on School Reorganization ("County Committee"), upon application from the school district's Governing Board, to change the method of election in a school district under its jurisdiction.

Education Code Section 5020 requires the County Committee's resolution of approval to be submitted to the electorate for its approval.

Resolution #775 was brought before the Board on January 14, 2020 for adoption. Education Code Sections 33050-33053 authorize the State Board of Education to waive this voter approval requirement, which could reduce the costs associated with the proposed change to "Trustee-Area" elections.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

No cost to the district to pass this resolution

RECOMMENDATION:

That the Board adopt Resolution #776 A proposal to the Sacramento County Committee on School District Organization for the Adoption of "Trustee-Area" Elections as submitted.

Time allocated: 5 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 776 A PROPOSAL TO THE SACRAMENTO COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION FOR THE ADOPTION OF TRUSTEE-AREA ELECTIONS

WHEREAS, the River Delta Joint Unified School District (“District”) currently uses a Hybrid at-large system of electing the members of its Board of Trustees; and

WHEREAS, on December 17, 2019 the Board adopted Resolution No. 774, signaling its intent to transition to a By-Trustee Area elections, where each trustee must reside within the designated trustee area boundaries and is elected only by the registered voters in that designated trustee area;

WHEREAS, on January 14, 2020 the Board adopted Resolution No. 775 Resolution Authorizing the Superintendent or designee to Seek a Waiver from the State Board of Education;

WHEREAS, Education Code sections 5019 and 5030 authorize the Sacramento County Committee on School Reorganization (“County Committee”), upon application from the school district’s governing board, to change the method of election in a school district under its jurisdiction;

WHEREAS, Education Code section 5020 requires the County Committee’s resolution of approval to be submitted to the electorate for its approval;

WHEREAS, Education Code sections 33050-33053 authorize the State Board of Education to waive this voter approval requirement, which could reduce the costs associated with the proposed change to trustee-area elections;

NO THEREFORE BE IT RESOLVED, the Governing Board of the River Delta Unified School District hereby resolves the following:

1. The above recitals are correct and true.
2. The District Superintendent or designee is hereby authorized and directed to send a copy of this Resolution to the County Committee, and to work with the County Committee and the County Election’s Office to conduct all legally required hearings and other acts necessary so that trustee-area elections can be implemented in the election cycles scheduled in 2020 and 2022.

PASSED AND ADOPTED the ____th day of _____, 20____, by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS WHEREOF, I, Marilyn Riley, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 776 adopted by the said Board at a Regular Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

ATTEST:

Marilyn Riley, Clerk
Board of Trustees
River Delta Unified School District

January 14, 2020
(Date)

Katherine Wright
Superintendent
River Delta Unified School District

January 14, 2020
(Date)

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 16

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

SUBJECT:

Request to approve the River Delta Unified School District's Guidelines for Student Disciplinary Actions regarding Cell Phones or other Electronic Devices.

BACKGROUND:

Currently the River Delta Unified School District's Guidelines for Student Disciplinary Actions regarding Cell Phones or other Electronic Devices states:

1st offense Parent May be required to meet with an administrator to pick up the device and detention may be assigned.

2nd offense Parent will be required to meet with an administrator to pick up the device and detention may be assigned.

3rd offense Parent will be required to meet with an administrator to pick up the device, detention may be assigned.

STATUS:

Cell Phones or Other Electronic Devices: Cell phones or any device for texting may only be used before 1st period, at lunch, and after 7th period, regardless of a student's schedule. These items should be turned off and should not to be seen or heard in classrooms at any time. Cameras and video cameras are not allowed at any time for personal use. iPods or any other MP3 players, or music devices, are allowed during lunch, passing periods, before and after school. If they are used without permission, devices will be confiscated by staff and/or administrators. Neither staff nor administration will investigate the loss of these items. Refusing to turn over a cell phone when requested to do so by a staff member will be treated as an act of defiance.

1st offense Student will be required to meet with an administrator to pick up the device and detention may be assigned.

2nd offense Parent will be required to meet with an administrator to pick up the device and detention may be assigned.

3rd offense Parent will be required to meet with an administrator to pick up the device, detention may be assigned.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approved the guidelines for student disciplinary actions regarding cellphones or other electronic devices at submitted.

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: January 14, 2020

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 17

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

SUBJECT:

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

BACKGROUND:

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

These Board Policies, Administrative Regulations and Exhibits were submitted for the first reading for approval at the December 17, 2019 Board meeting.

STATUS:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to October 2019 which need to be approved for first reading.

PRESENTER:

Katherine Wright

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

RECOMMENDATION:

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

Time allocated: 3 minutes

POLICY GUIDE SHEET
October 2019
Page 1 of 3

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

BP/AR 0460 - Local Control and Accountability Plan

(BP/AR revised)

Policy updated to delete the section on "Technical Assistance/Intervention," as that material is now addressed in BP 0520 - Intervention for Underperforming Schools. Paragraph added to generally address actions that may be taken whenever a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the local control and accountability plan (LCAP). Regulation updated to reflect **NEW LAW (AB 1240)** which adds, as a measure of student achievement, the percentage of students who have successfully completed both college entrance courses and career technical education courses.

BP 0520 - Intervention for Underperforming Schools

(BP added)

New policy contains material formerly in BP 0460 - Local Control and Accountability Plan regarding interventions to support the continuous improvement of student performance within the priorities identified in the district's LCAP. Paragraph added to reference interventions that will be provided to schools identified by the California Department of Education (CDE) for comprehensive support and improvement (CSI), targeted support and improvement (TSI), and additional targeted support and improvement (ATSI).

BP 0520.1 - Comprehensive and Targeted Support and Improvement

(BP added)

New policy addresses the state's accountability system, developed in response to federal Title I requirements, to provide interventions to schools identified by CDE for CSI, TSI, or ATSI. Policy includes criteria for the identification of schools, requirements for a school improvement plan, and actions to be taken if implementation of the school plan is unsuccessful after a specified period of years.

BP 1431 - Waivers

(BP revised)

Policy updated to add the requirement, when submitting a general waiver request to the State Board of Education, to include a written summary of any objections to the request by school site councils or advisory committees, as applicable. Policy adds the requirement that a request pertaining to a regional occupational center or program operated by a joint powers agency be submitted as a joint waiver request with other participating districts. Policy reflects guidance in CDE's General Waiver Instructions regarding proper notice for a public hearing on a waiver request proposal.

BP/AR 3515 - Campus Security

(BP/AR revised)

Policy updated to clarify that audio capability of surveillance equipment should be disabled in accordance with state law prohibiting the recording of conversations unless the parties to the conversation may reasonably expect that the communication may be overheard or recorded, and to reflect a National Institute of Justice recommendation that signage state that the district's surveillance system may or may not be actively monitored. Regulation adds section on "Locks" reflecting requirement for state-funded new construction projects, as well as certain modernization projects, to include locks that allow classroom doors to be locked from the inside. Regulation also adds strategies to increase adult presence and supervision on campus and to provide staff training in emergency response.

POLICY GUIDE SHEET
October 2019
Page 2 of 3

BP/AR 4116 - Probationary/Permanent Status

(BP/AR revised)

Policy updated to reflect court decisions clarifying the distinction between probationary employees and temporary employees. Material regarding eligibility for permanent status based on average daily attendance moved from AR to BP, except option for not granting permanent status deleted, as this option was only applicable to districts with less than 250 average daily attendance and the remainder of this policy and regulation is for use only by districts that grant permanent status. Policy also adds material regarding the notification of nonreelection of a probationary employee, formerly in AR 4117.6 - Decision Not to Rehire. Regulation updated to add material regarding the computation of the length of service required for classification as a permanent employee, including types of service excluded from that computation.

AR 4117.6 - Decision Not to Rehire

(AR deleted)

Regulation deleted and concepts moved to BP 4116 - Probationary/Permanent Status.

BP 4119.22/4219.22/4319.22 - Dress and Grooming

(BP revised)

Policy updated to reflect **NEW LAW (SB 188)** which prohibits discrimination against traits historically associated with race, including hair texture and "protective hairstyles" such as braids, locks, and twists.

BP 4216 - Probationary/Permanent Status

(BP revised)

Policy updated to reflect **NEW LAW (AB 1353)** which shortens the length of the probationary period in non-merit system districts from one year to either six months or 130 days of paid service, whichever is longer, for consistency with districts incorporating the merit system. Policy also revised to clarify that employees may be dismissed during the probationary period without cause.

BP/AR 4218 - Dismissal/Suspension/Disciplinary Action

(BP/AR revised)

Policy and regulation updated to reflect procedural rights that must be granted to permanent district employees based on the court decision in *Skelly v. State Personnel Board*, including notification of the materials upon which the proposed action is based and the employee's right to respond to a designated district official ("Skelly officer") who will decide whether the recommended discipline should be imposed.

BP 5131 - Conduct

(BP revised)

Policy updated to reflect **NEW LAW (AB 272)** which authorizes boards to limit or prohibit, except under specified circumstances, student use of smartphones while at school or while under the supervision and control of a district employee. Details regarding student use of mobile communication devices moved to BP 5131.8 - Mobile Communication Devices.

BP 5131.8 - Mobile Communication Devices

(BP added)

New policy reflects **NEW LAW (AB 272)** which authorizes boards to limit or prohibit student use of smartphones while at school or while under the supervision and control of a district employee, except under specified circumstances (i.e., in an emergency, with permission of teacher or administrator, when directed by student's health care provider, when required by student's individualized education program). Policy also addresses reasonable search of students' mobile communication devices, employees' authority to confiscate a device, and discipline for off-campus use of a mobile communication device which poses a threat of danger to the safety of students, staff, or district property or substantially disrupts school activities.

POLICY GUIDE SHEET
October 2019
Page 3 of 3

BP 5132 - Dress and Grooming

(BP revised)

Policy updated to reflect **NEW LAW (SB 188)** which prohibits discrimination against traits historically associated with race, including hair texture and "protective hairstyles" such as braids, locks, and twists.

AR 5141.26 - Tuberculosis Testing

(AR revised)

Regulation updated to reflect guidance from the California Department of Public Health and the Child Health and Disability Prevention office of the California Department of Health Care Services clarifying that the health screening for school entry includes testing for tuberculosis only when required by the local health department. Regulation also reflects law authorizing parents/guardians to submit a signed waiver indicating that they do not want or are unable to obtain the health screening for their child.

BP/AR 5142 - Safety

(BP/AR revised)

Policy updated to add the district's responsibility to provide for the proper supervision of students during before- and after-school programs, morning drop-off at school, and afternoon pick-up and to provide for appropriate student instruction in emergency procedures. Policy adds section reflecting the requirement to print safety hotline numbers on student identification cards for students in grades 7-12, including the National Suicide Prevention Lifeline and, pursuant to **NEW LAW (SB 316)**, the National Domestic Violence Hotline. Regulation updated to add communication of school rules to students, the responsibility of individuals supervising students to remain alert for unauthorized persons, and the requirement for inspection of new playgrounds by a certified safety inspector. Regulation also updates the list of activities with safety risks in accordance with the legal definition of "hazardous recreational activity" and prohibits any such activity unless it is properly supervised, students wear protective gear as appropriate, and participants have insurance coverage. Section on "Laboratory Safety" expanded to include student instruction in safety procedures, proper handling of hazardous materials and bloodborne pathogens, and accessibility of emergency information and first aid supplies.

BP/AR 7140 - Architectural and Engineering Services

(BP/AR revised)

Policy updated to clarify the district's responsibility to select a licensed architect and/or structural engineer as required by law when professional design services are used for construction or modernization of school facilities and to address the need to comply with state safety and design standards. Policy adds the general duties of the architect and/or structural engineer and the circumstances under which design specifications must be submitted to CDE and the Division of the State Architect. Regulation updates the components of the selection process to more directly reflect law and adds the district's authority, if negotiations with the most qualified firm are unsuccessful, to negotiate a contract with the second most qualified firm and then the third most qualified firm. Regulation also includes the option to award a contract to a single entity for both the design and construction of a school facility in excess of \$1 million ("design build" contract).

BB 9323 - Meeting Conduct

(BB revised)

Bylaw updated to clarify circumstances under which the board may exercise flexibility in allocating time for public input to ensure full opportunity for public input and presentation of the diversity of viewpoints.

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0460(a)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Note: Education Code 52060-52077 require the Governing Board to adopt and annually update, on or before July 1, a local control and accountability plan (LCAP). Pursuant to Education Code 52060, ~~as amended by AB 2878 (Ch. 826, Statutes of 2018)~~, the LCAP must include goals and actions aligned with eight state priorities related to (1) the degree to which teachers are appropriately assigned and fully credentialed, students have sufficient access to standards-based instructional materials, and facilities are maintained in good repair; (2) implementation of and student access to state academic content and performance standards; (3) parent/guardian involvement and family engagement; (4) student achievement; (5) student engagement; (6) school climate; (7) student access to and enrollment in a broad course of study, including programs and services provided to benefit low-income students, English learners, and/or foster youth (i.e., "unduplicated students" for purposes of supplemental and concentration grants under the local control funding formula (LCFF)); and (8) student outcomes in the specified course of study. Education Code 52060 provides that, in addition to addressing the state priorities in the LCAP, the district may establish and address local priorities and goals. Examples include priorities for student wellness and other conditions of children, professional development, community involvement, and effective governance and leadership. See the accompanying administrative regulation for further information about the required content of the LCAP.

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0415 - Equity)

Note: Pursuant to Education Code 52064, the State Board of Education (SBE) has adopted a template that districts must use to complete the LCAP. An electronic version of the template is available on the California Department of Education's (CDE) web site.

~~As amended by AB 1840 (Ch. 426, Statutes of 2018), Education Code 52064 requires the SBE, by January 31, 2020, to expand the template to include more specific information about the goals, actions, expenditures, and services for all students and subgroups of students, as well as information about the district, highlights of the LCAP, and annual performance as indicated by the California School Dashboard.~~

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

(cf. 3100 - Budget)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Note: Education Code 52060 requires that the LCAP include annual goals to be achieved for all students and for each numerically significant student subgroup as defined in Education Code 52052. In addition, several state priorities address programs and services for "unduplicated students," as defined in Education Code 42238.01-42238.02.

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Note: Pursuant to Education Code 42238.01, as amended by AB 1962 (Ch. 748, Statutes of 2018), no later than the 2020-21 fiscal year, the definition of "foster youth" for the purpose of identifying unduplicated students will include a dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court in accordance with the tribe's law, provided the child would also meet one of the descriptions in Welfare and Institutions Code 300 describing when a child may be adjudged a dependent child of the juvenile court.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)

(cf. 0440 - District Technology Plan)

(cf. 0450 - Comprehensive Safety Plan)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

(cf. 5030 - Student Wellness)

(cf. 6171 - Title I Programs)

(cf. 7110 - Facilities Master Plan)

Note: Pursuant to Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), districts are required, by July 1, 2019, to develop an LCFF budget overview for parents/guardians with specified information. The budget overview must be developed in conjunction with, and attached as a cover to, the LCAP and annual update to the LCAP. The budget overview is subject to the requirements of Education Code 52062 and 52070 pertaining to the adoption, review, and approval of the LCAP. The Superintendent of Public Instruction (SPI) is required to develop, before December 31, 2018, a template for the budget overview.

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

Note: Education Code 52060 requires consultation on plan development with all of the groups listed below. The Board may delegate responsibility for arranging meetings and other input opportunities to the Superintendent or designee.

5 CCR 15495 defines what it means to consult with students, including unduplicated students and other numerically significant student subgroups, and gives examples of methods that may be used for this consultation. State regulations do not provide examples of consultation with groups other than students, but consultations might include surveys, the establishment of an advisory committee consisting of representatives of all the specified groups, solicitation of feedback from the groups after a draft plan is available, discussion of the LCAP at staff meetings, and communication with parent organizations, student councils, school site councils, or other established committees or organizations. The district may expand the following paragraph to reflect district practice.

The Board shall consult with teachers, principals, administrators, other school personnel,

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 6020 - Parent Involvement)

Public Review and Input

Note: Pursuant to Education Code 52063 and 5 CCR 15495, the Board is required to establish a parent advisory committee and, if district enrollment includes at least 15 percent English learners, an English learner parent advisory committee to review and comment on the LCAP. The district may use existing parent advisory committees for these purposes if the committee composition complies with Education Code 52063 and 5 CCR 15945. However, the district should consider whether such opportunities need to be expanded to achieve significant levels of stakeholder involvement in the planning process as intended by law.

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

Note: Education Code 52062 requires notification to the public of the opportunity to submit written comments on the proposed LCAP, including notification in the primary language of parents/guardians when required by Education Code 48985. Pursuant to Education Code 48985, whenever 15 percent or more of the students in a school speak a single primary language other than English, notifications sent to parents/guardians of such students must be written in the primary language as well as in English; see BP 5145.6 - Parental Notifications.

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

Note: Pursuant to Education Code 305, the LCAP parent/guardian and community engagement process must include solicitation of input on language acquisition programs. See BP/AR 6174 - Education for English Learners for further information regarding the types of language acquisition programs that may be offered.

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

~~Note: Education Code 52062, as amended by AB 1808, requires the district to consult with its special education local plan area administrator(s) to ensure that specific actions for individuals with disabilities are included in the LCAP.~~

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

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

Note: Pursuant to Education Code 42127, the Board must not adopt a district budget until the LCAP is in place for the budget year; see BP 3100 - Budget. The budget must include the expenditures necessary to implement the plan that will be effective during the subsequent fiscal year. If it does not, the County Superintendent of Schools will disapprove the district's budget.

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**Adoption of the Plan**

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Note: Education Code 52070 requires the district to submit the LCAP to the County Superintendent, who may seek written clarification of the contents of the plan and may submit recommendations for amendments as provided below. The County Superintendent is required to approve the LCAP on or before October 8 if it is determined that (1) the LCAP adheres to the template adopted by the SBE and follows any SBE instructions or directions for completing the template; (2) the district budget includes expenditures sufficient to implement the specific actions and strategies in the LCAP; and (3) the LCAP adheres to supplemental and concentration grant expenditure requirements specified in Education Code 42238.07 for unduplicated students. In determining whether the district has fully demonstrated that it will use supplemental and concentration funds to increase or improve services for unduplicated students, 5 CCR 15497 requires the County Superintendent to review any descriptions of districtwide or schoolwide services provided.

Education Code 52064.1, ~~as added by AB 1808~~, requires the district to file the LCFF budget overview for parents/guardians with the County Superintendent to be reviewed for adherence with the template adopted by the SPI. If the budget overview is not approved, the County Superintendent will withhold approval of the LCAP and will provide technical assistance pursuant to Education Code 52071.

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**Monitoring Progress**

Note: The following **optional** paragraph may be revised to reflect the district's timeline for reviewing the progress and effectiveness of strategies included in the LCAP. Reports should be provided to the Board in sufficient time to allow for any necessary changes in the annual update to the LCAP by July 1 of each year, as required by Education Code 52060-52061. The Dashboard provides a tool to assist in evaluation of district and school performance and includes all of the state priorities for the LCAP described in Education Code 52060.

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

Note: Pursuant to Education Code 52071, when a school or a numerically significant student subgroup is not making sufficient progress toward its LCAP goals, the County Superintendent may be required to provide technical assistance or the Board may request technical assistance. In addition, the Superintendent of Public Instruction may intervene in any school which has been identified as in need of intervention based on criteria specified in Education Code 52072. Pursuant to Education Code 52059.5, CDE has established a unified system of support for districts and schools that meets state requirements as well as federal Title I requirements and ensures consistency between technical assistance provided under both sets of requirements. For more information, see BP 0520 - Intervention for Underperforming Schools.

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

(cf. 0520 - Intervention for Underperforming Schools)

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

Technical Assistance/Intervention

~~Note: Pursuant to Education Code 52071, as amended by AB 1808, the Board may, at its discretion, request technical assistance from the County Superintendent as described in items #1-2 below. The County Superintendent may charge a fee not to exceed the cost of the service, if the provision of the service requested would create an unreasonable or untenable cost burden for the County Superintendent.~~

~~At its discretion, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)~~

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

1. Assistance in identifying district strengths and weaknesses in regard to state priorities, which includes the review of performance data on the state and local indicators included in the Dashboard and other relevant local data, and in identifying effective, evidence-based programs or practices that address any areas of weakness.
2. Assistance from an academic, programmatic, or fiscal expert, or team of experts, in identifying and implementing effective programs and practices that are designed to improve performance in any identified areas of weakness. The district may engage other service providers, including, but not limited to, other school districts, county offices of education, or charter schools, to provide such assistance.

Note: Pursuant to Education Code 52071, as amended by AB 1808, the district must be provided technical assistance whenever one or more numerically significant student subgroups meet the criteria for assistance and intervention established pursuant to Education Code 52064.5.

In the event that the County Superintendent requires the district to receive technical assistance based on one or more numerically significant student subgroups meeting the criteria established pursuant Education Code 52064.5, the Board shall work with the County Superintendent, or another service provider at district expense, and shall provide the County Superintendent timely documentation of the district's completion of the activities listed in items #1-2 above or substantially similar activities. (Education Code 52071)

Note: Pursuant to Education Code 52074, as amended by AB 1840, either the County Superintendent or the SPI may refer a district to the California Collaborative for Educational Excellence (CCEE) if it is determined to be necessary to help the district accomplish the goals set forth in the district's LCAP. Additionally, if a district receives an emergency apportionment pursuant to Education Code 41320 41322, the district shall be deemed to have been referred to the CCEE.

If referred to the California Collaborative for Educational Excellence by either the County Superintendent or the Superintendent of Public Instruction (SPI), the district shall implement the recommendations of that agency in order to accomplish the goals set forth in the district's LCAP. (Education Code 52071, 52074)

Note: Education Code 52072 provides that the SPI, with approval of the SBE, may intervene when a district meets both of the following criteria: (1) the district did not improve the outcomes for three or more student subgroups identified pursuant to Education Code 52052, or all of the student subgroups if the district has fewer than three subgroups, in regard to more than one state or local priority in three out of four consecutive school years; and (2) the CCEE has provided advice and assistance to the district and submits a finding that the district failed or is unable to implement the CCEE's recommendations or that the district's inadequate performance is so persistent or acute as to require intervention. For any district identified as needing intervention, the SPI or an academic trustee appointed by the SPI may, with approval of the SBE, take one or more of the actions listed in items #1-3 below.

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

If the SPI identifies the district as needing intervention, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: (Education Code 52072)

1. ~~Revision of the district's LCAP~~
2. ~~Revision of the district's budget in accordance with changes in the LCAP~~
3. ~~A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement~~

*Legal Reference:*EDUCATION CODE

305-306 English language education

17002 State School Building Lease-Purchase Law, including definition of good repair

33430-33436 Learning Communities for School Success Program; grants for LCAP implementation

41020 Audits

41320-41322 Emergency apportionments

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

47604.33 Submission of reports by charter schools**47606.5 Charter schools, local control and accountability plan**

48985 Parental notices in languages other than English

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52052 Numerically significant student subgroups

52059.5 Statewide system of support

52060-52077 Local control and accountability plan

52302 Regional occupational centers and programs

52372.5 Linked learning program

54692 Partnership academies

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission

64001 School plan for student achievement

99300-99301 Early Assessment Program

WELFARE AND INSTITUTIONS CODE

300 Dependent child of the court

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

15494-15497 Local control and accountability plan and spending requirements

UNITED STATES CODE, TITLE 20**6311 State plan**

6312 Local educational agency plan

6826 Title III funds, local plans

Management Resources continued: (see next page)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Management Resources:

CSBA PUBLICATIONS

The California School Dashboard and Small Districts, October 2018

Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016

LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

California School Dashboard

LCFF Frequently Asked Questions

Local Control and Accountability Plan and Annual Update (LCAP) Template

Family Engagement Framework: A Tool for California School Districts, 2014

California Career Technical Education Model Curriculum Standards, 2013

California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS (continued)

California Common Core State Standards: Mathematics, rev. 2013

California English Language Development Standards, 2012

WEB SITES

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

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

California School Dashboard: <http://www.caschooldashboard.org>

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CSBA Sample

Administrative Regulation

Philosophy, Goals, Objectives, and Comprehensive Plans

AR 0460(a)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Note: Education Code 52060-52077 require the Governing Board to adopt and annually update, on or before July 1, a three-year local control and accountability plan (LCAP). See the accompanying Board policy for information about plan development and monitoring.

Goals and Actions Addressing State and Local Priorities

Note: Education Code 52060 requires that the LCAP include annual goals, aligned with specified state priorities, to be achieved for all students and for each numerically significant subgroup as defined in Education Code 52052. Pursuant to Education Code 52052, a numerically significant subgroup includes ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school or district.

In addition, several state priorities address programs and services for "unduplicated students." For purposes of supplemental and concentration grants allocated through the local control funding formula (LCFF), "unduplicated students" are defined by Education Code 42238.02 as students eligible for free or reduced-price meals, English learners, and foster youth; see the accompanying Board policy.

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:
 - a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

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

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

- b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Learners)

Note: ~~Education Code 52060, as amended by AB 2878 (Ch. 826, Statutes of 2018), expands the parent involvement state priority to include family engagement.~~ Education Code 52060 provides that family engagement may include, but not be limited to, efforts by the district and schools to apply research-based practices, such as welcoming all families into the school community, engaging in effective two-way communication, supporting student success, and empowering families to advocate for equity and access. It may also include partnering with families to inform, influence, and create practices and programs that support student success and collaboration with families and the broader community, expand student learning opportunities, and promote civic participation.

- c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6020 - Parent Involvement)

(cf. 6173.1 - Education for Foster Youth)

- d. Student achievement, as measured by all of the following as applicable:

- (1) Statewide assessments of student achievement

Note: As amended by AB 1240 (Ch. 783, Statutes of 2019), Education Code 52060 adds, as a measure of student achievement, the percentage of students who have successfully completed both college entrance courses and career technical education courses.

- (2) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University; ~~or~~ **have successfully completed** career technical education **(CTE)** sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692; **and have successfully completed both college entrance courses and CTE sequences or programs**

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

- (3) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
- (4) The English learner reclassification rate
- (5) The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher
- (6) The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301

(cf. 0500 - Accountability)
(cf. 6141.5 - Advanced Placement)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6178 - Career Technical Education)

- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 6146.1 - High School Graduation Requirements)

- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

(cf. 5137 - Positive School Climate)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

(cf. 6143 - Courses of Study)
(cf. 6159 - Individualized Education Program)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

Note: In addition to goals aligned with the state priorities described in item #1 above, Education Code 52060 provides that the LCAP may include goals for local priorities established by the Board; see the accompanying Board policy. **Optional** item #2 below may be revised to reflect local priorities.

2. Any goals identified for any local priorities established by the Board.

(cf. 0200 - Goals for the School District)

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

Note: Pursuant to Education Code 52060, in developing goals and actions for the LCAP, the Board may consider qualitative information, including, but not limited to, the results of school quality reviews conducted pursuant to Education Code 52052. Education Code 52052 authorizes the Superintendent of Public Instruction (SPI), with approval of the State Board of Education and conditional upon an appropriation in the state budget, to develop and implement a program of school quality reviews that features locally convened panels to visit schools, observe teachers, interview students, and examine student work.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

Note: AB 1840 (Ch. 426, Statutes of 2018) amended Education Code 52060 to require data to be reported in a manner consistent with the California School Dashboard rather than the school accountability report card.

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. (Education Code 52060)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**Increase or Improvement in Services for Unduplicated Students**

Note: The following section is for use by districts that receive LCFF supplemental and/or concentration grant funds. Such districts are required to increase or improve services for unduplicated students in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students; see BP 3100 - Budget. 5 CCR 15494-15496 specify the method for determining the percentage by which services for unduplicated students must be increased or improved above services provided to all students in the fiscal year.

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

Availability of the Plan

Note: Education Code 52065, as amended by AB 1840, requires the district to prominently post its LCAP, and any annual update or revisions to the LCAP, and LCFF budget overview for parents/guardians on the homepage of its web site. In addition, the County Superintendent of Schools is required to post all district LCAPs, or links to those plans, on the county office of education web site and to transmit all such plans to the SPI, who will then post links to all plans on the California Department of Education web site.

Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), provides that the LCFF budget overview for parents/guardians is also subject to the requirements of Education Code 52065.

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, 52065)

(cf. 1113 - District and School Web Sites)

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CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0520(a)

INTERVENTION FOR UNDERPERFORMING SCHOOLS

Note: Pursuant to Education Code 52059.5, the California Department of Education (CDE) has established a single statewide system of support for districts and schools that meets state requirements as well as federal Title I requirements. The following policy reflects the purposes and requirements of the statewide system and may be revised to reflect district practice.

The Governing Board desires that all district schools provide a high-quality educational program that maximizes the achievement of each district student. The district shall provide assistance to schools to support the continuous improvement of student performance within the priorities identified in the district's local control and accountability plan (LCAP) and to enhance the achievement of low-performing student subgroups.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0500 - Accountability)

Note: Pursuant to Education Code 52071, the Governing Board may, at its discretion, request technical assistance from the County Superintendent of Schools as described in items #1-2 below. The County Superintendent may charge a fee, not to exceed the cost of the service, when the district has otherwise not been identified for technical assistance or state intervention and the service requested would create an unreasonable or untenable cost burden for the County Superintendent.

At its discretion, the Board may submit a request to the County Superintendent of Schools for technical assistance regarding the following: (Education Code 52071)

1. Identifying the district's strengths and weaknesses in regard to state priorities addressed in the LCAP, including collaboration between the district and County Superintendent to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness
2. Securing assistance from an academic, programmatic, or fiscal expert, or team of experts, to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the district

In the event that the County Superintendent requires the district to receive technical assistance based on a determination that one or more numerically significant student subgroups in a district school meet the performance criteria established pursuant Education Code 52064.5, the Board shall work with the County Superintendent and

INTERVENTION FOR UNDERPERFORMING SCHOOLS

shall provide the County Superintendent timely documentation of the district's completion of the activities listed in items #1-2 above or substantially similar activities. (Education Code 52071)

With the approval of the County Superintendent, the district may, at its own expense, engage another service provider, including, but not limited to, another school district, the county office of education, or a charter school, to act as a partner to the district in filling the district's need for technical assistance. (Education Code 52071)

Note: Pursuant to Education Code 52074, either the County Superintendent or the Superintendent of Public Instruction (SPI) may refer a district to the California Collaborative for Educational Excellence (CCEE) if it is determined to be necessary to help the district accomplish the goals set forth in the district's LCAP. Additionally, if a district receives an emergency apportionment pursuant to Education Code 41320-41322, the district shall be deemed to have been referred to CCEE.

If referred to the California Collaborative for Educational Excellence by either the County Superintendent or the Superintendent of Public Instruction (SPI), the district shall implement the recommendations of that agency in order to accomplish the goals set forth in the district's LCAP. (Education Code 52071, 52074)

Note: Education Code 52072 provides that the SPI, with approval of the State Board of Education (SBE), may intervene when a district meets both of the following criteria: (1) the district did not improve the outcomes for three or more student subgroups identified pursuant to Education Code 52052, or all of the student subgroups if the district has fewer than three subgroups, in regard to more than one state or local priority in three out of four consecutive school years; and (2) the CCEE has provided advice and assistance to the district and submits a finding that the district failed or is unable to implement the CCEE's recommendations or that the district's inadequate performance, based on the California School Dashboard, is so persistent or acute as to require intervention. For any district identified as needing intervention, the SPI or an academic trustee appointed by the SPI may, with approval of the SBE, take one or more of the actions listed in items #1-3 below.

If the SPI identifies the district as needing intervention, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: (Education Code 52072)

- 1. Revision of the district's LCAP**
- 2. Revision of the district's budget, in conjunction with changes in the LCAP, that would allow the district to improve the outcomes for all student subgroups in regard to state and local priorities**
- 3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement**

INTERVENTION FOR UNDERPERFORMING SCHOOLS

Note: Pursuant to 20 USC 6311, based on data in the Dashboard, schools that are in the lowest performing five percent statewide of schools receiving federal Title I funding, as well as high schools with a graduation rate lower than 67 percent averaged over two years, are identified by CDE for comprehensive support and improvement (CSI). Schools are identified for targeted support and improvement (TSI) if one or more numerically significant student subgroups meet the criteria for the lowest performing five percent of Title I schools, or for additional targeted support and improvement (ATSI) if one student group, on its own, meets these criteria. For program requirements, see BP 0520.1 - Comprehensive and Targeted Support and Improvement.

In addition, any school identified by the California Department of Education for comprehensive support and improvement, targeted support and improvement, or additional targeted support and improvement shall develop and implement a school plan in accordance with 20 USC 6311. Such schools may be required to partner with an external entity, agency, or individual with demonstrated expertise and capacity to identify and implement more rigorous interventions.

(cf. 0420 - School Plans/Site Councils)

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

Legal Reference:

EDUCATION CODE

52052 Numerically significant student subgroups

52059.5 Statewide system of support

52060-52077 Local control and accountability plan

60640-60649 California Assessment of Student Performance and Progress

64001 School plan for student achievement

UNITED STATES CODE, TITLE 20

6311-6322 Improving basic programs for disadvantaged students, especially:

6311 State plans

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Dashboard

CSI/TSI/ATSI Frequently Asked Questions

California ESSA Consolidated State Plan, 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments, 2016

WEB SITES

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

California School Dashboard: <http://www.caschooldashboard.org>

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

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0520.1(a)

COMPREHENSIVE AND TARGETED SUPPORT AND IMPROVEMENT

Note: Pursuant to 20 USC 6311, the California Department of Education (CDE) has established a system of school support and improvement to assist low-performing schools. Based on data in the California School Dashboard (or other performance data if a school is too small to receive a color-coded performance level on the Dashboard), every three years CDE identifies schools that need comprehensive support and improvement (CSI), including (1) schools in the lowest performing five percent of Title I schools and (2) all high schools (including Title I, non-Title I, traditional, and alternative schools) with a graduation rate lower than 67 percent averaged over two years. A district with school(s) that meet the criteria for CSI is eligible to apply to CDE for Title I, Part A funding to assist with the development and implementation of a plan to improve student outcomes. Such a district may also choose to provide all students in a CSI school the option to transfer to another district school, provided that priority is given to the lowest achieving students from low-income families, and may use up to five percent of its Title I allocation to pay for transportation for this purpose.

Schools will be annually identified for targeted support and improvement (TSI) if one or more student subgroups, for two consecutive years, meet the criteria for the lowest performing five percent of Title I schools. Every three years, TSI schools that have not improved will be identified for additional targeted support and improvement (ATSI).

Identification of schools for CSI and ATSI began in the 2018-19 school year. Schools will be identified for TSI for the first time beginning in 2020-21.

The Governing Board is committed to enabling all district students to meet state academic achievement standards. The district shall provide support and assistance to increase student achievement in all district schools, especially any school that has been identified by the California Department of Education (CDE) as in need of comprehensive support and improvement (CSI), targeted support and improvement (TSI), or additional targeted support and improvement (ATSI).

(cf. 0500 - Accountability)

(cf. 0520 - Intervention for Underperforming Schools)

(cf. 6011 - Academic Standards)

(cf. 6171 - Title I Programs)

When any school is identified for CSI, TSI, or ATSI, the Superintendent or designee shall notify the school community, including the principal, teachers, and parent/guardians of students of the school, of the identification and, if applicable, shall inform the school of the student subgroup(s) which are consistently underperforming at the school.

COMPREHENSIVE AND TARGETED SUPPORT AND IMPROVEMENT
(continued)

School Plan

Note: Pursuant to 20 USC 6311, the district is required to develop a school improvement plan for each school identified for CSI, TSI, or ATSI, which must be based on all state indicators in the California School Dashboard. In accordance with the discretion granted to state agencies under 20 USC 6311, CDE has determined that schools eligible for Dashboard Alternative School Status pursuant to Education Code 52052 that have fewer than 100 students are not exempted from this requirement, but they do have flexibility within the school planning process to focus on the Dashboard state indicators that are more applicable to the nature of their program. See the Frequently Asked Questions on CDE's web site.

20 USC 6311 also requires that the plan include evidence-based interventions. Such interventions are described in the U.S. Department of Education's Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments.

Upon receiving notification from CDE that a district school has been identified as eligible for CSI, TSI, or ATSI, the district shall, in partnership with principals, other school leaders, teachers, and parents/guardians, develop and implement a plan to improve student outcomes at the school. The plan shall: (20 USC 6311)

1. Be based on all state indicators in the California School Dashboard, including student performance against state-determined long-term goals, except that any school subject to the state's Dashboard Alternative School Status that has fewer than 100 students may focus on the state indicators that are more applicable to the nature of its program
2. Be based on a school-level needs assessment
3. Include evidence-based interventions
4. If the school is identified for CSI or ATSI, identify resource inequities, which may include a review of district and school-level budgets, to be addressed through implementation of the plan

(cf. 0400 - Comprehensive Plans)

The school plan for student achievement developed pursuant to Education Code 64001 may serve as the school improvement plan required for CSI, TSI, or ATSI, provided that the plan meets the requirements of 20 USC 6311. (Education Code 64001)

(cf. 0420 - School Plans/Site Councils)

The school improvement plan shall be submitted to the Board for approval. (20 USC 6311)

COMPREHENSIVE AND TARGETED SUPPORT AND IMPROVEMENT
(continued)

Note: In addition to requiring district approval of school plans, 20 USC 6311 requires that CSI plans be approved by the state educational agency. However, CDE does not directly review and approve school-level plans. Instead, the template adopted by the State Board of Education for the local control and accountability plan requires a district with school(s) identified for CSI to provide the following information within the plan summary.

If any district school is identified for CSI, the district's local control and accountability plan shall include descriptions of how the district provides support to CSI school(s) in developing the CSI plan and how the district will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

(cf. 0460 - Local Control and Accountability Plan)

Monitoring and Intervention

The Board and the Superintendent or designee shall regularly review the performance of each school identified for CSI, TSI, or ATSI.

Note: For schools identified for TSI, 20 USC 6311 requires the district to monitor the school's implementation of its plan and take action if implementation of the plan is unsuccessful after a period of years established by the district. The following paragraph extends this requirement to CSI and ATSI schools and may be modified to reflect district practice, including the number of years for determining if the plan has been successful.

After two years of implementing the school plan, if any such school has been unsuccessful in improving student outcomes to a level that exceeds initial eligibility criteria, the district shall identify the problem and take additional action as necessary.

Note: In accordance with 20 USC 6311 and CDE's California ESSA Consolidated State Plan, schools identified for ATSI and CSI are expected to meet exit criteria after four years. A school is considered to have met exit criteria if it no longer has any combination of performance levels on state indicators that meet the criteria used for identification at the time the school was identified.

For schools identified for CSI, CDE must monitor and periodically review the implementation of the school's plan. The following paragraph reflects interventions established by CDE that may be imposed if a school fails to satisfy the exit criteria for CSI within four years of the initial identification. For further information, see CDE's California ESSA Consolidated State Plan.

If a school identified for CSI fails to improve student outcomes within four years to a level that exceeds the CSI eligibility criteria, it shall be subject to more rigorous interventions that include, but are not limited to, partnering with an external entity, agency, or individual with demonstrated expertise and capacity to:

COMPREHENSIVE AND TARGETED SUPPORT AND IMPROVEMENT
(continued)

- 1. Conduct a new needs assessment that focuses on systemic factors and conduct a root cause analysis that identifies gaps between current conditions and desired conditions in student performance and progress**
- 2. Use the results of the analysis along with stakeholder feedback to develop a new improvement plan that includes:**
 - a. A prioritized set of evidence-based interventions and strategies**
 - b. A program evaluation component with support to conduct ongoing performance and progress monitoring**

Legal Reference:

EDUCATION CODE

52052 Numerically significant student subgroups

52059.5 Statewide system of support

52060-52077 Local control and accountability plan

64001 School plan for student achievement

UNITED STATES CODE, TITLE 20

6311-6322 Improving basic programs for disadvantaged students, especially:

6311 State plans

6313 Eligibility of schools and school attendance areas; funding allocation

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Dashboard

CSI/TSI/ATSI Frequently Asked Questions

California ESSA Consolidated State Plan, 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments, 2016

WEB SITES

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

California School Dashboard: <http://www.caschooldashboard.org>

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

CSBA Sample Board Policy

Community Relations

BP 1431(a)

WAIVERS

Note: The following **optional** policy covers waiver requests that the State Board of Education (SBE) generally has legal authority to grant (general waivers). In order to provide districts with flexibility without undermining the basic intent of the law, Education Code 33050-33053 permit **districts** **the Governing Board** to request that **the SBE** waive sections of the Education Code, **and** Title 5 of the California Code of Regulations, ~~or any applicable federal law~~. Education Code 33050 exempts certain sections of the Education Code from ~~the SBE's authority of the SBE~~ to grant waivers. **SB 75 (Ch. 51, Statutes of 2019) amended Education Code 33050 to prohibit the waiver of specified provisions relating to funding for charter schools.**

~~However, this~~ **This** policy does not address waivers expressly authorized by law for specific programs and situations (specific waivers) such as the waiver of Education Code 56101 for students with disabilities, **the waiver of specified school site council provisions pursuant to Education Code 65001, and** ~~waivers that~~ may be granted by the Commission on Teacher Credentialing, **or waivers that may be specifically granted by** the Superintendent of Public Instruction such as waivers for alternative schools. See BP 6181 - Alternative Schools/Programs of Choice. For any such waiver, the process for obtaining the waiver would be as specified in the provision of law governing the program.

The Governing Board recognizes that ~~strict compliance with the law may sometimes hinder the district's ability to provide its students with an effective, well rounded educational program.~~ **circumstances may arise in the operation of the district that require a waiver from state law or regulation.** When it is in the interest of district students, the Board may request that the State Board of Education (SBE) waive any provision of state ~~or federal~~ law or regulation which ~~it~~ **SBE** has authority to waive pursuant to Education Code 33050.

Note: The California Department of Education (CDE) ~~has instituted~~ **web site contains** an online waiver request system ~~which it encourages districts to use.~~ ~~In addition, CDE has updated~~ **as well as** guidance and Frequently Asked Questions ~~on its web site~~ to help expedite the waiver submission process. Prior to submitting a waiver request, the district should confirm that it has gathered all the data required and **has** complied with all the legal requirements for the request. The district should also review Education Code 33051 which specifies the reasons for which ~~the SBE~~ may deny the request. ~~For example, a request to waive a provision of law regarding a program that requires the existence of a site council must be approved by that site council; otherwise the request will be denied by the SBE.~~

Any waiver request to be submitted to ~~the SBE~~ shall first be approved by the Board. The Superintendent or designee shall ensure that each proposed waiver request includes all information necessary for the Board to analyze the need for the waiver and make an informed decision.

~~Prior to presenting the proposed request for Board approval, the Superintendent or designee shall consult with and obtain the approval of any advisory committee or site council when required by law.~~ **If the proposed waiver request affects a program that requires the existence of a school site council, the Superintendent or designee shall obtain the school site council's approval of the request before presenting it to the Board. As**

WAIVERS (continued)

appropriate, other councils or advisory committees, including bilingual advisory committees, shall be provided adequate opportunity to review a proposed waiver request, and the request shall include a written summary of any objections to the request by the councils or advisory committees. (Education Code 33051)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)

Note: The following **optional** paragraph is for **use by** districts with an employee organization certified to represent the district's employees in negotiations with the district.

In addition, the Superintendent or designee shall **involve** **consult with** the exclusive representative of district employees in the development of the waiver request, and shall include in the request the exclusive representative's position regarding the waiver. (Education Code 33050, **33051**)

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

Note: The following paragraph is for use by districts that participate in a joint powers entity to operate a regional occupational center or program. See BP 6178.2 - Regional Occupational Center/Program.

A request for a waiver related to a regional occupational center or program operated by a joint powers agency shall be submitted as a joint waiver request with other participating school districts upon approval of a unanimous vote of the governing board of the joint powers agency. (Education Code 33050)

(cf. 6178.2 - Regional Occupational Center/Program)

Note: Education Code 33050 does not include specific requirements in regard to the public hearing that must be held before the Board submits a waiver request. CDE's General Waiver Instructions, located on its web site, state that the public hearing must be properly noticed and held during a board meeting.

To receive public testimony on each **proposal for a** waiver request **proposal**, the Board shall hold a properly noticed public hearing during a Board meeting. (Education Code 33050)

Note: Education Code 33050 does not specify the length of the advanced notice required for the public hearing described above. However, CSBA believes that the notice must allow sufficient time to enable members of the public adequate opportunity to participate in the waiver request process.

CDE's General Waiver Instructions provide that distribution of the board meeting agenda is insufficient to constitute proper notice for the public hearing. The notice must specifically invite public testimony, and can be advertised by (1) printing a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation, or (2) in small districts, posting a formal notice at each school and three public places in the district.

WAIVERS (continued)

The following **optional** paragraph may be revised to specify the length of the notice in accordance with district practice, **and should be modified appropriately depending on the size of the district.**

The notice, which shall state the time, date, location, and subject of the public hearing **and invite public testimony**, may be printed in a newspaper of general circulation **and/or** posted at each school and three public places in the district.

(cf. 9320 - Meetings and Notices)

Note: ~~The following optional paragraph addresses renewal of general waivers which have been granted by the SBE. According to CDE's State Board of Education - CalEd Facts issued in January 2013, pursuant~~ **Pursuant** to Education Code 33051, any general waiver which has been granted for two consecutive years, or which is initially granted for two years, may be regarded as "permanent" for as long as the information on the waiver request remains current. However, ~~the~~ SBE may require updated information for a general waiver whenever it determines that information to be necessary. ~~The~~ SBE may also rescind a waiver if additional information supporting a recession is made available to ~~the~~ SBE. ~~Additionally, a district is required to apply annually for the renewal of any waiver regarding teacher credentialing.~~

If the district determines that a waiver is needed for more than one year, the Board shall reapply to SBE. When the ~~district~~ **Board** has requested and received the same general waiver from ~~the~~ SBE for two consecutive years, the Board ~~is not required~~ **does not subsequently need** to reapply annually **if provided that** the information contained on the request remains current, ~~. However, the district shall apply annually~~ **except that the district shall apply annually** for the renewal of any waiver regarding teacher credentialing. (Education Code 33051)

Legal Reference: (see next page)

WAIVERS (continued)

Legal Reference:

EDUCATION CODE

~~5000-5033~~ ~~Governing board elections~~

~~10400-10407~~ ~~Cooperative improvement programs~~

~~17047.5~~ ~~Facilities used by special education students~~

~~17291~~ ~~Portable school buildings~~

~~33050-33053~~ ~~General waiver authority~~

~~37202~~ ~~Equity length of time~~

~~41000-41360~~ ~~School finance~~

~~41381~~ ~~Minimum school day~~

~~41600-41854~~ ~~Computation of allowances~~

~~41920-42842~~ ~~Budget requirements; local taxation by school districts~~

~~44666-44669~~ ~~School-Based Management and Advanced Career Opportunities~~

~~44681-44689~~ ~~Administrator Training and Evaluation~~

~~45108.7~~ ~~Maximum number of senior management positions~~

~~48660-48666~~ ~~Community day schools~~

~~48800~~ ~~Attendance at community college~~

~~49550-49560~~ ~~Meals for needy students~~

~~51224.5~~ ~~Algebra instruction~~

~~51745.6~~ ~~51747.3~~ ~~Charter school independent study~~ **ratio-funding**

~~52160-52178~~ ~~Bilingual Bicultural Education Act of 1976~~

~~52522~~ ~~Plans for adult education~~

~~54407~~ ~~Waiver for compensatory education programs~~

~~56000-56867~~ ~~Special education programs~~

~~58407~~ ~~Waiver related to individualized instruction program~~

~~60119~~ ~~Public hearing on sufficiency of instructional materials~~

~~65001~~ ~~School site councils~~

CODE OF REGULATIONS, TITLE 5

~~3100~~ ~~Resource specialist caseload waivers~~

~~3945~~ ~~Cooperative programs~~

~~11960~~ ~~Charter school attendance~~

~~11963.4~~ ~~Charter school percentage funding~~

~~13017~~ ~~Waivers, compensatory education~~ ~~New Careers in Education Program~~

~~13044~~ ~~Waivers, compensatory education~~ ~~Professional Development and Program Improvement Programs~~

UNITED STATES CODE, TITLE 20

~~1400-1482~~ ~~Individuals with Disabilities Education Act~~

~~7115~~ ~~Student Support and Academic Enrichment Grants~~

Management Resources:

WEB SITES

California Department of Education, Waiver Office: <http://www.cde.ca.gov/re/lr/wr>

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

(7/05 8/13) 10/19

Policy Reference UPDATE Service

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3515(a)

CAMPUS SECURITY

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

The Governing Board is committed to providing a school environment that promotes the safety of students, **employees staff**, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

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

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5142 - Safety)

Note: ~~A district's campus security strategy may be developed as part of the school's comprehensive school safety planning process (see BP/AR 0450 - Comprehensive Safety Plan).~~

The Superintendent or designee shall develop campus security procedures, which **are consistent with the goals and objectives of** **may be included in** the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

(cf. 0450 - Comprehensive Safety Plan)

Surveillance Systems

Note: The following **optional** section is for use by districts that have authorized the use of surveillance systems. ~~Although courts have not ruled on the use of surveillance systems in a school setting, g~~ Generally, the use of cameras (i.e., a "search" within the meaning of the Fourth Amendment) must be reasonable and the cameras must not be used in areas where there is a "reasonable expectation of privacy" (New Jersey v. T.L.O.). **To protect reasonable expectations of privacy,** ~~Thus,~~ cameras should not **be** located in areas such as bathrooms, locker rooms, or private offices. **In addition,** Education Code 51512 prohibits the use of a recording device in a classroom without the prior consent of the teacher and principal. Examples of locations where cameras may generally be used include hallways, stairwells, parking lots, and cafeterias. For language about the use of cameras on school buses, see ~~BP/AR 5131.1 - Bus Conduct.~~

Penal Code 632 prohibits the recording of conversations unless the parties to the conversation may reasonably expect that the communication may be overheard or recorded. Thus, if the district's equipment has audio capability, it should be disabled so that sounds are not recorded.

~~Before adopting the use of such a system, a cost-benefit analysis should be conducted to determine whether surveillance cameras are the most effective method to address the particular security concerns on the campus (e.g., certain locations are difficult to monitor and other means of deterrence have not been successful). Another determination is whether the cameras will be monitored in "real time" by trained personnel or whether the images will be recorded and later used as "evidence." The district should also~~

CAMPUS SECURITY (continued)

determine whether the system will record images 24 hours a day, during school hours, or on some other schedule. Because audio surveillance generally requires a warrant, if the district's equipment has audio capability, it should be disabled so that sounds are not recorded.

The Board believes that reasonable use of surveillance cameras will help the district achieve its goals for campus security. In consultation with the **district's** safety planning committee, **and other** relevant **stakeholders, and** staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

(cf. 5131.1 - Bus Conduct)

(cf. 5145.12 - Search and Seizure)

Note: According to the National Institute of Justice **publication The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies**, signage is an important component of a successful **surveillance** system and can serve as a deterrent **against vandals**. The Institute **also** recommends that the signs state **whether or not that the system may or may not be is being** actively monitored, **so that potential victims are not under the impression. Such language is intended to deter potential perpetrators while also not building an expectation among potential victims** that a person is watching events live and will be able to provide immediate assistance. **is also recommended that districts provide notice to students and parents/guardians about the district's surveillance program in order to clarify that there is no expectation of privacy in those locations where the cameras will be placed and that images from the cameras may be used in disciplinary proceedings.**

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous **and targeted** locations **at affected around** school buildings and grounds. These signs shall **inform students, staff, and visitors that surveillance may occur and shall state whether the district's system is actively monitored by school personnel state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time.** The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur, **explaining and** that the recordings may be used in disciplinary proceedings, **and/or that matters captured by the camera may be** referred to local law enforcement, as appropriate.

(cf. 5144 - Discipline)

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

Note: Pursuant to 20 USC 1232(g) (Family Educational Rights and Privacy Act), **34 CFR 99.3**, and Education Code 49061, any recording or image **of that is directly related to a student collected and is maintained** by the district **or a person acting for the district** is considered a "student record" and thus is subject to those laws regarding access, disclosure, and retention. See BP/AR 5125 - Student Records. **Also**

CAMPUS SECURITY (continued)

see the U.S. Department of Education's **FAQs on Photos and Videos under FERPA, located on its web site.**

In addition, a recording or image of a staff member that may be used in a personnel action is subject to the laws regarding personnel records, including an employee's right to comment on derogatory information placed in **his/her a personnel** file. See AR 4112.6/4212.6/4312.6 - Personnel Files.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

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

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act, especially:

17075.50 Classroom security locks, new construction projects

17583 Classroom security locks, modernization projects

32020 Access gates

32211 Threatened disruption or interference with classes

32280-~~32288~~ **32289** School safety plans

35160 Authority of governing boards

35160.1 Broad authority of school districts

38000-38005 Security ~~patrols~~ **departments**

49050-49051 Searches by school employees

49060-49079 Student records

PENAL CODE

469 Unauthorized making, duplicating or possession of key to public building

626-~~626.10~~ **626.11** Disruption of schools

CALIFORNIA CODE OF REGULATIONS, TITLE 24

1010.1.9 Door operations

1010.1.11 Lockable doors from the inside

CALIFORNIA CONSTITUTION

Article I, Section 28(c) Right to Safe Schools

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.3 Definition of education records

COURT DECISIONS

Brannum v. Overton County School Board (2008) 516 F. 3d 489

New Jersey v. T.L.O. (1985) 469 U.S. 325

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 257 (2000)

75 Ops.Cal.Atty.Gen. 155 (1992)

Management Resources: (see next page)

CAMPUS SECURITY (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Safe Schools: A Planning Guide for Action, 2002

NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS

The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999 rev. 2005

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

FAQs on Photos and Videos under FERPA

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

National Institute of Justice: <http://www.ojp.usdoj.gov/nij>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education, Protecting Student Privacy: <https://studentprivacy.ed.gov>

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3515(a)

CAMPUS SECURITY

Note: The following **optional** administrative regulation may be used as a component of a comprehensive safety plan (see BP/AR 0450 - Comprehensive Safety Plan) and should be modified to reflect district practice.

The Superintendent or designee shall ~~ensure that the district's~~ **develop a** campus security plan **which contributes to a positive school climate, fosters social and emotional learning and student well-being, and** includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

2. Secure buildings **and interior spaces** from outsiders and discourage trespassing

These strategies may include **installing locks**, requiring visitor registration, **providing** staff and student identification tags, and patrolling ~~of~~ places used for congregating and loitering.

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.2 - Disruptions)

(cf. 5112.5 - Open/Closed Campus)

3. Discourage vandalism and graffiti

These strategies may include plans to immediately cover graffiti **as well as** **and implement** campus beautification projects ~~and shall also include students and the community in these projects.~~

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5137 - Positive School Climate)

(cf. 6142.4 - Service Learning/Community Service Classes)

4. Control access to keys and other school inventory

(cf. 3440 - Inventories)

CAMPUS SECURITY (continued)

5. Detect and intervene with school crime

These strategies may include ~~the creation of~~ **creating** a school watch program, **increasing adult presence and supervision**, **establishing** an anonymous crime reporting system, ~~analysis of~~ **analyzing** school crime incidents, and ~~collaboration~~ **collaborating** with local law enforcement agencies, including providing for law enforcement presence.

(cf. 3515.3 - District Police/Security Department)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 3516.2 - Bomb Threats)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5116.2 - Involuntary Student Transfers)

(cf. 5131.2 - Bullying)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5141.52 - Suicide Prevention)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 6164.2 - Guidance/Counseling Services)

All staff shall receive training in building and grounds security procedures **and emergency response**.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583; 24 CCR 1010.1.9, 1010.1.11)

Keys

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

All keys used in a school shall be the responsibility of the principal or designee. Keys shall be issued only to ~~those~~ **authorized** employees who regularly need a key in order to carry out ~~normal activities of their position~~ **their job responsibilities**.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

CAMPUS SECURITY (continued)

Keys ~~shall be used only by authorized employees and~~ shall never be loaned to students, **parents/guardians, or volunteers, nor shall the** ~~The~~ master key ~~shall not ever~~ be loaned.

Note: Pursuant to Penal Code 469, a person who knowingly possesses, duplicates, uses, or attempts to use or duplicate, a key without authorization may be guilty of a misdemeanor.
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The Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

CSBA Sample Board Policy

Certificated Personnel

BP 4116(a)

PROBATIONARY/PERMANENT STATUS

Note: The following Board policy is for use by districts that grant permanent status to certificated employees following successful completion of a probationary period, and should be modified for consistency with the district's collective bargaining agreement if applicable.

Pursuant to Education Code 44929.23, districts with an average daily attendance (ADA) of less than 250 may adopt a policy of annually reelecting certificated employees instead of granting them permanent status. Such districts may replace the following policy with a policy statement reflecting the decision to not grant permanent status in accordance with the authority granted pursuant to Education Code 44929.23.

Probationary employees should not be confused with temporary employees, as there are significant differences in terms of the layoff procedures and reemployment rights applicable to them; see BP 4117.3 - Personnel Reduction. According to the courts in Bakersfield Elementary Teachers Association v. Bakersfield City School District and California Teachers Association v. Vallejo City Unified School District, employees who have not attained permanent status but who cannot properly be classified as temporary or substitute employees (see BP 4121 - Temporary/Substitute Personnel) must be classified as probationary employees. An employee should not be classified as temporary rather than probationary solely on the basis of not holding a clear credential (e.g., a holder of a preliminary credential, internship certificate, provisional internship permit, short-term staff permit, emergency permit, or credential waiver). In addition, in Stockton Teachers Association CTA/NEA v. Stockton Unified School District, the court held that employees hired for the term of a categorically funded project pursuant to Education Code 44909 may only be considered temporary employees if they are terminated at the expiration of the categorically funded project and, if not terminated, must be considered probationary employees.

The Governing Board desires to employ and retain highly qualified certificated personnel to implement the district's educational program. Newly hired certificated personnel shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

Certificated employees who satisfactorily complete the probationary period shall be granted permanent status.

Note: The district should select the option below that reflects ~~district practice~~ and the ADA of the district.

Pursuant to Education Code 44929.21, a district with ADA of 250 or more must grant permanent status in accordance with Option 1.

Pursuant to Education Code 44949.23, if the Governing Board of a district with ADA of less than 250 elects to dismiss probationary employees during the school year in accordance with Education Code 44948.2 and 44948.3, the district must grant permanent status after two years (Option 1). Other districts with less than 250 ADA may choose to grant permanent status after three years (Option 2).

PROBATIONARY/PERMANENT STATUS (continued)

(Districts of 250 ADA or more, and districts with less than 250 ADA whose Board has elected to dismiss probationary employees during the school year pursuant to Education Code 44948.2 and 44948.3)

A probationary ~~teacher~~ **employee** who has been employed by the district in a position(s) ~~or positions~~ requiring certification for two complete consecutive school years and is then ~~rehired~~ **reelected** for the next succeeding school year shall become a permanent employee at the beginning of the third year. (Education Code 44929.21, 44929.23)

Probationary Status

Note: The following optional paragraphs apply to all districts.

During the probationary period, Probationary employees shall receive **training professional development and, assistance and evaluations consistent with their needs as new teachers.** ~~Such training and assistance~~ **which** may consist of inservice training and/or meetings with the employee's evaluator to discuss areas of strength and areas requiring improvement. Inservice training may be provided during school hours as part of a comprehensive staff development program.

(cf. 4131 - Staff Development)

The performance of each probationary employee shall be evaluated and assessed at least once every school year.

(cf. 4115 - Evaluation/Supervision)

~~*(cf. 4131 - Staff Development)*~~

Dismissal/Nonreelection of Probationary Employees

During the school year, a probationary employee may be suspended or dismissed only for cause and in accordance with district procedures. (Education Code 44948.3)

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

PROBATIONARY/PERMANENT STATUS (continued)

With proper notice, the Board may, without cause, elect not to reemploy a probationary employee for the subsequent year. (Education Code 44929.21, 44929.23)

(cf. 4117.3 - Personnel Reduction)

(cf. 4117.6 - Decision Not to Rehire)

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

The Superintendent or designee shall annually provide the Board with recommendations regarding the reelection or nonreelection of probationary certificated personnel for the ensuing school year.

Note: The following optional paragraph is for use by districts that grant permanent status to certificated employees after completion of two consecutive years of service (Option 1 above). Districts with less than 250 ADA that grant permanent status upon completion of three consecutive years of service (Option 2 above) should revise the following paragraph to indicate that a nonreelection notice may be provided during the employee's first or second year of employment if the probationary employee will not be reelected for the following year.

At any time during a probationary employee's first year of employment in the district, the Board may give written notice to the employee of the Board's decision not to reelect the employee for a second school year. If the Board does not give written notice, the employee shall be deemed reelected for the next succeeding school year.

Note: For districts that select Option 1 above, Education Code 44929.21 requires the district to give written notice, as provided below, if the probationary employee will not be reelected for the third year. Districts with less than 250 ADA must also provide notice by March 15 pursuant to Education Code 44948.5.

During the final year of the probationary period, the Board may decide not to reelect the employee for the following year, and shall so notify the employee in writing on or before March 15. If the Board does not give written notice on or before March 15, the employee shall be deemed reelected for the next succeeding school year. (Education Code 44929.21, 44948.5)

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

Note: State law does not specify a method that must be used to provide the above notice to a probationary employee who is not reelected for the subsequent school year. The following paragraph may be revised to reflect district practice.

In *Grace v. Beaumont Unified School District*, the court ruled that acceptable methods of notification include email, certified mail if a return receipt shows that the letter was received before March 15, oral notification, and/or adoption and publication of termination decision(s) by employee number at a board meeting when the employee is present.

PROBATIONARY/PERMANENT STATUS (continued)

In Hoschler v. Sacramento City Unified School District, the court held that, when providing notice of nonreelection pursuant to Education Code 44929.21, the district must ensure that the employee receives notice on or before March 15 either through personal service or through another method ~~which will ensure actual receipt equivalent to imparting actual notice~~. Because the district provided notice via certified mail but did not have evidence that the employee received the certified letter on or before March 15, the notice was not timely and the employee was deemed to have been reelected for the subsequent school year.

In Sullivan v. Centinela Valley Union High School District, the court held that a probationary teacher who avoided service of the notice may not assert failure of notice since it reasonably can be inferred that the teacher did so with knowledge of the nonreelection decision.

Such notices shall be delivered through personal service upon the employee, certified mail with return receipt, email, or another method which documents actual receipt of the notice by the employee.

Permanent Status

~~Note: The following optional paragraph is for use by districts with 250 ADA or more and those districts with less than 250 ADA that grant permanent status.~~

~~Granting of permanent status shall be based on completion of the probationary period in accordance with applicable law. Employees granted permanent status acquire specific rights under the Education Code, including those relating to discipline and dismissal. (Education Code 44932-44988)~~

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

Legal Reference: (see next page)

PROBATIONARY/PERMANENT STATUS (continued)

Legal Reference:

EDUCATION CODE

44466 *Status of university interns*

44850.1 *No tenure in administrative or supervisory position*

44885.5 *Status of district interns*

44908 *Complete year for probationary employees*

44909 *Classification of certificated employees in categorically funded projects*

~~44911~~ 44910-44913 *Service not computed in eligibility for permanent status*

44915 *Classification of probationary employees*

44917-44921 *Status of substitute or temporary employees*

44929.20 *Continuing contracts (not to exceed four years - ADA under 250)*

44929.21 *Districts of 250 ADA or more*

44929.23 *Districts with less than 250 ADA*

44929.28 *Employment by another district*

44930-44988 *Resignations, dismissals and leaves of absence, especially:*

44948.2 *Election to use provisions of Section 44948.3*

44948.3 *Dismissal of probationary employees*

44948.5 *Nonreelection procedures, districts under 250 ADA*

44949 *Cause, notice and right to hearing required for dismissal of probationary employee*

44955 *Reduction in number of permanent employees*

COURT DECISIONS

Grace v. Beaumont Unified School District (2013) 216 Cal. App. 4th 1325

Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 203 Cal. App. 4th 1552

Sullivan v. Centinela Valley Union High School District (2011) 194 Cal. App. 4th 69

California Teachers Assn. v. Vallejo City Unified School District (2007) 149 Cal. App. 4th 135, 146

Hoschler v. Sacramento City Unified School District (2007) 149 Cal. App. 4th 258

Bakersfield Elementary Teachers Assn. v. Bakersfield City School District (2006) 145 Cal. App. 4th 1260, 1280

Fischer v. Los Angeles Unified School District (1999) 70 Cal. App. 4th 87

Bellflower Education Assn. v. Bellflower Unified School District (1991) 228 Cal. App. 3d 805

Fontana Teachers Assn. v. Fontana Unified School District (1988) 201 Cal. App. 3d 1517

Grimsley v. Board of Trustees (1987) 189 Cal. App. 3d 1440

CSBA Sample Administrative Regulation

Certificated Personnel

AR 4116(a)

PROBATIONARY/PERMANENT STATUS

Note: The following administrative regulation is for use by districts that grant permanent status to certificated employees following successful completion of a probationary period as specified in law. Pursuant to Education Code 44929.23, districts with an average daily attendance (ADA) of less than 250 may choose to not grant permanent status; see the accompanying Board policy.

Permanent Status (Districts of 250 ADA or More)

A probationary teacher who has been employed by the district in a position or positions requiring certification for two complete consecutive school years and is then rehired for the next succeeding school year shall become a permanent employee at the beginning of the third year. (Education Code 44929.21)

Note: Pursuant to Education Code 44929.21 and 44929.23, districts of 250 ADA or more and districts of less than 250 ADA that grant permanent status (Option 1 below), must notify an employee on or before March 15 of the employee's second complete consecutive school year of employment of the decision to whether to reelect the employee for the next school year. If the district does not provide that notice, the employee is deemed to be reelected for the next school year. See AR 4117.6—Decision Not to Rehire.

Permanent Status (Districts with Less than 250 ADA)

Note: Option 1 below is for use by districts with less than 250 ADA that grant permanent status after two consecutive years; this option must be used by districts desiring the right to dismiss probationary certificated employees by nonreelection for a subsequent school year without a hearing pursuant to Education Code 44929.21 and 44929.23. Districts making this election also achieve broader rights to dismiss the probationary teacher during the school year pursuant to Education Code 44948.2 and 44948.3. (See AR 4117.6—Decision Not to Rehire and AR 4118—Dismissal/Suspension/Disciplinary Action.) Once the district elects to have this right and give permanent status after two years as described in Option 1, its decision is irreversible and it can no longer delay or deny the granting of permanent status as described in Option 2 or 3.

Options 2 and 3 may be selected by districts with less than 250 ADA that have not elected to dismiss probationary employees pursuant to Education Code 44948.2 and 44948.3. Such districts still have the choice of granting permanent status to certificated employees after they have completed three consecutive years of service (Option 2), or, if the Board does not choose to grant permanent status, employees may be reelected from year to year without becoming permanent employees (Option 3). Because of the ramifications of this decision, districts should seek legal counsel before choosing one of these options.

OPTION 1: A probationary teacher who has been employed by the district in a position or positions requiring certification for two complete consecutive school years and is then rehired for the next succeeding school year shall become a permanent employee at the beginning of the third year. (Education Code 44929.23)

PROBATIONARY/PERMANENT STATUS (continued)

~~OPTION 2: A probationary teacher who has been employed by the district in a position or positions requiring certification for three complete consecutive school years and is then rehired for the next succeeding school year may become a permanent employee at the beginning of the fourth year. This grant of permanent status may only be made specifically by and at the discretion of the Board. (Education Code 44929.23)~~

~~OPTION 3: Permanent status shall not be granted to certificated district employees. (Education Code 44929.23)~~

~~(cf. 4115 – Evaluation/Supervision)~~

~~(cf. 4117.6 – Decision Not to Rehire)~~

~~(cf. 4118 – Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 4121 – Temporary/Substitute Personnel)~~

Eligibility for Permanent Status

A probationary employee who, in any one school year, has served for at least 75 percent of the number of days maintained by regular district schools shall be deemed to have served a complete school year. (Education Code 44908)

The following shall not be included for purposes of computing the service required as a prerequisite to classification as a permanent employee:

- 1. Service as an instructor in classes conducted at regional occupational centers or programs (Education Code 44910)**
- 2. Service under a provisional credential other than a one-year emergency credential (Education Code 44911)**
- 3. Service only as a teacher of basic military drill in high school cadet companies (Education Code 44912)**
- 4. Employment in summer school (Education Code 44913)**

PROBATIONARY/PERMANENT STATUS (continued)**Interns**

Note: AB 552 (Ch. 138, Statutes of 1997) amended Education Code 44466 to make the requirements for the attainment of permanent status by university interns authorized pursuant to Education Code 44450 consistent with the requirements for district interns authorized pursuant to Education Code 44325.

A person employed as a district or university intern shall be classified as a probationary employee. Following completion of the internship, if **he/she is** reelected by the district to serve in a position requiring certification qualifications for the next succeeding school year, **he/she the employee** shall continue to be classified as a probationary employee during that year. (Education Code 44466, 44885.5)

(cf. 4112.21 - Interns)

Note: The following paragraph should be used only by districts that grant permanent status to certificated staff.

~~A person~~ **An employee** who has completed an internship and at least one complete school year in a position requiring certification qualifications within the district shall be granted permanent status when **he/she the employee** is reelected for the next succeeding school year to a position requiring certification qualifications. (Education Code 44466, 44885.5)

(10/95 2/98) 10/19

CSBA Sample Board Policy

All Personnel

BP 4119.22(a)

4219.22

DRESS AND GROOMING

4319.22

Note: The following **optional** policy may be revised to reflect district practice. Government Code 12949, several court cases, and Public Employment Relations Board (PERB) decisions support districts' non-negotiable management prerogative to adopt a dress code. However, in 22 PERC P29, 136, PERB determined that districts must provide the exclusive bargaining representative with an opportunity to bargain over the "effects" of the dress code which may have an impact on matters within scope of representation. Districts should consult legal counsel when prescribing or prohibiting specific items of clothing.

The Governing Board believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and do not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

(cf. 0415 - Equity)

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

(cf. ~~4112.21/4212.21/4312.21~~ 4119.21/4219.21/4319.21 - Professional Standards)

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

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

The district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

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

(cf. 4030 - Nondiscrimination in Employment)

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

Note: Government Code 12926, as amended by SB 188 (Ch. 58, Statutes of 2019), defines "race," for purposes of prohibiting employment discrimination, as including traits historically associated with race, such as hair texture and protective hairstyles, as defined.

The district shall not discriminate against employees based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Government Code 12926)

In addition, the The district shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)

DRESS AND GROOMING (continued)

This policy shall be presented to employees upon employment, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation

12926 Definitions

12940 Unfair employment practices

12949 Dress standards, consistency with gender identity

COURT DECISIONS

San Mateo City School District v. PERB (1983) 33 Cal. 3d 850

Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100

East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 856 838

Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District (1998) 22 PERC P29, 136

Inglewood Unified School District (1985) 10 PERC P17, 000

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

Transgender Rights in the Workplace

WEB SITES

California Department of Fair Employment and Housing: <https://www.dfeh.ca.gov>

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

(7/04 5/19) 10/19

CSBA Sample Board Policy

Classified Personnel

BP 4216(a)

PROBATIONARY/PERMANENT STATUS

Note: Education Code 45113 mandates the Governing Board in a non-merit system district to develop rules and regulations establishing a period of probationary service of no more than one year for the personnel management of classified employees. For districts establishing the merit system pursuant to Education Code 45240-45320, rules for the efficient running of the classified service are established by the personnel commission pursuant to Education Code 45260. The following policy may be revised to reflect district practice, the collective bargaining agreement, or personnel commission rules.

These rules and regulations are often included in the collective bargaining agreement; if so, a separate policy is not mandated. All parts of the following policy may be revised to reflect district practice; the first two paragraphs should be revised to reflect the duration of probationary period used in the district. This policy applies only to districts not incorporating the merit system (Education Code 45240-45320).

Employees newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed one year of probationary service. Upon satisfactorily completing this period, they shall become permanent classified employees of the district.

The Governing Board desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

Note: The following paragraph should be revised to reflect the specific length of the probationary period prescribed by the district, provided the probationary period does not exceed the time limits specified below.

Education Code 45113, as amended by AB 1353 (Ch. 542, Statutes of 2019), shortened the maximum length of the required probationary period in non-merit system districts from one year to six months or 130 days of paid service, whichever is longer. Therefore, the maximum length of the required probationary period for non-merit districts is now the same as that of districts incorporating the merit system as provided under Education Code 45301. Education Code 45113, as amended, will not override any conflicting provision of a collective bargaining agreement entered into before January 1, 2020, until the collective bargaining agreement expires or is renewed.

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the district. (Education Code 45113, 45301)

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

PROBATIONARY/PERMANENT STATUS (continued)

(cf. 4215 - Evaluation/Supervision)

The ~~Superintendent or designee~~ **district** may, **without cause**, dismiss ~~an~~ **a new** employee during the ~~initial~~ probationary period.

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

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed **the probationary period** ~~one year of service in that position~~.

Note: AB 365 (Ch. 844, Statutes of 2001) amended Education Code 45113 to add the following requirement.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which ~~he/she~~ **the employee** was promoted. (Education Code 45113)

This policy shall be made available to classified employees and the public. (Education Code 45113)

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

Legal Reference:

EDUCATION CODE

45113 *Rules and regulations for classified service in districts not incorporating the merit system*

45240-45320 *Merit system*

Management Resources:

WEB SITES

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

(6/96 7/02) 10/19

Policy Reference UPDATE Service

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CSBA Sample Board Policy

Classified Personnel

BP 4218(a)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

Note: The following policy is for use by districts that have not incorporated the merit system for classified employees pursuant to Education Code 45240-45320. For procedures applicable to districts that have incorporated the merit system, see BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

The following policy is subject to collective bargaining and may be deleted or revised by any district whose collective bargaining agreement covers classified employee dismissal, suspension, and other disciplinary action. **To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail.**

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, **and or** administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 4000 - Concepts and Roles)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

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

(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4200 - Classified Personnel)

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

(cf. 4030 - Nondiscrimination in Employment)

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

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

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

A probationary classified employee may be dismissed by the Superintendent or designee at any time prior to the expiration of the probationary period.

(cf. 4216 - Probationary/Permanent Status)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Note: Education Code 45113 **mandates** districts not incorporating the merit system to prescribe, by written rule or regulation, causes and procedures for disciplinary action against permanent classified employees. Also see the accompanying administrative regulation.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

Note: The following section should be revised to reflect district practice.

In *Skelly v. State Personnel Board*, the California Supreme Court held that permanent public employees have a right to certain due process protections prior to any punitive disciplinary action, such as termination, suspension, or demotion. These procedural rights include notice of the proposed materials upon which the action is based and the right to respond, either orally or in writing, to the individual recommending that discipline be imposed. These procedural rights are designed to protect an employee who may be wrongfully disciplined, without necessitating a full evidentiary hearing before the Governing Board. Therefore, CSBA recommends that the Superintendent or designee appoint a Skelly officer to evaluate whether there are reasonable grounds for believing that the employee engaged in the alleged misconduct and whether the proposed discipline is justified.

~~Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any recommendation for disciplinary action against the employee, including a time period during which the employee may request a hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.~~

~~Pursuant to Education Code 45113, the Governing Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. The following section is for use by boards who conduct their own hearing and should be revised by boards that use a hearing officer.~~

~~As amended by AB 2234 (Ch. 996, Statutes of 2018), Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6. In conducting hearings on such matters, the administrative law judge is required to comply with Education Code 44990-44994, as added by AB 2234, pertaining to the testimony of minor witnesses.~~

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Note: Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any disciplinary action against the employee, including a time period during which the employee may request a **Board** hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.

Pursuant to Education Code 45113, the Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third-party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. ~~The following section is for use by boards who conduct their own hearing and should be revised by boards that use a hearing officer.~~ **Districts that refer all disciplinary matters to a third-party hearing officer rather than holding Board hearings should revise the remainder of this section accordingly.**

Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6.

~~If a permanent classified employee receives a notice from the Superintendent or designee of a recommended suspension, demotion, involuntary reassignment, or dismissal, the employee may request a Board hearing on the matter.~~

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board, ~~except that, if the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee.~~ (Education Code 45113, 45312)

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

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

(cf. 9321 - Closed Session)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing **or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action,** the Board shall affirm, modify, or reject the **recommended** disciplinary action ~~recommended by the Superintendent or designee~~. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

In lieu of holding a Board hearing on the sufficiency of the causes for disciplinary action, the Board may delegate its authority to an impartial third-party hearing officer. When the matter is heard by a third-party hearing officer, the Board retains the authority to review the determination and to adopt or reject the recommended decision. (Education Code 45113)

If the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

determine whether sufficient cause exists for disciplinary action against the employee. In such cases involving an allegation of egregious misconduct, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Legal Reference:

EDUCATION CODE

- 35161 Delegation of powers and duties
- 44009 Conviction of specified crimes
- 44010 Sex offense
- 44011 "Controlled substance offense" defined
- 44031 Personnel file
- 44940 Leave of absence; employee charged with mandatory or optional leave of absence offense
- 44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security
- 44990-44994 Testimony of minor witnesses at dismissal or suspension hearings
- 45101 Definitions (including "disciplinary action," "cause")
- 45109 Fixing of duties
- 45113 Rules and regulations for classified service in districts not incorporating the merit system
- 45123 Employment after conviction of sex or narcotics offense
- 45124 Dismissal of sexual psychopath
- 45202 Transfer of accumulated sick leave and other benefits following dismissal
- 45240-45320 Merit system, classified employees

CODE OF CIVIL PROCEDURE

- 1286.2 Grounds for vacating decision of arbitrator

GOVERNMENT CODE

- 11500-11529 Administrative adjudication
- 12900-12996 Fair Employment and Housing Act
- 54957 Brown Act open meeting laws; closed session

HEALTH AND SAFETY CODE

- 11054 Schedule I; substances included
- 11055 Schedule II, substances included
- 11056 Schedule III, substances included
- 11357-11361 Marijuana
- 11363 Peyote
- 11364 Opium
- 11370.1 Possession of controlled substances with a firearm

Legal Reference continued: (see next page)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Legal Reference: (continued)

PENAL CODE

187 Murder

667.5 Sex offenders

830.32 Peace officers employed by district

1192.7 Violent or serious felony

11165.2-11165.6 Child abuse or neglect, definitions

VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

COURT DECISIONS

California School Employees Association v. Bonita Unified School District (2008) No. B200141

California School Employees v. Livingston Union School District (2007) 149 Cal.App 4th 391

CSEA v. Foothill Community College District (1975) 52 Cal.App. 3rd 150, 155-156, 124 Cal. Rptr 830

Skelly v. State Personnel Board (1975) 15 Cal. 3d 194

(7/19) 10/19

CSBA Sample Administrative Regulation

Classified Personnel

AR 4218(a)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

Causes for Disciplinary Action

Note: The following section should be revised to reflect district practice. Education Code 45113 **mandates** districts not incorporating the merit system to prescribe, by rule or regulation, causes for disciplinary action against permanent classified employees. Pursuant to Education Code 45101, such employees may be disciplined only for cause as so prescribed.

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

Note: Pursuant to Education Code 45122.1, 45123, and 45124, districts must not continue to employ anyone who has been convicted of a specified sex offense, controlled substance offense, or violent or serious offense as defined, except for employees who have been rehabilitated or had their conviction reversed or the charges dismissed. Also see AR 4112.5/4212.5/4312.5 - Criminal Record Check.

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance

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

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

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

(cf. 4159/4259/4359 - Employee Assistance Program)

12. Destruction or misuse of district property

(cf. 4040 - Employee Use of Technology)

13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointment and Conditions of Employment)

<p>Note: Pursuant to the federal Americans with Disabilities Act (42 USC 12101-12213) and the state's Fair Employment and Housing Act (Government Code 12900-12996), the district has a duty to reasonably accommodate qualified employees with known disabilities, except when such accommodation would cause an undue hardship to the district. This accommodation is not required for individuals who are not otherwise qualified for the job.</p>

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

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

16. Violation of Education Code 45303 or Government Code 1028 (advocacy of communism)
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

(cf. 5145.2 - Freedom of Speech/Expression)

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

(cf. 4216 - Probationary/Permanent Status)

Initiation and Notification of Charges

Note: Pursuant to Skelly v. State Personnel Board, permanent public employees are entitled to due process before any punitive disciplinary action, such as termination, suspension, or demotion, may be taken against such employees. These procedural rights include provision of notice of the materials upon which the proposed action is based and the right to respond, either orally or in writing, to a district official ("Skelly officer") who is designated to decide whether the recommended discipline should be imposed.

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

Note: Education Code 45113 **mandates** districts to adopt disciplinary procedures which contain provisions for giving classified employees a written notice of specific charges, the employee's right to a hearing on those charges, the time within which the hearing may be requested, and a card or paper to complete to request a hearing.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

The Superintendent or designee shall file any **final** recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

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

Request for Board Hearing

Note: As provided in the section "Initiation and Notification of Charges" above, Education Code 45113 requires that the notice of disciplinary action include the time within which a hearing may be requested, which cannot be less than five days after service of the notice to the employee. In California School Employees Association v. Livingston Union School District, the appeals court ruled that the district failed to provide due process to an employee when it denied the employee the opportunity to request a hearing based on the employee's failure to respond within five days after service of the notice. The district's policy had established the date of "service of the notice" as the date of mailing, but the employee was a 10-month employee who was out of town when the notice was delivered. The court held that the notice was not "reasonably calculated" to provide an opportunity to timely request a hearing. Thus, it is recommended that districts use the date of the employee's receipt of the notice as the date upon which the five-day response period begins. **For further information on the evidentiary hearing conducted by the Board or a hearing officer, see the accompanying Board policy.**

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)**Employment Status Pending a Hearing**

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Compulsory Leave of Absence

Note: State law requires that classified employees in merit system districts and certificated employees be immediately placed on compulsory leave of absence following conviction for certain offenses specified in Education Code 44940, and gives districts discretion to place such employees on leave for other specified offenses. Although existing state law does not explicitly provide for application to classified employees in nonmerit system districts, such districts have authority pursuant to Education Code 45113 to establish causes for suspension or dismissal. The following section may be revised to reflect district practice.

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

(6/94 7/19) 10/19

CSBA Sample Board Policy

Students

BP 5131(a)

CONDUCT

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

The Governing Board believes that all students have the right to be educated in a **safe and** positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5131.1 - Bus Conduct)
(cf. 5137 - Positive School Climate)
(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Note: The district may modify, delete, or add to the **optional** items below to reflect district practice. Also see AR 5144.1 - Suspension and Expulsion/Due Process for conduct that constitutes grounds for suspension or expulsion.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats

(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5142 - Safety)

Note: ~~Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), requires the Governing Board to adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics and requires school personnel who witness such acts to take immediate steps to intervene when safe to do so; see BP 5131.2 - Bullying, AR 5145.3 - Nondiscrimination/Harassment, and BP/AR 5145.7 - Sexual Harassment. In addition, AB 1156 (Ch. 732, Statutes of 2011) amended Education Code 32282 to encourage comprehensive safety plans to include policies and procedures aimed at the prevention of bullying; see BP 0450 - Comprehensive Safety Plan.~~

2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption **to the school program**

CONDUCT (continued)

(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

3. Conduct that disrupts the orderly classroom or school environment

(cf. 5131.4 - Student Disturbances)

4. Willful defiance of staff's authority

5. Damage to or theft of property belonging to students, staff, or the district

(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131.5 - Vandalism and Graffiti)

~~The district shall not be responsible for students' personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged.~~

6. Obscene acts or use of profane, vulgar, or abusive language

(cf. 5145.2 - Freedom of Speech/Expression)

7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited **drugs substances**

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)

Note: Penal Code 417.27 prohibits students from possessing laser pointers on school premises, unless the pointer is used for valid instructional or other school-related purpose, as provided in item #8 below. Penal Code 417.25 states that aiming or pointing a laser scope (i.e., a portable device capable of projecting a laser light on objects at a distance) at another person in a threatening manner, whether or not the laser scope is attached to a firearm, may be a misdemeanor if intended to cause a person fear of bodily harm.

8. Possession or use of a laser pointer, unless for a valid instructional or other school-related purpose **with prior permission of the principal or designee** (Penal Code 417.27)

~~Prior to bringing a laser pointer on school premises for a valid instructional or school-related purpose, a student shall obtain permission from the principal or designee.~~

CONDUCT (continued)

Note: Pursuant to Education Code 48901.5, the district may regulate the use of electronic signaling devices that operate through the transmission or receipt of radio waves. ~~Districts that choose to prohibit all possession of such devices on campus should revise item #9 accordingly; however,~~ **However**, student use of such devices may not be prohibited if essential for a student's health.

Additionally, Education Code 48901.7, as added by AB 272 (Ch. 42, Statutes of 2019), authorizes the Governing Board to limit or prohibit student use of smartphones while at school or while under the supervision and control of an employee of the district, except under specified circumstances. See BP 5131.8 - Mobile Communication Devices.

9. Use of a ~~cellular/digital telephone,~~ **cell phone, smart watch,** pager, or other mobile communications device during instructional time **or in an unauthorized manner in violation of district policy**

(cf. 5131.8 - Mobile Communication Devices)
(cf. 6163.4 - Student Use of Technology)

~~Such devices shall be turned off in class, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other district employee, and at any other time directed by a district employee. Any device with camera, video, or voice recording function shall not be used in any manner which infringes on the privacy rights of any other person.~~

~~No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to purposes related to the student's health. (Education Code 48901.5)~~

10. Plagiarism or dishonesty on school work or tests

(cf. 5131.9 - Academic Honesty)
(cf. 6162.54 - Test Integrity/Test Preparation)
(cf. 6162.6 - Use of Copyrighted Materials)

11. ~~Inappropriate attire~~ **Wearing of any attire that violates district or school dress codes, including gang-related apparel**

(cf. 5132 - Dress and Grooming)
(cf. 5136 - Gangs)

12. Tardiness or unexcused absence from school

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5113.11 - Attendance Supervision)
(cf. 5113.12 - District School Attendance Review Board)

CONDUCT (continued)

13. Failure to remain on school premises in accordance with school rules

(cf. 5112.5 - Open/Closed Campus)

Employees are expected to ~~provide appropriate supervision to~~ enforce standards of conduct and, ~~if when~~ they observe or receive a report of a violation of these standards, to ~~immediately~~ **appropriately** intervene or ~~call for~~ **seek** assistance. ~~If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or an administrator for further investigation.~~ **As necessary, the employee shall refer the matter to a supervisor or the principal or designee.**

Note: When school officials want to search a student or ~~his/her~~ **a student's** belongings (e.g., backpack, purse, cell phone, ~~or other mobile communication device, or~~ computer) as part of an investigation of suspected student misconduct, the legality of the search will depend on whether the search is "reasonable" (New Jersey v. T.L.O); see BP/AR 5145.12 - Search and Seizure. The "reasonableness" of a search depends on (1) whether there is individualized suspicion that the search will turn up evidence of a student's violation of the law or school rules and (2) whether the search is reasonably related to the objectives of the search and not excessively intrusive in light of the student's age, gender, and/or the nature of the infraction. It is recommended that the district consult with legal counsel as appropriate.

When a school ~~official~~ **employee** suspects that a search of a student or ~~his/her~~ **a student's** belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

(cf. 5145.12 - Search and Seizure)

When a student uses any prohibited device, or uses a permitted device in ~~an unethical or illegal activity~~ **an unauthorized manner**, a district employee may confiscate the device. The employee shall store the ~~item in a secure manner until an appropriate time~~ **device securely until it is returned to the student or turned over to the principal or designee, as appropriate.**

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)**(cf. 5020 - Parent Rights and Responsibilities)**(cf. 5127 - Graduation Ceremonies and Activities)**(cf. 5138 - Conflict Resolution/Peer Mediation)**(cf. 5144 - Discipline)*

CONDUCT (continued)

(cf. 5144.1 - Suspension and Expulsion/Due Process)
 (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
 (cf. 6020 - Parent Involvement)
 (cf. 6145 - Extracurricular and Cocurricular Activities)
 (cf. 6159.4 - Behavioral Interventions for Special Education Students)
 (cf. 6164.2 - Guidance/Counseling Services)
 (cf. 6164.5 - Student Success Teams)
 (cf. 6184 - Continuation Education)
 (cf. 6185 - Community Day School)

Note: The following **optional** paragraph addresses students' off-campus conduct during nonschool hours; also see BP 5145.2 - Freedom of Speech/Expression. In general, the courts have upheld districts' discipline of students for off-campus conduct that posed a threat to the safety of other students, staff, or school property or presented a risk of substantial disruption of school activities, provided that the district was able to document the impact or disruption that the conduct had, or could be expected to have, on school activities. In addition, courts have analyzed the reasonableness of the district's policy and whether the disciplinary action taken by the district was in proportion to the student's misbehavior. In adopting policy related to off-campus conduct, districts should consult with legal counsel to ensure that the policy does not violate students' First Amendment rights to freedom of speech or expression.

AB 256 (Ch. 700, Statutes of 2013) amended Pursuant to Education Code 48900, to clarify that districts have the authority to suspend or expel students who engage in cyberbullying off campus, provided that the act meets the criteria specified in the definition of "bullying" in Education Code 48900 (i.e., a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to his/her the student's person or property, causing a substantially detrimental effect on his/her the student's physical or mental health, causing substantial interference with his/her the student's academic performance, or causing substantial interference with his/her the student's ability to participate in or benefit from school services, activities, or privileges); see BP 5131.2 - Bullying.

In adopting policy related to off-campus conduct, districts should consult with legal counsel to ensure that the policy does not violate students' First Amendment rights to freedom of speech or expression. Also see BP 5145.2 - Freedom of Speech/Expression.

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

Legal Reference: (see next page)

CONDUCT (continued)*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289 Comprehensive safety plan

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension and expulsion

51512 Prohibition against electronic listening or recording device in classroom without permission

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

417.25-417.27 Laser scope or laser pointer

647 Use of camera or other instrument to invade person's privacy; misdemeanor

653.2 Electronic communication devices, threats to safety

VEHICLE CODE

23123-23124 Prohibitions against use of electronic devices while driving

CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

UNITED STATES CODE, TITLE 42~~2000h-2000h6~~ **20 USC 1681-1688** Title IX, 1972 Education Act AmendmentsCOURT DECISIONS*J.C. v. Beverly Hills Unified School District* (2010) 711 F.Supp.2d 1094*LaVine v. Blaine School District* (~~2000~~ **2001**, 9th Cir.) 257 F.3d 981*Emmett v. Kent School District No. 415* (2000) 92 F.Supp. 1088*Bethel School District No. 403 v. Fraser* (1986) 478 U.S. 675*New Jersey v. T.L.O.* (1985) 469 U.S. 325*Tinker v. Des Moines Independent Community School District* (1969) 393 U.S. 503*Management Resources:*CSBA PUBLICATIONS*Safe Schools: Strategies for Governing Boards to Ensure Student Success*, 2011*Providing a Safe, Nondiscriminatory School Environment for All Students*, Policy Brief, April 2010*Cyberbullying: Policy Considerations for Boards*, Policy Brief, July 2007CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*Bullying at School*, 2003WEB SITESCSBA: <http://www.csba.org>California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>Center for Safe and Responsible Internet Use: <http://cyberbully.org><https://www.ewa.org/organization/center-safe-and-responsible-internet-use>~~National School Boards Association: <http://www.nsba.org>~~National School Safety Center: <http://www.schoolsafety.us>U.S. Department of Education: <http://www.ed.gov>

(3/10 3/12) 10/19

Policy Reference UPDATE ServiceCopyright 2019 by **California School Boards Association**, West Sacramento, California 95691

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CSBA Sample Board Policy

Students

BP 5131.8(a)

MOBILE COMMUNICATION DEVICES

Note: The following optional policy may be revised to reflect district practice. Education Code 48901.7, as added by AB 272 (Ch. 42, Statutes of 2019), authorizes the Governing Board to limit or prohibit student use of smartphones while at school or while under the supervision and control of a district employee, except for specified purposes. In addition, Education Code 48901.5 authorizes the district to regulate the use of electronic signaling devices that operate through the transmission or receipt of radio waves unless essential for a student's health.

Districts that choose to regulate mobile communication devices differently based on grade level may revise this policy accordingly.

The Governing Board recognizes that the use of smartphones and other mobile communication devices on campus may be beneficial to student learning and well-being, but could be disruptive of the instructional program in some circumstances. The Board permits limited use of mobile communication devices on campus in accordance with law and the following policy.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.2 - Bullying)

(cf. 5131.4 - Student Disturbances)

(cf. 5131.9 - Academic Honesty)

(cf. 5137 - Positive School Climate)

(cf. 5141.52 - Suicide Prevention)

(cf. 6163.4 - Student Use of Technology)

Students may use cell phones, smart watches, pagers, or other mobile communication devices on campus during noninstructional time as long as the device is utilized in accordance with law and any rules that individual school sites may impose.

Mobile communication devices shall be turned off during instructional time. However, a student shall not be prohibited from possessing or using a mobile communication device under any of the following circumstances: (Education Code 48901.5, 48901.7)

- 1. In the case of an emergency, or in response to a perceived threat of danger**
- 2. When a teacher or administrator grants permission to the student to possess or use a mobile communication device, subject to any reasonable limitation imposed by that teacher or administrator**
- 3. When a licensed physician or surgeon determines that the possession or use is necessary for the student's health and well-being**

MOBILE COMMUNICATION DEVICES (continued)

4. When the possession or use is required by the student's individualized education program

(cf. 6159 - Individualized Education Program)

Smartphones and other mobile communication devices shall not be used in any manner which infringes on the privacy rights of any other person.

Note: A search of a student's personally owned mobile communication device may be subject to the Fourth Amendment of the U.S. Constitution which prohibits unreasonable search and seizure. When school officials want to search a student's mobile communication device as part of an investigation of suspected student misconduct, the legality of the search will depend on whether the search is "reasonable" (*New Jersey v. T.L.O.*). The "reasonableness" of a search depends on (1) whether there is individualized suspicion that the search will turn up evidence of a student's violation of the law or school rules and (2) whether the search is reasonably related to the objectives of the search and not excessively intrusive in light of the student's age, gender, and/or the nature of the infraction. It is recommended that the district consult with legal counsel as appropriate. See BP/AR 5145.12 - Search and Seizure.

When a school official reasonably suspects that a search of a student's mobile communication device will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

(cf. 5145.12 - Search and Seizure)

(cf. 5145.2 - Freedom of Speech/Expression)

When a student uses a mobile communication device in an unauthorized manner, the student may be disciplined and a district employee may confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

Note: The following optional paragraph addresses students' off-campus conduct during nonschool hours. In general, the courts have upheld districts' discipline of students for off-campus conduct that posed a threat to the safety of other students, staff, or school property or presented a risk of substantial disruption of school activities, provided that the district was able to document the impact or disruption that the conduct had, or could be expected to have, on school activities.

Pursuant to Education Code 48900, districts have the authority to suspend or expel students who engage in cyberbullying off campus, provided that the act meets the criteria specified in the definition of "bullying" in Education Code 48900 (i.e., a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to the student's person or property, causing a substantially detrimental effect on the student's physical or mental health, causing substantial interference with the student's academic performance, or causing substantial interference with the student's ability to participate in or benefit from school services, activities, or privileges); see BP 5131.2 - Bullying.

MOBILE COMMUNICATION DEVICES (continued)

In adopting policy related to off-campus conduct, districts should consult with legal counsel to ensure that the policy does not violate students' First Amendment rights to freedom of speech or expression. Also see BP 5145.2 - Freedom of Speech/Expression.

A student may also be subject to discipline, in accordance with law, Board policy, or administrative regulation, for off-campus use of a mobile communication device which poses a threat or danger to the safety of students, staff, or district property or substantially disrupts school activities.

The Superintendent or designee shall inform students that the district will not be responsible for a student's mobile communication device which is brought on campus or to a school activity and is lost, stolen, or damaged.

Legal Reference: (see next page)

MOBILE COMMUNICATION DEVICES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289 Comprehensive safety plan

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension and expulsion, especially:

48901.5 Regulation of possession or use of electronic signaling devices

48901.7 Limitation or prohibition of student use of cell phones

51512 Prohibition against electronic listening or recording device in classroom without permission

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

647 Use of camera or other instrument to invade person's privacy; misdemeanor

653.2 Electronic communication devices, threats to safety

VEHICLE CODE

23123-23124 Prohibitions against use of electronic devices while driving

CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness

COURT DECISIONS

J.C. v. Beverly Hills Unified School District (2010) 711 F.Supp.2d 1094

New Jersey v. T.L.O. (1985) 469 U.S. 325

Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503

Management Resources:

CSBA PUBLICATIONS

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

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

Center for Safe and Responsible Internet Use: <https://www.ewa.org/organization/center-safe-and-responsible-internet-use>

National School Safety Center: <http://www.schoolsafety.us>

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

CSBA Sample Board Policy

Students

BP 5132(a)

DRESS AND GROOMING

Note: The following policy may be revised to reflect district practice. Pursuant to Education Code 35183, districts that adopt a school uniform policy are **mandated** to include specified provisions; see section on "Uniforms" below.

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to wear clothing that is suitable for the school activities in which they participate. Students shall not wear clothing that presents a health or safety hazard or **is likely to cause** a substantial disruption to the educational program.

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

District and school rules pertaining to student attire shall be included in student handbooks, may be posted in school offices and classrooms, and may be periodically reviewed with all students as necessary.

Students shall not be prohibited from dressing in a manner consistent with their gender identity or gender expression or with their religious or cultural observance.

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Note: Education Code 212.1, as amended by SB 188 (Ch. 58, Statutes of 2019), defines "race," for purposes of prohibiting discrimination, as including traits historically associated with race, such as hair texture and protective hairstyles.

In addition, the dress code shall not discriminate against students based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Education Code 212.1)

Note: While students do not lose their constitutional rights by virtue of entering school grounds, numerous court decisions have found that the First Amendment rights of public school students are not necessarily the same as the rights of adults in other settings and must be viewed in light of the special circumstances of the school environment. In Hazelwood School District v. Kuhlmeier, the U.S. Supreme Court ruled that a school may limit student expression as long as its decision is reasonably related to "legitimate pedagogical concerns." For instance, districts may prohibit clothing that is vulgar or causes a substantial disruption to the educational program. Districts may also prohibit clothing that promotes drug use. While districts can regulate clothing that causes a "substantial disruption," districts cannot regulate student clothing simply because the district does not approve of the message displayed. The district's ability to prohibit "hate speech," including clothing with derogatory or demeaning messages, is unclear. The 9th Circuit Court in Harper v. Poway Unified School District ruled that a school could prohibit a student from wearing a t-shirt

DRESS AND GROOMING (continued)

with a religious viewpoint against homosexuality, citing a provision in Tinker v. Des Moines which held that schools may prohibit speech that "intrudes upon the rights of other students" and interferes with their learning. However, because the student had graduated, the U.S. Supreme Court vacated the Harper decision on appeal and thus its analysis cannot be relied upon. It is recommended that the district consult legal counsel in the development of this policy and whenever it has questions about the appropriate enforcement of this policy based on student expression.

The principal or designee is authorized to enforce this policy and shall inform any student who does not reasonably conform to the dress code. The dress code shall not be enforced in a manner that discriminates against a particular viewpoint or results in a disproportionate application of the dress code based on students' gender, sexual orientation, race, ethnicity, household income, or body type or size.

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

(cf. 0415 - Equity)

(cf. 5145.2 - Freedom of Speech/Expression)

School administrators, teachers, and other staff shall be notified of appropriate and equitable enforcement of the dress code.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

When practical, students shall not be directed to correct a dress code violation during instructional time or in front of other students.

Repeated violations or refusal to comply with the district's dress code may result in disciplinary action.

(cf. 5144 - Discipline)

Gang-Related Apparel

Note: Education Code 35183 authorizes the Governing Board to approve a site-initiated plan that prohibits the school's students from wearing gang-related apparel. The definition of "gang-related apparel" must be limited to apparel that reasonably could be determined to threaten the health and safety of the school environment, and the Board's approval must be based on a determination the policy is necessary for the health and safety of the school environment. In Marvin H. Jeglin et al v. San Jacinto Unified School District et al, a federal district court held that in order to justify a gang-related dress code, there must be evidence of a gang presence at a school and actual or threatened disruption or material interference with school activity. Education Code 32282 specifies that for the purpose of establishing a schoolwide dress code, gang-related apparel shall not be considered a protected form of speech pursuant to Education Code 48950.

District policy should not include a districtwide prohibition against wearing gang-related apparel. Pursuant to Education Code 35183, such a dress code must be initiated at the school-site level and apply only to the school where it is initiated.

DRESS AND GROOMING (continued)

The principal, staff, and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a proposed dress code shall be presented to the Board, which shall approve the plan upon determining that it is necessary to protect the health and safety of the school environment. The dress code policy may be included in the school's comprehensive safety plan. (Education Code 35183)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5136 - Gangs)

When determining specific items of clothing that may be defined as gang apparel, the school shall ensure that the determination is free from bias based on race, ethnicity, national origin, immigration status, or other protected characteristics.

Uniforms

Note: In Jacobs v. Clark County School District, the 9th Circuit Court of Appeals held that a district policy requiring students to wear school uniforms did not violate students' First Amendment right to freedom of speech or expression, as such policies are viewpoint-neutral and content-neutral and not intended to suppress the expression of particular ideas.

Pursuant to Education Code 35183, the Board may approve a school-initiated plan that requires a school's students to wear uniforms when the Board determines that the policy is necessary for the health and safety of the school environment.

The Board may approve a school-initiated dress code requiring students at the school to wear a school uniform whenever the Board determines that such a dress code will promote student achievement, a positive school climate, and/or student safety.

Note: If the Board adopts a dress code policy requiring uniforms for any school, Education Code 35183 requires that the Board provide a method whereby parents/guardians may choose to have their children exempted from the adopted school uniform policy. Education Code 35183 **mandates** that the Board policy include a statement that such students shall not be penalized academically, otherwise discriminated against, or denied attendance to school.

The Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against, or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms. (Education Code 35183)

Legal Reference: (see next page)

DRESS AND GROOMING (continued)

Legal Reference:

EDUCATION CODE

212.1 Nondiscrimination based on race or ethnicity

220 Nondiscrimination

32281 School safety plans

35183 School dress codes; uniforms

35183.5 Sun-protective clothing

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

COURT DECISIONS

Jacobs v. Clark County School District (2008) 26 F. 3d 419

Harper v. Poway Unified School District (2006) 445 App. 3d 166

Marvin H. Jeglin et al v. San Jacinto Unified School District et al (C.D. Cal. 1993)

827 F.Supp. 1459

Arcadia Unified School District v. California Department of Education (1992) 2 Cal. 4th 251

Hazelwood School District v. Kuhlmeier (1988) 108 S. Ct. 562

Hartzell v. Connell (1984) 35 Cal. 3d 899

Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503

(10/96 5/19) 10/19

CSBA Sample Administrative Regulation

Students

AR 5141.26(a)

TUBERCULOSIS TESTING

Note: The following **optional** administrative regulation may be revised to reflect district practice.

Any student ~~with~~ **who is reasonably suspected of having** active tuberculosis shall be excluded from attendance at a district school ~~in accordance with AR 5112.2~~ **Exclusions from Attendance until the student provides evidence of a certificate showing that the student is free of communicable tuberculosis. (Health and Safety Code 121485, 121495, 121505)**

(cf. 5112.2 - Exclusions from Attendance)

Note: Item #1 below is for use by districts that maintain elementary schools. See AR 5141.32 - Health Screening for School Entry for detailed requirements of the comprehensive health screening required by Health and Safety Code 124085. Pursuant to Health and Safety Code 124040, this health screening must include screening for tuberculosis.

Students shall be screened or tested for tuberculosis under the following circumstances:

Note: Item #1 below is for use by districts that maintain elementary schools. See AR 5141.32 - Health Screening for School Entry for detailed requirements of the comprehensive health screening required by Health and Safety Code 124040, 124085, and 124105. **The Child Health and Disability Prevention (CHDP) office of the California Department of Health Care Services (DHCS) and the California Department of Public Health (CDPH) clarify that this health screening includes screening for tuberculosis when required by the local health department. See DHCS' CHDP School Handbook: School Entry Health Examination Requirements and CDPH's California Immunization Handbook: Pre-Kindergarten (Child Care) and School Immunization Requirements for further information.**

1. **When required by the local health department as** ~~As~~ part of the comprehensive health screening required for school entry, parents/guardians shall, ~~within 90 days after their child's entry into first grade, provide evidence within 90 days after their child's entry into first grade~~ **certification evidencing** that their child has been screened for risk of tuberculosis within the preceding 18 months. **Such certification shall be on a form approved by the California Department of Health Care Services.** (Health and Safety Code 124040, 124085, 124105)

In lieu of the certificate, parents/guardians may submit a signed waiver indicating that they do not want or are unable to obtain the health screening and evaluation services for their child and, if applicable, the reasons that they are unable to obtain the services. (Health and Safety Code 124085)

(cf. 5141.32 - Health Screening for School Entry)

TUBERCULOSIS TESTING (continued)

Note: Health and Safety Code 121515 requires the Governing Board to cooperate with the county or city health officer in carrying out any programs ordered by the health officer for the tuberculosis examinations of individuals applying for first admission to any elementary or secondary school in the district, as provided in item #2 below. The Board is authorized to use district funds, property, and personnel for this purpose.

Pursuant to 22 CCR 41301-41303, the following requirements also pertain to children enrolling in a child care center or preschool.

2. Whenever ordered by the local health officer **for the preservation and protection of public health**, students seeking admission for the first time to a district school at any grade level shall submit to tuberculosis testing. ~~Any student~~ **Students who are** subject to the **health officer's** order shall be admitted to school as follows:
 - a. The Superintendent or designee shall unconditionally admit ~~the student if he/she,~~ **any student who,** prior to admission, submits a certificate, signed by any public or private medical provider, indicating that ~~he/she~~ **the student** has completed an approved tuberculosis examination and is free from active tuberculosis. (Health and Safety Code 121485, 121490, 121500; 22 CCR 41305, 41311, 41313)

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - School Health Services)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

~~A student shall not be required to obtain the~~ **The Superintendent or designee shall exempt a student from the requirement to submit a certificate if his/her the student's parent/guardian, or eustodian the student if an emancipated minor,** provides ~~the Superintendent or designee with~~ an affidavit stating that the required examination is contrary to ~~his/her~~ **one's personal** beliefs. If there is probable cause to believe that such a student has active tuberculosis, ~~he/she~~ **the student** may be excluded from school until the Superintendent or designee is satisfied that ~~he/she~~ **the student** is not afflicted. (Health and Safety Code 121505)

- b. A student who has not submitted the certificate **or personal beliefs affidavit** may be **conditionally** admitted ~~provided~~ **on condition** that ~~he/she~~ **the student** receives an approved tuberculin skin test within 10 school days after admission. A student who **has** had a positive skin test and has not subsequently obtained a chest x-ray may be **conditionally** admitted ~~if he/she~~ **on condition that the student** receives a chest x-ray within 20 school days after admission. Any student who fails to provide the certificate within those time periods shall be prohibited from further attendance until ~~he/she provides~~ the certificate **is provided**. (Health and Safety Code 121495; 22 CCR 41315, 41327)

TUBERCULOSIS TESTING (continued)

- c. Whenever the local health officer so orders, a student may be required to complete an additional examination and provide another certificate indicating that **he/she the student** is free of communicable tuberculosis. (Health and Safety Code 121485)
 - d. At the discretion of the local health officer, the district may admit a student without a certificate if **he/she the student** is undergoing or has already undergone preventive treatment for tuberculosis infection or treatment for tuberculosis disease. (22 CCR 41319)
3. Whenever the Superintendent or designee suspects that a student who has not been examined for tuberculosis either has the disease or has been exposed, **he/she the Superintendent or designee** shall immediately report by telephone to the local health officer. When required by the local health officer, the district shall exclude the student from school until **he/she the student** is certified to be free of communicable tuberculosis. (22 CCR 41329)

The Superintendent or designee shall maintain a record of any student's tuberculosis examination as part of the student's mandatory permanent student record. (22 CCR 41323)

(cf. 5125 - Student Records)

The Superintendent or designee shall annually file a report with the local health department on the results of tuberculosis examinations for all **individuals new district students** required to complete such examinations in accordance with item #2 above, including, but not necessarily limited to, the number of **individuals students** unconditionally and conditionally admitted and the number of **individuals students** exempted on the basis of their personal beliefs. (22 CCR 41325)

Note: The following paragraph is optional .
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All district staff shall receive information on how tuberculosis is spread and how it can be prevented and treated.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 5141.22 - Infectious Diseases)

Legal Reference: (see next page)

TUBERCULOSIS TESTING (continued)

Legal Reference:

EDUCATION CODE

48213 Prior parent notification of exclusion; exemption

49451 Parent's refusal to consent to health examination

HEALTH AND SAFETY CODE

120230 Exclusion of persons from school when residence is in isolation or quarantine

121365 Duties of local health officer re: tuberculosis control

121475-121520 Tuberculosis tests for students

124025-124110 Child Health and Disability Prevention Program

CODE OF REGULATIONS, TITLE 5

202 Exclusion of students with contagious disease

432 Student records

3030 Eligibility for special education; tuberculosis that adversely affects educational performance

CODE OF REGULATIONS, TITLE 22

41301-41329 Tuberculosis tests for students

Management Resources:

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES PUBLICATIONS

CHDP School Handbook: School Entry Health Examination Requirements, rev. January 2006

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

California Immunization Handbook: Pre-Kindergarten (Child-Care) and School Immunization Requirements, 10th Edition, July 2019

WEB SITES

American Lung Association: <http://www.lungusa.org>

California Department of Health Care Services: <https://www.dhcs.ca.gov>

California Department of Public Health, Tuberculosis Control: <http://www.cdph.ca.gov/programs/tb>

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TBCB.aspx>

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

Health Officers Association of California: <http://www.calhealthofficers.org>

CSBA Sample Board Policy

Students

BP 5142(a)

SAFETY

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

~~The Under the California Tort Claims Act (Government Code 810-996.6), provides that a district may be held liable for personal injuries caused by dangerous conditions on school property and could be liable for its employees' failure to use reasonable care to prevent foreseeable injuries resulting from school activities. The court in Dailey v. Los Angeles Unified School District held that, within Within the scope of their employment, school staff must exercise the degree of care "which a person of ordinary prudence, charged with (comparable) duties, would exercise under the same circumstances." (Dailey v. Los Angeles Unified School District) In J.H. v. Los Angeles Unified School District, the court held that the district had a duty to use ordinary care in supervising the after-school program.~~

~~With regard to sports athletic activities, the court in Kahn v. East Side Union High School District held that schools have no legal duty to eliminate risks inherent in the sport activity itself because students are deemed to assume those risks by participating in the activity. However, but schools do have a duty to use exercise due care not to increase the risks over and above those inherent in the sport. (Kahn v. East Side Union High School District)~~

~~The following optional policy should be modified to reflect district practice.~~

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and ~~helps ensure~~ **promotes student safety and well-being,** and the prevention of student injury. ~~The Superintendent or designee shall implement appropriate practices—~~ **measures shall be implemented** to minimize the risk of harm to students, including, but not limited to, ~~practices relative to~~ **protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, the outdoor environment, and guiding student participation in** educational programs and school-sponsored activities.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3320 - Claims and Actions Against the District)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3514.2 - Integrated Pest Management)

(cf. 3515 - Campus Security)

(cf. 3515.21 - Unmanned Aircraft Systems (Drones))

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3530 - Risk Management/Insurance)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.22 - Infectious Diseases)

(cf. 5142.1 - Identification and Reporting of Missing Children)

SAFETY (continued)

(cf. 5143 - Insurance)

(cf. 5144 - Discipline)

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

(cf. 6145.2 - Athletic Competition)

(cf. 6163.2 - Animals at School)

(cf. 7111- Evaluating Existing Buildings)

Staff-School staff shall be responsible for the proper supervision of students **at all times when students are subject to district rules, including, but not limited to,** during school hours, **during** school-sponsored activities, **before and after-school programs, morning drop-off and afternoon pick-up,** and while students are using district transportation ~~to and from school.~~

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety **and emergency procedures,** as well as injury and disease prevention.

(cf. 5141.7 - Sun Safety)

(cf. 6142.8 - Comprehensive Health Education)

Crossing Guards/Student Safety Patrol

Note: The following section is **optional**. School crossing guards may be employed by the **Governing** Board pursuant to Education Code 45450-45451 and by cities and counties pursuant to Vehicle Code 42200 and 42201. Education Code 49300 authorizes the Board to establish a **school student** safety patrol at any district school **for the purpose of assisting students in safely crossing streets.** See the accompanying administrative regulation for requirements pertaining to ~~school~~-safety patrols.

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a **student** safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

(cf. 5142.2 - Safe Routes to School Program)

Student Identification Cards and Safety Information

Note: The following section is for use by districts that serve students in grades 7-12.

Education Code 215.5 requires districts that issue student identification cards to have printed on either side of the card the telephone number of the National Suicide Prevention Lifeline (1-800-273-8255), and allows to have printed on the card the Crisis Text Line (texting HOME to 741741) and/or a local suicide prevention hotline telephone number.

Effective October 1, 2020, Education Code 215.5, as amended by SB 316 (Ch. 270, Statutes of 2019), requires districts to have the telephone number of the National Domestic Violence Hotline (1-800-799-7233) on either side of student identification cards.

SAFETY (continued)

If, as of January 1, 2020, the district has a supply of unissued student identification cards that do not comply with the above requirements, the cards may be issued until the supply is depleted.

Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5, 217)

1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number

(cf. 5141.52 - Suicide Prevention)

2. The National Domestic Violence Hotline

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Legal Reference: (see next page)

SAFETY (continued)

Legal Reference:

EDUCATION CODE

8482-8484.65 *After School Education and Safety Program*
17280-17317 *Building approvals (Field Act)*
17365-17374 *Fitness of school facilities for occupancy*
32001 *Fire alarms and drills*
32020 *School gates; entrances for emergency vehicles*
32030-32034 *Eye safety*
32040 *First aid equipment*
32225-32226 *Two-way communication devices in classrooms*
32240-32245 *Lead-free schools*
32250-32254 *CDE school safety and security resources unit*
32280-32289 *Safety plans*
44807 *Duty of teachers concerning conduct of students*
44808 *Exemption from liability when students are not on school property*
44808.5 *Permission for students to leave school grounds; notice (high school)*
45450-45451 *Crossing guards*
48900 *Hazing*
49300-49307 *School safety patrol*
49330-49335 *Injurious objects*
49341 *Hazardous materials in school science laboratories*
51202 *Instruction in personal and public health and safety*

GOVERNMENT CODE

810-996.6 *California Tort Claims Act*

HEALTH AND SAFETY CODE

115725-115735 *Playground safety*
115775-115800 *Wooden playground equipment*
~~115810-115816 *Playground safety and recycling grants*~~
116046 *Issuance of best practices guidelines for K-12 pool safety*

PENAL CODE

245.6 *Hazing*

PUBLIC RESOURCES CODE

5411 *Purchase of equipment usable by ~~physically disabled~~ persons **with disabilities***

VEHICLE CODE

21100 *Rules and regulations; crossing guards*
21201 *Rules for operation of bicycle on roadway*
21212 *Use of helmets*
42200 *Fines and forfeitures, disposition by cities*
42201 *Fines and forfeitures, disposition by counties*
CODE OF REGULATIONS, TITLE 5

202 *Exclusion of students with a contagious disease*
570-576 *School safety patrols*
5531 *Supervision of social activities*
5552 *Playground supervision*
5570 *When school shall be open and teachers present*
14030 *Standards for development of plans for the design and construction of school facilities*
14103 *Bus driver; authority over pupils*

Legal Reference continued: (see next page)

SAFETY (continued)

Legal Reference: (continued)

COURT DECISIONS

J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4th 123

Lane v. City of Sacramento, (2010) 183 Cal. App. 4th. 1337

Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138

Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990

Knight v. Jewett, (1992) 3 Cal.4th 296, 313

Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508

Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741

Management Resources:

AMERICAN SOCIETY FOR TESTING AND MATERIALS

F 1487-05, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, ~~2005~~ 2017

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2014

U.S. CONSUMER PRODUCT SAFETY COMMISSION PUBLICATIONS

~~Handbook for Public Playground Safety Pub. No. 325, 1994, rev. 1997~~ **Handbook, 2010**

WEB SITES

American Society for Testing and Materials: <http://www.astm.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

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

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

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

U.S. Consumer Product Safety Commission: <http://www.cpsc.gov>

U.S. Department of Education, Safe Schools: <http://www.ed.gov/about/offices/list/osers/osep/gtss.html>

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CSBA Sample Administrative Regulation

Students

AR 5142(a)

SAFETY

Note: The following **optional** administrative regulation may be revised to reflect district practice.

Each principal or designee shall establish **school emergency procedures, rules for student conduct, and** rules for the safe and appropriate use of school **facilities,** equipment, and materials, ~~and for student conduct~~ consistent with law, Board policy, and administrative regulation. **The rules shall be communicated to students,** ~~Copies of the rules shall be~~ distributed to parents/guardians, and ~~shall be~~ readily available at the school at all times.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

Release of Students

Note: The following **optional** section may be revised to reflect district practice. For release of students during an emergency, see AR 3516 - Emergencies and Disaster Preparedness Plan.

Students shall be released during the school day only to the custody of an adult **if who is one of the following:**

1. ~~The adult is the~~ **The** student's custodial parent/guardian.

(cf. 5021 - Noncustodial Parents)

2. **The An** adult ~~has been~~ authorized on the student's emergency card as someone to whom the student may be released when the custodial parent/guardian cannot be reached, **and provided** the principal or designee verifies the adult's identity.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. ~~The adult is an~~ **An** authorized law enforcement officer acting in accordance with law.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

(cf. 5145.13 - Response to Immigration Enforcement)

4. ~~The An~~ adult ~~is~~ taking the student to emergency medical care at the request of the principal or designee.

(cf. 5141 - Health Care and Emergencies)

SAFETY (continued)**Supervision of Students**

Note: The following **optional** section may be revised to reflect district practice.

5 CCR 5570 states that, unless otherwise provided by rule of the **Governing** Board, teachers are required to be present at their rooms and admit students not less than 30 minutes before school starts. **Supervision of students also may be addressed in the district's collective bargaining agreement. The district's collective bargaining agreement may include supervision of students.** The following paragraph may be revised to **specify a longer or shorter time period. maintain consistency with the district's collective bargaining agreement and/or district practice.**

Every teacher shall hold students accountable for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert **in spotting for unauthorized persons and** dangerous conditions, promptly report any such **conditions observations** to the principal or designee, and file a written report **on such conditions** as appropriate.

(cf. 1250 - Visitors/Outsiders)

(cf. 3530 - Risk Management/Insurance)

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

- ~~1.~~ **1.** ~~Where playground supervision is not otherwise provided, provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions (5 CCR 5552)~~
- 2.1.** Clearly identify supervision zones on the playground and require all playground supervisors to remain outside at a location from which they can observe their entire zone of supervision
- ~~3.~~ **2.** Consider the size of the playground area, the number of areas that are not immediately visible, and the age of the students to determine the ratio of playground supervisors to students

Where At any school where playground supervision is not otherwise provided, **the principal or designee shall** provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

SAFETY (continued)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help ~~them to forestall~~ **prevent** problems and resolve conflicts **among students**. Such training shall be documented and kept on file.

(cf. 1240 - Volunteer Assistance)

(cf. 3515.2 - Disruptions)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 5131.4 - Student Disturbances)

(cf. 5138 - Conflict Resolution/Peer Mediation)

Student Safety Patrols

Note: The following section is optional .
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A school safety patrol shall be composed of students of the school ~~who are~~ selected by the principal and shall serve only with written consent ~~from their~~ **of the students and their** parents/guardians. Patrol members shall be at least 10 years old and at least in the fifth grade. (Education Code 49302; 5 CCR 571)

School safety patrols shall be used only at those locations where the nature of traffic will permit their safe operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

Playground Safety

Note: Effective January 1, 2008, AB 1144 (Ch. 470, Statutes of 2006) repeals state standards for playground safety contained in Health and Safety Code 115725-115755, which were contingent upon state funding, and replaces those standards with Health and Safety Code 115725-115735 which require playgrounds to conform with standards set forth by the American Society for Testing and Materials and the U.S. Consumer Product Safety Commission. Pursuant to Health and Safety Code 115725, all public agencies operating playgrounds must have a certified playground safety inspector conduct an initial inspection to aid compliance with the safety standards.
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In addition, AB 1144 amended Health and Safety Code 115725 to redefine "playground" to include fall zones, surface materials, access ramps, and all areas within and including the designated enclosure and barriers.

Further information about playground safety and standards is available through CSBA's California Playground Safety Compliance Program.

SAFETY (continued)

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. **The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards.** (Health and Safety Code 115725)

~~Any playground installed between January 1, 1994, and December 31, 1999, shall conform to these standards not later than 15 years after the date of installation. (Health and Safety Code 115725)~~

Activities with Safety Risks

Note: The following **optional** section lists activities that might be prohibited by the district because of high risk to student safety and should be revised to reflect district practice.

Pursuant to Government Code 831.7, public entities, including districts, are not liable to participants in a hazardous recreational activity, those who assist participants, or spectators for any damage to person or property arising out of the hazardous recreational activity when the person knew or reasonably should have known that the hazardous recreational activity created a substantial risk of injury and was voluntarily in the place of risk or having the ability to leave but failed to do so. Government Code 831.7 defines a "hazardous recreational activity" as a recreational activity conducted on school grounds that creates a substantial risk of injury, as distinguished from a minor, trivial, or insignificant risk of injury. The list below includes, but is not limited to, some of the hazardous recreational activities listed in Government Code 831.7. Prior to authorizing such activities, it is recommended that districts consult with their insurance carrier or joint powers authority or, for those who self-insure, with legal counsel. See BP/AR 3530 - Risk Management/Insurance.

~~Because of~~ **Due to** concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
6. ~~Snow trips~~ **Cross-country or downhill skiing**

SAFETY (continued)

7. Motorcycling
8. Target shooting
9. Horseback riding
10. Rodeo

11. Archery

12. Mountain bicycling

13. Rock climbing

14. Rocketeering

15. Surfing

16. Other activities determined by the principal to have a high risk to student safety

(cf. 5143 - Insurance)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6153 - School-Sponsored Trips)

Note: The following paragraph is optional. Vehicle Code 21201 establishes requirements for bicycles on roadways in regard to brakes, handlebars, size, and illumination when operated during darkness. Districts may want to provide such information to students and parents/guardians.

Students who operate or ride as a passenger on a bicycle, nonmotorized scooter, or skateboard, or wear in-line or roller skates, upon a street, bikeway, or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates. ~~(Vehicle Code 21212)~~

Laboratory Safety

Note: The following optional section reflects the Legislature's intent as stated in Education Code 49341, and the California Department of Education's Science Safety Handbook for Public Schools.

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to implement and regularly review these procedures.

SAFETY (continued)

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

(cf. 3514.1 - Hazardous Substances)

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 5141.22 - Infectious Diseases)

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

Hearing Protection

Note: The following **optional** section may be revised to reflect district practice.

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee **also** may **also** provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

Note: Education Code 32031 addresses circumstances under which eye protection devices must be used.

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed their actual cost to the district. (Education Code 32030, 32031, 32033)

(cf. 3260 - Fees and Charges)

SAFETY (continued)

Protection Against Insect Bites

Note: The following **optional** section may be revised to reflect district practice.

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, under the supervision of school personnel, and in accordance with the manufacturer's directions, when engaging in outdoor activities.

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CSBA Sample Board Policy

Facilities

BP 7140(a)

ARCHITECTURAL AND ENGINEERING SERVICES

Note: ~~Education Code 17302 requires districts to employ a licensed and certified architect or structural engineer to prepare building plans, estimates and specifications and supervise the construction of building projects.~~ Pursuant to Education Code 17266, when professional design services are used for construction or modernization of school facilities, districts are responsible for the selection of a licensed architect and/or structural engineer for necessary structural engineering and supervision of construction. Article 22 of the California Constitution allows districts to contract with qualified private entities for architectural and engineering services for all public works projects. Sample contracts are available from the American Institute of Architects, California Council.

Pursuant to Education Code 17262, the district may purchase sets of plans and specifications provided by the State Allocation Board (SAB) for use in constructing a school building of the type desired by the district.

~~In order to ensure safe construction and protect the investment of public funds, the Governing Board requires that~~ **The Governing Board desires to provide school facilities that support the educational program and meet all applicable safety and design standards. When required by law, the Board shall employ or contract with** a licensed and certified architect **and/or** structural engineer ~~be employed~~ to design and supervise the construction of district schools and other facilities.

(cf. 7110 - Facilities Master Plan)

The architect and/or structural engineer shall be responsible for preparing all construction plans, specifications, and estimates and for the observation of the work of construction. (Education Code 17302)

Note: Education Code 17070.50 requires the California Department of Education (CDE) to review and approve plans and specifications for new construction and modernization of school facility projects funded by SAB. During this review, CDE's School Facilities Planning Division verifies project consistency with the design standards specified in Title 5 of the Code of Regulations. Pursuant to CDE forms SFPD 4.07, Plan Submission Requirements for New Construction, and SFPD 4.08, Plan Submission Requirements for Modernization Projects, facilities projects subject to this review include those funded through the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30) and projects that receive state funding for overcrowding relief, critically overcrowded schools, career technical education facilities, joint use facilities, or modernization funding. Board-approved educational specifications must be submitted when the project involves construction of a new school or demolition and rebuilding of 50 percent or more of the existing school's square footage.

Construction plans for school facility projects that are not funded by SAB are not required to be submitted to CDE for review and approval. However, locally funded projects must still comply with Title 5 design standards. Pursuant to Education Code 17251, a district may request that CDE, at district expense, review plans and specifications for locally funded school facility projects.

ARCHITECTURAL AND ENGINEERING SERVICES (continued)

Pursuant to Education Code 17267, all plans and specifications for school construction projects must also be filed with the Department of General Services, Division of the State Architect (DSA) to ensure compliance with Title 24 of the Code of Regulations. See DSA's web site for information regarding this process.

To ensure compliance with state design and safety standards, preliminary and final plans for any state-funded school facility project, including Board-approved educational specifications for school design when necessary, shall be submitted to the California Department of Education and the Department of General Services, Division of the State Architect. (Education Code 17267; 5 CCR 14030-14032)

Note: ~~As added by SB 50 (Ch. 407, Statutes of 1998),~~ Education Code 17070.50 prohibits ~~the State Allocation Board SAB~~ from apportioning state facilities funds ~~under the new program~~ unless the district has certified that the services of an architect, a structural engineer, or other design professional has been selected using a "competitive process" consistent with Government Code ~~4526~~ **4525-4529.5**. ~~The process required by Government Code 4526~~ **requires that the competitive process** must be based on "demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required." See **AR 7140 the accompanying administrative regulation.**

The Superintendent or designee shall devise a competitive process for the selection of architects, ~~and~~ structural engineers, ~~and other design professionals~~ that is based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. For each project, ~~he/she~~ **the Superintendent or designee** shall recommend ~~specific~~ architectural and engineering firms to the Board **for approval**. The Board shall pay fair and reasonable amounts warranted by the provider's qualifications and competence. The Board need not select the lowest responsible bidder.

(cf. 3311 - Bids)

(cf. 3311.3 - Design-Build Contracts)

Note: ~~Although contracts for architectural and other professional services are exempted from the bidding requirements detailed in Public Contract Code 20111, State Allocation Board policy still requires a three percent disabled veteran business participation goal when contracts exceeding \$10,000 for lease purchase building projects and certain contracts in the State Relocatable Classroom Program are awarded by school districts and funded by the State Allocation Board. Architects and other professionals who are not disabled veteran business enterprises can comply with this policy by using subcontractors for goal attainment or by meeting specified "good faith" efforts.~~

Legal Reference: (see next page)

ARCHITECTURAL AND ENGINEERING SERVICES (continued)

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act, especially:

17070.50 Conditions for apportionment

17250.10-17250.55 Design-build contracts

17251 School construction; duties of the California Department of Education

17262-17268 School construction plans

17280-17316 Approvals, especially:

17302 Persons qualified to prepare plans, specifications and estimates and supervise construction

17316 Contract provision regarding school district property

17371 Limitation on liability of governing board

BUSINESS AND PROFESSIONS CODE

5500-5502 Architecture

5550-5558 Architects, licensure

6700-6706.3 Engineers

6750-6766 Engineers, licensure

GOVERNMENT CODE

4525-4529.5 Contracts with private architects, engineering, land surveying, and construction project management firms

14837 Definition of small business

87100 Public officials; financial interest

PUBLIC CONTRACT CODE

20111 School district contracts

CODE OF REGULATIONS, TITLE 5

14001 Minimum standards for school facilities

14030-14036 Standards, planning, and approval of school facilities

CODE OF REGULATIONS, TITLE 24

101 et seq. California Building Standards Code

CALIFORNIA CONSTITUTION

Article 22 Architectural and engineering services

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Plan Submission Requirements for Modernization Projects, Form SFPD 4.08

Plan Submission Requirements for New Construction, Form SFPD 4.07

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

School Facility Program Handbook, January 2019

WEB SITES

American Institute of Architects California Council: <https://aiacalifornia.org>

California Department of Education, Facilities: <http://www.cde.ca.gov/l/fa>

Department of General Services, Division of the State Architect: <https://www.dgs.ca.gov/DSA>

Department of General Services, Office of Public School Construction: <https://www.dgs.ca.gov/OPSC>

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CSBA Sample Administrative Regulation

Facilities

AR 7140(a)

ARCHITECTURAL AND ENGINEERING SERVICES

~~The Governing Board shall engage the services of a licensed architect(s) holding a valid certificate or engineer(s) holding a valid certificate for the preparation of plans, specifications or estimates for any construction project, through a signed contract. (Education Code 17302)~~

~~(cf. 3312 - Contracts)~~

Note: ~~As a condition to the receipt of state funding, Education Code 17070.50, as added by SB 50 (Ch. 407, Statutes of 1998), requires districts to select architectural and engineering services pursuant to the competitive process outlined below.~~ **When applying for state facilities funding, the district will be required to certify that any professional design services used for the project were selected using a qualification-based selection process. The Office of Public School Construction, in its School Facility Handbook, advises districts to consult with legal counsel to ensure that its process for selecting architects or structural engineers is a qualification-based selection process and complies with all other legal requirements, including the Public Contract Code and requirements for disabled veterans business enterprises.**

Contractors for any architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services shall be selected, at fair and reasonable prices, on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. (Government Code 4526)

Note: Government Code 4526 requires that the district's selection process include at least items #1-3 below; however, the law does not prescribe the exact procedures that must be followed. Generally, elements of a "competitive process" include advertising and notice of the need for services, objective evaluation and selection criteria, and an appeals process for use by those not selected. Districts may wish to develop procedures consistent with these and other requirements in consultation with legal counsel.

The Superintendent or designee shall ensure that the selection process for projects receiving state funding: (Government Code 4526)

1. ~~Ensures that projects entail~~ **Assures** maximum participation by small business firms as defined pursuant to Government Code 14837
2. Prohibits practices which might result in unlawful activity such as rebates, kickbacks, or other unlawful consideration
3. Prohibits district employees from participating in the selection process when they have a relationship with a person or business entity seeking a contract which would subject the employee to the prohibition of Government Code 87100

~~(cf. 9270 - Conflict of Interest)~~

ARCHITECTURAL AND ENGINEERING SERVICES (continued)

Note: Pursuant to Government Code 4527, the following items are **optional and may be revised to reflect district practice.**

The selection process may also include: (Government Code 4527)

1. ~~Detailed evaluations~~ **Evaluation** of current statements of ~~prospective contractors'~~ qualifications and performance data **on file with the district and evaluation of statements that may be submitted by other firms regarding the proposed project**
2. Discussion ~~with at least three firms~~ **regarding anticipated concepts and the relative utility** of alternative approaches for furnishing the **required** services ~~with at least three firms~~
3. Selection, **in order of preference,** of at least three firms deemed to be the most highly qualified to provide the required services in accordance with established **district** criteria ~~and recommended in order of preference~~

Note: The following paragraph is optional and may be revised to reflect district practice. Government Code 4528 authorizes, but does not require, the district to implement the following procedures.

The district shall negotiate a contract with the best qualified firm at compensation determined by the district to be fair and reasonable. If the district is unable to negotiate a contract with the most qualified firm, the district shall negotiate a contract with the second most qualified firm and, if unsuccessful, with the third most qualified firm. If the district is unable to negotiate a satisfactory contract with any of the selected firms, the district shall select additional firms in order of their competence and qualification and continue negotiations until an agreement is reached. (Government Code 4528)

The above procedures shall not apply if the Superintendent or designee determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest. (Government Code 4529)

(cf. 3311 - Bids)

Contracts shall specify that all plans, **including, but not limited to,** record drawings, specifications, and estimates prepared by the ~~contractor~~ **architect or structural engineer** shall become the property of the district. **The contract shall also specify terms and conditions for reuse within the district of any plans prepared by the architect or structural engineer.** (Education Code 17316)

ARCHITECTURAL AND ENGINEERING SERVICES (continued)

A contract may be awarded to a single entity for both design and construction of any school facility in excess of \$1,000,000 in accordance with AR 3311.3 - Design-Build Contracts. (Education Code 17250.20)

(cf. 3311.3 - Design-Build Contracts)

CSBA Sample Board Bylaw

Board Bylaws

BB 9323(a)

MEETING CONDUCT

Note: Education Code 35010 **mandates** the Governing Board to "prescribe and enforce" rules for its own governance. These rules must not be inconsistent with law or with regulations prescribed by the State Board of Education. The following bylaw provides suggested rules and procedures for meeting conduct and reflects provisions of law as applicable.

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

(cf. 9322 - Agenda/Meeting Materials)

Note: The law does not specify that a particular set of procedures must govern Board meetings. Although Robert's Rules of Order can serve as a useful guide, the Board may adopt any procedure that allows for the efficient and consistent conduct of meetings.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

(cf. 9121 - President)

Note: The following **optional** paragraph limits the length of Board meetings and should be revised to reflect district practice.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

(cf. 9320 - Meetings and Notices)

Note: In Rubin v. City of Burbank, an appellate court held that inclusion of "sectarian prayer" at city council meetings, which communicated a preference for a particular religious faith and advanced one faith over another, was unconstitutional by directing the prayer "in the name of Jesus." The court held that it would be constitutional to require the city to advise those people conducting the prayer of this limitation. This opinion is consistent with an unpublished 9th Circuit federal court opinion which stated that an invocation "in the name of Jesus" was unconstitutional in that it displayed allegiance to a particular faith.

MEETING CONDUCT (continued)

Some general guidelines for invocations can be found in an Attorney General's opinion (76 Ops.Cal.Atty.Gen. 281 (1993)) which stated that a county board of supervisors could open its sessions with an invocation when the invocation is (1) not required by law as a condition to the official proceedings, (2) not part of the deliberative agenda, (3) not offered, supervised, or approved as to content by a public officer, (4) not officially limited to a particular religion, (5) not disparaging of others, and (6) not directed towards proselytizing. However, because this is an unsettled area of law that is subject to frequent litigation, it is strongly recommended that districts consult legal counsel if they wish to open meetings with an invocation. Note that a different legal analysis applies to student-led or student-initiated prayer; see BP 5127 - Graduation Ceremonies and Activities.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

(cf. 9323.2 - Actions by the Board)

Note: According to an Attorney General opinion (61 Ops.Cal.Atty.Gen. 243 (1978)), members of a public body have a duty to vote on issues before them so that the public is represented and receives the services which the public body was created to provide. Issues arise when a motion is tied and one Board member has abstained. The general parliamentary rule is that an abstention is counted as agreeing with the action taken by the majority of those who vote, whether affirmatively or negatively (66 Ops.Cal.Atty.Gen. 336 (1983)). However, a stronger argument could be made that the parliamentary rule is in conflict with Education Code 35164 which requires a majority vote of all of the membership of the Board in order for the Board to act (i.e., a majority of all of the membership of the Board must vote affirmatively in order to approve any action). In 55 Ops.Cal.Atty.Gen. 26 (1972), the Attorney General opined that, when a statutory requirement exists that requires an affirmative action of at least a majority of the members of the Board, the general rule that members not voting were deemed to have agreed with the action taken by the majority of those that voted is not applicable.

The following **optional** paragraph is consistent with CSBA's opinion that a majority of the Board must vote affirmatively for a motion to carry, but the law is not settled and contrary legal opinions may exist. It is strongly recommended that the district consult with legal counsel and modify the following paragraph to ensure consistency with district practice.

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, **his/her** the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

(cf. 9270 - Conflict of Interest)

Note: The following paragraph applies only to districts with seven member boards and **should be deleted by districts with a three or five member board.**

Provided the Board typically has seven members and there are no more than two vacancies on the Board, the vacant position(s) shall not be counted for purposes of determining how

MEETING CONDUCT (continued)

many members of the Board constitute a majority. In addition, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Public Participation

Note: Pursuant to Government Code 54953.3, members of the public cannot be required to register his/her their names, complete a questionnaire, or provide other information as a condition of attending a Board meeting. If an attendance list or similar document is posted near the entrance or circulated during the meeting, it must clearly state that signing or completing the document is voluntary.

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

Note: Education Code 35145.5 mandates the Board to adopt regulations which ensure that the public can address the Board regarding agenda items, as specified below.

District employees have the same right as members of the public to address the Board during a public Board meeting. In 90 Ops.Cal.Atty.Gen. 47 (2007), the Attorney General opined that, under the Ralph M. Brown Act, an administrative district employee cannot be prohibited from attending a Board meeting or from speaking during the public comment period, including comments on an employment-related issue.

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the

MEETING CONDUCT (continued)

public, a Board **members** or staff members may ask a question for clarification, make a brief announcement, or make a brief report on **his/her** **their** own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

(cf. 9130 - Board Committees)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Note: Government Code 54954.3 authorizes **reasonable** regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. **Such reasonable regulations must ensure that the intent of allowing the public an adequate opportunity to speak to the Board is carried out.** The following paragraph should be revised to reflect district practice.

~~If the Board limits the time for public comment, Government Code 54954.3, as amended by AB 1787 (Ch. 507, Statutes of 2016), requires the Board to provide at least twice the allotted time to a member of the public who utilizes a translator, as provided below:~~

In general, individual speakers shall will be allowed three minutes to address the Board on each agenda or nonagenda item, **and** ~~the~~ Board **shall will** limit the total time for public input on each item to 20 minutes. **However, in exceptional circumstances when necessary to ensure full opportunity for public input,** ~~With Board consent,~~ the Board president may, **with Board consent,** ~~increase or decrease~~ **adjust** the **amount of** time allowed for public presentation **input,** depending on the topic and the number of persons wishing to be heard **and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints.** ~~The 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. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.~~

MEETING CONDUCT (continued)

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
 - a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
 - b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)

Note: The following **optional** item addresses the issue of specific charges or complaints against district employees in open Board meetings. Although the Board may inform the speaker of appropriate district complaint procedures, it cannot prohibit criticisms of the district and its employees, no matter how harsh. Board members and staff may briefly respond to the concerns raised by the complainant at the meeting.

In Baca v. Moreno Valley Unified School District, a federal district court issued a preliminary injunction against the district prohibiting it from enforcing its policy barring criticism of employees at public Board meetings. The court found that the district's policy violated the plaintiff's First Amendment rights by restricting the content of her speech. The court further noted that the district could not legally prevent a person from speaking in open session, even if the speech was clearly defamatory. It is recommended that the Board consult legal counsel if a question arises regarding public criticism of a district employee.

- c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

Note: As provided in item #7 below, Government Code 54957.9 authorizes the Board to remove persons who willfully disrupt or disturb a meeting. Examples of disruptive conduct might include conduct that is extremely loud, disturbing, or creates a health or safety risk. In McMahon v. Albany Unified School District, the court held that a speaker's constitutional rights were not violated when he was removed from a Board meeting after dumping a substantial amount of garbage on the floor of the meeting room. Because the speaker was not removed based on the content of his speech, the court upheld his conviction for a willful disruption of a public meeting. In City of San Jose v. Garbett, the court held that a legislative body may exclude from a meeting a person who has expressed a credible threat of violence that would place a reasonable persons in fear for his/her their safety or the safety of his/her their immediate family and that serves no legitimate purpose.

MEETING CONDUCT (continued)

However, the courts have found that a person's conduct must actually disrupt the meeting in order to warrant ejection. In Norse v. City of Santa Cruz, the court held that the city council improperly ejected a member of the public who gave the council a silent Nazi salute, on the grounds that the action did not interfere with the proceedings of the meeting.

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.

Recording by the Public

Note: Government Code 54953.5 provides that any person attending an open meeting may record it with an audio or video recorder or a still or motion picture camera unless the Board makes a reasonable finding that the recording cannot continue without noise, illumination, or obstruction of view which would persistently disrupt the meeting. Government Code 54953.6 requires a similar finding before the Board can prohibit or restrict a broadcast of its meetings.

The following paragraph extends the right to record an open meeting to include recordings made by other devices such as a cell phone.

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

(cf. 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

Legal Reference: (see next page)

MEETING CONDUCT (continued)

Legal Reference:

EDUCATION CODE

- 5095 Powers of remaining board members and new appointees
- 32210 Willful disturbance of public school or meeting a misdemeanor
- 35010 Prescription and enforcement of rules
- 35145.5 Agenda; public participation; regulations
- 35163 Official actions, minutes and journal
- 35164 Vote requirements
- 35165 Effect of vacancies upon majority and unanimous votes by seven member board

CODE OF CIVIL PROCEDURE

- 527.8 Workplace Violence Safety Act

GOVERNMENT CODE

- 54953.3 Prohibition against conditions for attending a board meeting
- 54953.5 Audio or video recording of proceedings
- 54953.6 Broadcasting of proceedings
- 54954.2 Agenda; posting; action on other matters
- 54954.3 Opportunity for public to address legislative body; regulations
- 54957 Closed sessions
- 54957.9 Disorderly conduct of general public during meeting; clearing of room

PENAL CODE

- 403 Disruption of assembly or meeting

COURT DECISIONS

- City of San Jose v. Garbett* (2010) 190 Cal.App.4th 526
- Norse v. City of Santa Cruz* (9th Cir. 2010) 629 F3d 966
- McMahon v. Albany Unified School District* (2002) 104 Cal.App.4th 1275
- Rubin v. City of Burbank* (2002) 101 Cal.App.4th 1194
- Baca v. Moreno Valley Unified School District* (1996) 936 F.Supp. 719

ATTORNEY GENERAL OPINIONS

- 90 *Ops. Cal. Atty. Gen.* 47 (2007)
- 76 *Ops. Cal. Atty. Gen.* 281 (1993)
- 66 *Ops. Cal. Atty. Gen.* 336 (1983)
- 63 *Ops. Cal. Atty. Gen.* 215 (1980)
- 61 *Ops. Cal. Atty. Gen.* 243, 253 (1978)
- 59 *Ops. Cal. Atty. Gen.* 532 (1976)
- 55 *Ops. Cal. Atty. Gen.* 26 (1972)

Management Resources:

CSBA PUBLICATIONS

- Call to Order: A Blueprint for Great Board Meetings*, 2015
- The Brown Act: School Boards and Open Meeting Laws*, rev. 2014

ATTORNEY GENERAL PUBLICATIONS

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

WEB SITES

- CSBA: <http://www.csba.org>
- California Attorney General's Office: <https://oag.ca.gov>

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Policy Reference UPDATE Service

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Administrative Regulation

Volunteer Assistance

AR 1240

Community Relations

Duties of Volunteers

The Superintendent or designee may assign volunteers to:

1. Assist certificated personnel in the performance of their duties, including in the supervision of students and in the performance of instructional tasks which, in the judgment of the certificated personnel to which the volunteer is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include input, feedback or assignments of grades to students. (Education Code 35021, 45343, 45344, 45349)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

2. Serve as nonteaching aides under the immediate supervision and direction of certificated personnel to perform noninstructional work which assists certificated personnel in the performance of teaching and administrative responsibilities (Education Code 35021)

3. Supervise students during lunch, breakfast, or other nutritional periods (Education Code 35021, 44814, 44815)

4. Work on short-term facilities projects pursuant to the section below entitled "Volunteer Facilities Projects"

5. Perform other duties in support of district or school operations as approved by the Superintendent or designee

(cf. 6163.1 - Library Media Centers)

Volunteers shall not be authorized to assign grades to students, and shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees, including classified employees who have been laid off. (Education Code 35021, 45344)

(cf. 4217.3 - Layoff/Rehire)

Basic Skills Proficiency Requirement

Volunteers who supervise or provide instruction to students pursuant to Education Code 45349 shall submit evidence of basic skills proficiency to the Superintendent or designee. (Education Code 45344.5, 45349)

(cf. 4212 - Appointment and Conditions of Employment)

Criminal Background Check

Prior to assuming a volunteer position working with students in a district-sponsored student activity program, a volunteer shall obtain fingerprint clearance through the Department of Justice (DOJ) and Federal Bureau of Investigation. At his/her discretion, the volunteer may choose to meet this requirement by obtaining an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing. Student activity programs include, but are not limited to, scholastic programs, interscholastic programs, and extracurricular activities sponsored by the district or a school booster club, such as cheer team, drill team, dance team, and marching band. (Education Code 49024)

(cf. 4112.5/4212.5/4312.5 - Criminal Background Check)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

(cf. 6145 - Extracurricular and Cocurricular Activities)

The Superintendent or designee shall determine which volunteer positions in the district are subject to the above requirement.

The criminal background check requirement shall not apply to volunteer supervisors for breakfast, lunch, or other nutritional periods or to volunteer nonteaching aides under the immediate supervision and direction of certificated personnel pursuant to Education Code 35021, including parents/guardians volunteering in a classroom or on a field trip or community members providing noninstructional services. (Education Code 49024)

Registered Sex Offenders

The Superintendent or designee may require all volunteers to disclose whether they are a registered sex offender and/or to provide the district with sufficient information in order to allow verification of this status on the DOJ's Megan's Law web site.

The principal may grant a registered sex offender, who is not the parent/guardian of a student at the school, permission to come into a school building or upon school grounds to volunteer at the school. At least 14 days prior to the first date for which permission has been granted, the principal or designee shall notify the parent/guardian of each student at the school, using one of the methods specified in Education Code 48981, that a person who is required to register as a sex offender pursuant to Penal Code 290 has been granted permission to come into a school building or upon school grounds, the date(s) and times for which permission has been granted, and the parent/guardian's right to obtain information regarding the person from a designated law enforcement agency. (Penal Code 626.81)

(cf. 5145.6 - Parental Notifications)

However, no person who is required to register as a sex offender pursuant to Penal Code 290 shall be assigned as a volunteer to assist certificated personnel in the performance of their duties; supervise students during lunch, breakfast, or other nutritional period; or serve as a nonteaching aide to perform noninstructional tasks. In addition, a person who is required to register as a sex offender because of a conviction for a crime where the victim was a minor

under age 16 shall not serve as a volunteer in any capacity in which he/she would be working directly and in an unaccompanied setting with minors on more than an incidental and occasional basis or have supervision or disciplinary power over minors. (Education Code 35021, 45349; Penal Code 290.95)

(cf. 3515.5 - Sex Offender Notification)

Tuberculosis Assessment/Examination

Upon initial volunteer assignment, a volunteer shall have on file with the school a certificate showing that he/she has submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. (Education Code 49406)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

The Superintendent or designee may exempt from the tuberculosis risk assessment and/or examination those volunteers whose functions do not require frequent or prolonged contact with students. (Education Code 49406)

Volunteer Facilities Projects

All volunteer facilities projects shall have approximate start and completion dates and shall be approved by the principal in advance. Projects also shall be approved in advance by the Superintendent or designee if they involve the following types of work:

1. Alterations, additions, or repairs to buildings and grounds
2. Construction involving wall or roof penetration, drilling, or nailing
3. Structural modifications
4. Electrical, electronic, plumbing, or heating and cooling work
5. Painting
6. Installation of carpet, playground equipment, benches, sprinkler systems, marquees or signs
7. Paving
8. Tree planting, pruning, or removal

The Superintendent or designee shall ensure that volunteers possess the appropriate license and/or have sufficient expertise required for the project. He/she shall also ensure that such projects comply with building and safety codes and other applicable laws and collective bargaining agreements. The district shall provide on-site assistance and supervision for such projects as necessary.

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 7140 - Architectural and Engineering Services)

Regulation RIVER DELTA UNIFIED SCHOOL DISTRICT
approved: DRAFT December 17, 2019 Rio Vista, California

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 18

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

SUBJECT:

Request to approve the Contract with RGM Kramer, Inc for Construction Planning and Management Services for the addition of two Modular Classrooms at DH White Elementary.

BACKGROUND:

The District is experiencing attendance growth in Rio Vista and needs to provide two additional classrooms at DH White Elementary School to house 6th grade students for the 2020-2021 school year. The District having limited funds and the need to be ready to house students in August 2020 will be looking at purchasing two new or reconditioned modular classrooms to be installed on a recessed foundation at grade.

STATUS:

The District seeks planning guidance, design and construction phase management services from RGM Kramer, Inc to assist the District procure premanufactured buildings, engage architectural, structural and electrical engineering and other consulting services to gain regulatory (permit) approval from the Division of the State Architect (DSA) and the local Fire Marshall and to provide public bidding, contract and construction oversight services.

The scope will involve the purchase and installation of two classroom buildings and appurtenant site improvements including, pad preparation, drainage, electrical, fire alarm and IT-technology, clock bell and Public Address improvements, ADA access path of travel improvements, buildout modifications to the buildings such as additional cabinetry, a sink and casework, interior and exterior painting and other amenities as funds allow.

PRESENTER:

Elizabeth Keema-Aston

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Planning: Time and Expense, Not to Exceed \$15,000.00 without District approval

Construction Administration: Fixed Fee based on the final cost of construction pursuant to the Office of Public School Construction Fee Schedule, Estimated at \$62,500.00

Reimbursable Allowance: \$1,500.00, cost plus 15% for items as approved by the District

Total: \$79,000.00 to be funded by Fund 25 Developer Fees

RECOMMENDATION:

That the Board approves the Contract with RGM Kramer, Inc for Construction Planning and Management Services for the addition of two Modular Classrooms at DH White Elementary and associated site improvements.

Time allocated: 5 minutes

AGREEMENT FOR CONSTRUCTION PLANNING AND MANAGEMENT SERVICES

This Agreement made and entered into this 14th day of January, 2020, and between the River Delta Unified School District ("District") and RGM Kramer, Inc. ("Construction Manager"), an independent contractor having its principal place of business in Concord, California.

RECITALS

A. The District desires to contract with the Construction Manager to provide General Advisory, Project Planning Guidance and Construction Management Services to the District on an as needed, as requested basis ("Project").

B. Construction Manager desires to provide such services in accordance with this Agreement.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, the District and Construction Manager agree as follows:

1. DEFINITIONS.

- A. Architect. The Project Architect is the person, firm, corporation or other entity selected by the District to prepare plans and specifications.
- B. Contractor. The Contractor is the person, firm, corporation, or other entity to which a contract for construction of the Project has been or will be awarded.
- C. DSA. Division of the State Architect of the Department of General Services.
- D. OPSC. Office of Public School Construction.

2. DISTRICT'S DUTIES.

- A. The District shall provide all Project-related information to the Construction Manager, to allow for the Construction Manager's complete and accurate performance.
- B. The District shall review and, where appropriate, approve Project Scope, Schedules, Budgets and Change Orders in a prompt fashion and shall arrange for special meetings of the Governing Board if necessary to obtain timely approvals.

3. CONSTRUCTION MANAGER'S DUTIES.

A. General.

Construction Manager shall work in accordance with the Education, Government, Labor and Public Contract Codes; Title 21 and other applicable portions of the California Code of Regulations; DSA and OPSC regulations; the Americans with Disabilities Act; and all other legal requirements.

The Construction Manager agrees to perform the services described herein on behalf of the District, for the construction of the Project. The Construction Manager agrees to further the interests of the District by furnishing the Construction Manager's skill and judgment in cooperation with, and in reliance upon, the services of the Architect selected by the District and the District's staff. The Construction Manager also agrees to furnish construction management services in an expeditious and economical manner consistent with the interests of the District.

B. Scope of Work. Construction Manager shall, as requested:

I. DESIGN AND DOCUMENT DEVELOPMENT PHASES

- a. assist the District and Architect in developing and administering the Educational Specifications and Design Review Committees;
- b. assist the District and Architect in defining the Project Budget, scope and design criteria;
- c. with the District, prepare a Master Project Schedule, which shall contain key Project Milestones for design and construction;
- d. assist the Architect in reviewing scopes of work and in estimating the cost of construction;
- e. assist the District and Architect in compiling a Master Budget, including applicable construction and soft costs and contingency;
- f. assist the District and Architect in establishing proper contingency and change order budgets;
- g. assist the District in reviewing Schematic Design and preliminary Cost Estimates prepared by the Architect;
- h. assist in review of design and construction documents for Coordination, Constructibility and Durability (Value Engineering);
- i. coordinate the District's review of the design documents and compile constructibility and coordination comments for the Architect;
- j. assist the District and Architect in preparing forms necessary to comply with California Environmental Quality Act (CEQA);
- k. assist the Architect with the selection of Surveyors, Soils Engineers, Testing Agencies and other Engineers and Consultants;
- l. assist the District and Architect in preparing projected Construction Schedules;
- m. assist the District and Architect in preparing applicable forms and notices to the Office of Public School Construction, DSA and other jurisdictional entities;
- n. assist in administering status meetings and preparation of necessary reports to the District; and
- o. assist the District in general budget and status reporting.

II. BID PHASE

- a. review final plans and specifications and recommend modifications which may benefit the District;
- b. assist in developing a generalized 'CPM' Schedule, as requested;
- c. assist in developing Phasing Schedules for different Bid Packages;
- d. assist in developing the Bid Package and conforming it to current legal requirements, in conjunction with the District's Legal Counsel;
- e. assist in defining Bid Alternates and Unit-Priced items;
- f. assist in establishing the appropriate Bid Date and Procedures;
- g. assist in publishing Notice Of Bidding Opportunities;
- h. assist in developing Bidder and Subcontractor interest in the Project;
- i. as requested, coordinate Pre-Qualification of potential Bidders;

- j. distribute Bid Packages;
- k. with District and Architect, conduct Pre-Bid Conferences and job walks;
- l. assist the Architect in addressing bidders' questions;
- m. assist in the Bid Opening;
- n. review Bids, Contracts, Bonds and Insurance to determine Bidders' responsiveness and responsibility, in conjunction with the Architect and District's Legal Counsel;
- o. assist with review to determine apparent low bidder's compliance with Disabled Veteran Business Enterprise (DVBE) requirements;
- p. as requested, conduct interviews to obtain additional information about apparent low bidder's responsibility to perform the Project;
- q. assist the District in drafting and issuing Contracts;
- r. assist the District in issuing the Notice to Proceed (NTP);
- s. assist the district respond to OPSC and DSA inquires and assist in preparing and submitting any additional information requested.
- t. coordinate with the District and District's Labor Compliance Program; and
- u. assist in response to OPSC and DSA inquiries and assist in preparing and submitting any additional information requested.

III. CONSTRUCTION AND CLOSEOUT PHASES

- a. assist in conducting the Pre-Construction Conference with Architect, Contractor and key Subcontractors;
- b. assist in review of Contractor's Bonds and Insurance Certificates;
- c. help arrange for temporary facilities and utilities;
- d. ensure that prevailing wages are posted;
- e. help conduct weekly on-site Construction Meetings with the Architect, Contractor and key Subcontractors and keep and distribute minutes to all attendees, the District and other appropriate entities;
- f. help review each Contractor's Construction Plan and Safety Program;
- g. help coordinate construction activities with the District and Staff;
- h. help monitor the Contractor's scheduling to help ensure work is performed in proper sequence;
- i. help coordinate the Contractor's work with that of other contractors whose work may affect the Project;
- j. review Superintendent's Daily Logs;
- k. help establish and implement procedures for Submittals and Requests for Substitution and coordinate responses;
- l. assist in reporting periodically to the District on the Contractor's Schedule and the anticipated cost of completion;
- m. assist the Architect secure the Contractor's compliance with the Contract Documents;
- n. immediately notify the Contractor of any identified non-conforming work which will create a dangerous condition, or which cannot be reasonably corrected;
- o. recommend corrective action when Contract Document requirements are not being met;

- p. recommend appropriate contract prerogatives when necessary to achieve the Contractor's compliance with the Contract;
- q. help monitor the Project Inspector (IOR) in inspecting work in progress for compliance with Contract Documents and applicable Building Codes regulations and ordinances;
- r. notify the District if the Architect's activities are delaying the Project;
- s. make recommendations to the District regarding special inspection or testing of work not in accordance with the provisions of the Contract Documents;
- t. assist the District and Architect in procuring Testing and Inspection Services;
- u. help coordinate the monitoring of all necessary lab tests and reports;
- v. help establish and implement procedures for Change Order and Payment Requests and coordinate with the District;
- w. help maintain Request for Information (RFI) and Change Order (CO) logs;
- x. help evaluate the merit and pricing of Change Order Requests and negotiate Change Orders;
- y. assist the District in maintaining force account records on additional work authorized to be performed for which fixed prices are not established;
- z. help review Contractor's Payment Requests and make recommendations to the District for payment;
- aa. assist the District in maintaining logs and processing all Preliminary Notices, Stop Notices and Notices to Withhold;
- bb. assist the Architect and Project Inspector (IOR) in creating punch lists and monitoring Contractor's completion of punch list work;
- cc. assist the District and Contractor in coordinating permanent utility connections;
- dd. assist the District with occupancy planning and scheduling;
- ee. assist the Architect facilitate the Contractor's creation of as-built documents;
- ff. with the Contractor, compile product and warranty files;
- gg. assist the District's maintenance personnel in initial start-up and testing of building equipment systems;
- hh. help prepare and record the Notice of Completion;
- ii. help facilitate Project Close-Out;
- jj. conduct a preliminary review of the validity and cost of all claims submitted by the Contractor; and
- kk. Assist the District in negotiating the settlement of any disputed issues.

4. COMPENSATION.

- A. The District will pay the Construction Manager compensation for services and reimbursement for expenses incurred as set forth in Exhibit "A" and incorporated herein.
- B. The Construction Manager will submit a monthly billing statement to the District setting forth the fees due for services, the method by which such fees are calculated and the total expenses incurred by the Construction Manager in the course of rendering services.
- C.

- D. Any items to be reimbursed by the District shall be approved by the District prior to the purchase of any such items. Not all expenses incurred during a billing period will be recorded during such month and therefore expenses billed may not be all-inclusive for the applicable billing period.
- E. The Construction Manager may direct persons supplying materials or services on behalf of the District to bill the District directly and may submit bills from suppliers directly to the District for payment. The District shall pay all such amounts within thirty (30) days of billing.

5. INDEPENDENT CONTRACTOR.

- A. The Construction Manager will at all times act as an independent contractor and representative, but not as an employee of the District. Nothing in this Agreement shall be construed to mean that the District retains any control over the manner and means of how the Construction Manager performs his/her duties and responsibilities under this Agreement, the District retaining control only over the results of the work.
- B. The Construction Manager shall not have any claim under this Agreement or otherwise against the District for vacation, sick leave, retirement benefits, Social Security, medical benefits, worker's benefits, or any other benefits usually provided to employees. The Construction Manager understands and agrees that (1) no taxes or deductions will be withheld from the payments made hereunder to Construction Manager; (2) no taxes will be paid by the District on the Construction Manager's compensation; and (3) the District is not obligated thereby to pay any taxes or charges whatsoever to any taxing body as a result of its contract with the Construction Manager.

6. INDEMNIFICATION.

To the fullest extent permitted by law, Construction Manager shall indemnify, defend, and hold harmless the District, its officers, and employees against and from any and all claims, demands, lawsuits, actions, liability, damages, losses, expenses and costs (including but not limited to reasonable attorney's fees), arising out of or alleged to arise out of the performance of the work described herein, including injuries to or death of any person or persons, or injuries to or destruction of property, including the loss of use thereof, to the extent that any such claim, demand, lawsuit, action, liability, damage, loss, expense and cost is caused by any negligent or intentional act or omission of Construction Manager.

7. INSURANCE.

Construction Manager shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned, non-owned and hired automobile liability, and professional liability insurance coverage relating to Construction Manager's services to be performed hereunder covering District's risks in a form subject to the approval of the District. The minimum amounts of coverage, corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage

Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Consultant's vehicle usage in performing services hereunder)
Professional Liability	\$1,000,000 per occurrence/aggregate

Concurrently with the execution of this Agreement, Construction Manager shall furnish District with certificates and declaration pages of the insurance required hereunder to the satisfaction of the District and, with respect to evidence of commercial general liability, automobile liability and builder's risk insurance coverage, original endorsements:

- (a) Precluding cancellation before the expiration of thirty (30) days after District shall have received written notification of cancellation by first class mail;
- (b) Providing that Construction Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (c) Naming the District, it's Board, officers, employees and agents, as additional insured; and
- (d) Providing that Construction Manager's insurance coverage shall be primary insurance with respect to District, its Board, officers, employees and agents, and any insurance or self-insurance maintained by District for itself, its Board, officers, employees or agents shall be excess of Construction Manger's insurance and not contributory to it. In accordance with the provisions of Section 1861 of the California Labor Code, the Construction Manager in signing this Agreement certifies to District as true the following statement:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Construction Manager shall be responsible for, and shall obtain and file evidence of coverage on behalf of all his/her subcontractors. All such evidence shall be filed with the District. Should any such policy be cancelled before final completion of the work herein contemplated, and should Construction Manager fail to immediately procure other insurance as herein required, then District may procure such insurance and deduct the cost thereof from the amount due the Construction Manager.

8. MISCELLANEOUS.

- A. Extent of Agreement. This Agreement, with attachments and referenced materials, represents the entire and integrated agreement between the District and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the District and the Construction Manager.

Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager and the Architect or any of the contractors, subcontractors or material suppliers on the project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District or the Construction Manager which does not otherwise exist without

regard to this Agreement

- B. Notices. Any notices required to be sent to either party shall be delivered personally or transmitted by U.S. Mail, first class, postage prepaid, directed to the following persons at the locations indicated.

DISTRICT: Elizabeth Keema-Aston
Chief Business Officer
445 Montezuma Street
Rio Vista, CA 94571-1651

CONSTRUCTION
MANAGER: Ralph Caputo, CEO
RGM Kramer, Inc.
3230 Monument Way
Concord, CA 94518

- B. Term of Agreement. The term of this Agreement shall be for the period of construction of the Project and shall terminate at such time as the Notice of Completion for the last completed portion of the Project has been filed with the Office of the County Recorder, or the Contractors have completed all of the requirements of the Contract Documents, whichever occurs later.

Further, this Agreement may be terminated as follows:

- a. By either party, without cause after a 30-day written notification period;
- b. By mutual written consent of the parties;
- c. By the other party at any time based on a material breach of any of the provisions hereof after written notice to the breaching party stating the grounds for termination as a result of material breach.

If this Agreement is terminated pursuant to this subparagraph, Construction Manager shall be compensated for all work deemed adequately performed by the District prior to the effective date of termination.

- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this agreement the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- F. Ownership of Reports. All non-proprietary reports, drawings, renderings or other documents or materials prepared by the Construction Manager hereunder shall become the property of the District within 30 days from completion date of this Agreement.
- G. Conflicts of Interest. Construction Manager hereby covenants that, at the time of the execution of this agreement, the Construction Manager has no interest and shall not acquire any interest in the construction projects conducted by the District which would conflict in any manner or degree with the performance of services required to be performed under this agreement. Construction Manager also covenants that in the performance of work, no person having any such interest shall be employed.
- H. Governing Law. This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion

enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

- I. Successors and Assigns. The District and the Construction Manager, respectively, bind themselves, their partners, successors, assigns and representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the District nor the Construction Manager shall assign or transfer any interest in this Agreement without the written consent of the other.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written:

RIVER DELTA UNIFIED SCHOOL DISTRICT

RGM KRAMER, INC.



Katherine Wright, Superintendent

Ralph Caputo, Chief Executive Officer

EXHIBIT "A"



January 9, 2020

Elizabeth Keema-Aston, Chief Business Officer
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

RE: PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES
New Modular Buildings at D. H. White Elementary School

Dear Ms. Keema-Aston:

We propose to provide advisory and construction management services to the River Delta Unified School District for the D. H. White Elementary School New Modular Classroom project

Planning & Design Phases:

Our proposed fee for the Planning and Design Phase shall be on a time and materials basis per the following fee schedule. We estimate the cost of this work to be approximately \$15,000 and will not exceed that amount without the District's approval.

CONSTRUCTION CONSULTING AND MANAGEMENT SERVICES FEE SCHEDULE

(Effective January 1, 2020)

BUDGET: \$15,000

Table with 2 columns: Job Title and Hourly Rate. Rows include Principals (\$200.00 Hr.), Senior Project Manager/Program Manager (\$175.00 Hr.), Project Manager (\$160.00 Hr.), Project Engineer (\$120.00 Hr.), Estimator/Scheduler (\$160.00 Hr.), Project Superintendent (\$155.00 Hr.), Assistant Superintendent (\$120.00 Hr.), Project Coordinator (\$85.00 Hr.), Administrative Assistant (\$75.00 Hr.), and Secretarial/Clerical (\$60.00 Hr.).

Aforementioned rates include all taxes, insurance, health and welfare benefits, overhead and profit.

Annual fee increases will be based on data provided by the Bureau of Labor Statistics, Consumer Price Index.

Reimbursables: at cost plus 15%

Budget can be provided for reimbursable costs/services not provided by Owner.

- Site Office, Equipment, Utility Services
Postage/Mail/Overnight
Reproducibles/Plan Reproduction`

Bidding and Construction Phases

Our proposed fee for the bidding through construction phase shall be a fixed fee based on the OPSC fee schedule as shown below. The initial fee calculation shown below is based on a construction budget of \$800,000 and shall adjusted based on the actual construction cost to include site improvements and all building improvement costs including purchase and installation of the modular buildings.

OPSC Fee Calculation	%	Construction Amount	CM Fee
First \$500,000	8.0%	\$500,000	\$40,000
Next \$500,000	7.5%	\$300,000	\$37,500
Next \$1 Million	7.0%		\$0
Next \$4 Million	6.0%		\$0
Next \$4 Million	5.0%		\$0
Costs in excess of \$10 Million	4.0%		\$0
Totals		\$800,000	\$62,500

Summary of Fees:

Total Estimated Fee All Phases: \$77,500.00

Reimbursable Allowance: \$ 1,500.00

Total: \$79,000.00

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2019

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 19

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

SUBJECT:

Request to approve the proposed Districtwide Calendar for the 2020-2021 school year

BACKGROUND:

Superintendent Wright and representatives from RDUTA and CSEA met to set criteria, draft several calendars options, and distribute those options to all affected employees to vote on. The vote was anonymous through a sealed envelopes at each site/department.

STATUS:

The attached draft of the 2020-2021 Districtwide Calendar has been reviewed and received the majority of votes by both bargaining units.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the proposed Districtwide Calendar for the 2020-2021 school year.

Time allocated: 3 minutes

2020-2021 RIVER DELTA UNIFIED SCHOOL DISTRICT CALENDAR

MONTH	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					#
	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
JULY			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	0
AUGUST	3	4	5	6	7	10	11	12 ^{SS}	13	14	17	18	19	20	21	24	25	26	27	28	31					14
SEPTEMBER		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			21
OCTOBER				1	2	5	6	7	8	9	12	13 ^P	14	15 ^P	16 ^P	19	20	21	22	23	26	27	28	29	30	21
NOVEMBER	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30					15
DECEMBER		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		14
JANUARY					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	14
FEBRUARY	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26						18
MARCH	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			20
APRIL				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	19
MAY	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					20
JUNE		1	2	3	4 ^{SE}	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			4

TOTAL DAYS

TOTAL STUDENT DAYS

180

- = Non Student Days/Recess
- = Legal Holidays
- = Board Granted Holidays
- = Minimum Days
- = Teacher Pre-Service Days
- = Staff Development Days

SS = School Begins = August 12, 2020

SE = School Ends = June 4, 2021

P = Parent Conference Days = October 13, 15, 16, 2020

Non Student Days = October 12, 2020

Thanksgiving Break = November 23—27, 2020

Winter Break = December 21, 2020—January 8, 2021

Spring Break = March 29-April 5, 2021

Quarter _____ **Days**

Quarter 1 – Ends October 9, 2020 42

Quarter 2 – Ends December 18, 2020 43

Quarter 3 – Ends March 19, 2021 47

Quarter 4 – Ends June 4, 2021 48

REVISED Draft #1 Traditional

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X_____

From: Katherine Wright, Superintendent

Item Number: 20_____

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

SUBJECT:

Request approval authorizing Superintendent Katherine Wright to purchase two 30' X 32' DSA (NonStd) Modular Classrooms for D.H. White Elementary School

BACKGROUND:

The District is experiencing attendance growth in Rio Vista and needs to provide two additional classrooms at DH White Elementary School to house 6th grade students for the 2020-2021 school year. The District having limited funds and the need to be ready to house students in August 2020 will be looking at purchasing two new or reconditioned modular classrooms to be installed on a recessed foundation at grade.

STATUS:

There are limited modular classrooms available for purchase. Superintendent Wright is seeking authorization to purchase two modular classroom if they fit the criteria of the District when they become available. Mobile Modular has a few classroom that fit the criteria. However, a visual inspection is desired by the District prior to purchasing.

PRESENTER:

Katherine Wright and Elizabeth Keema-Aston

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Two 30' X 32' DSA (nonStd) modular \$142,168.12 from Fund 25 Developer Funds.

RECOMMENDATION:

That the Board authorizes Katherine Wright to purchase two 30' X 32' (nonStd) DSA Modular Classrooms for D.H. White

Time allocated: 5 minutes



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000
 Fax: (925) 453-3201
 www.mobilemodular.com

Sale Quotation and Agreement

Quotation Number: 293079
 Customer PO/Ref:
 Date of Quote: 01/09/2020

Sign up for the Easy Sale Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
River Delta USD 445 Montezuma St Rio Vista, CA 94571 Ralph Caputo ralph@rgmkramer.com Phone: (925) 671-7717	River Delta USD Riverview Middle 525 S. 2nd St. RIO VISTA, CA 94571-1941 Ralph Caputo ralph@rgmkramer.com Phone: (925) 671-7717	Questions? Contact: Kevin Gibson Kevin.Gibson@mobilemodular.com Direct Phone: (925) 453-3143 Fax: (925) 453-3201

Product Information	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 30x32 DSA (NonStd) <i>Non-Standard Configuration. Tackboard interior.</i>	2	\$56,719.00	\$113,438.00	Y
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 30x32 DSA (NonStd)				
4' base cabinet with sink	2	\$2,545.00	\$5,090.00	Y
84x24x48 Teaching Cabinet	2	\$1,384.00	\$2,768.00	Y
Block and Level Building (B7)	2	\$5,315.00	\$10,630.00	N
Delivery Haulage Lowboy 10 wide	6	\$955.00	\$5,730.00	N
Delivery Haulage Permit 10 wide Lowboy	6	\$95.00	\$570.00	N
			<u>\$24,788.00</u>	

Total Estimated Charges				
	Subtotal		\$138,226.00	
	Taxes		\$3,942.12	
	Total Charges (including tax)		\$142,168.12	

Special Notes

Additional Note: This is a sale quote for (2) 30x32 DSA Classroom Units sold in good condition. Price includes installing VCT tile flooring in entry way and also in area of base cabinet with sink. No ramps will be included. Closure panels have not included. Quote is based on level and accessible site by normal truck delivery.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

Flooring (Carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.

Delivery Date:
Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad

Sale Quotation and Agreement

Quotation Number: 293079
Customer PO/Ref:
Date of Quote: 01/09/2020



location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Used building sale:

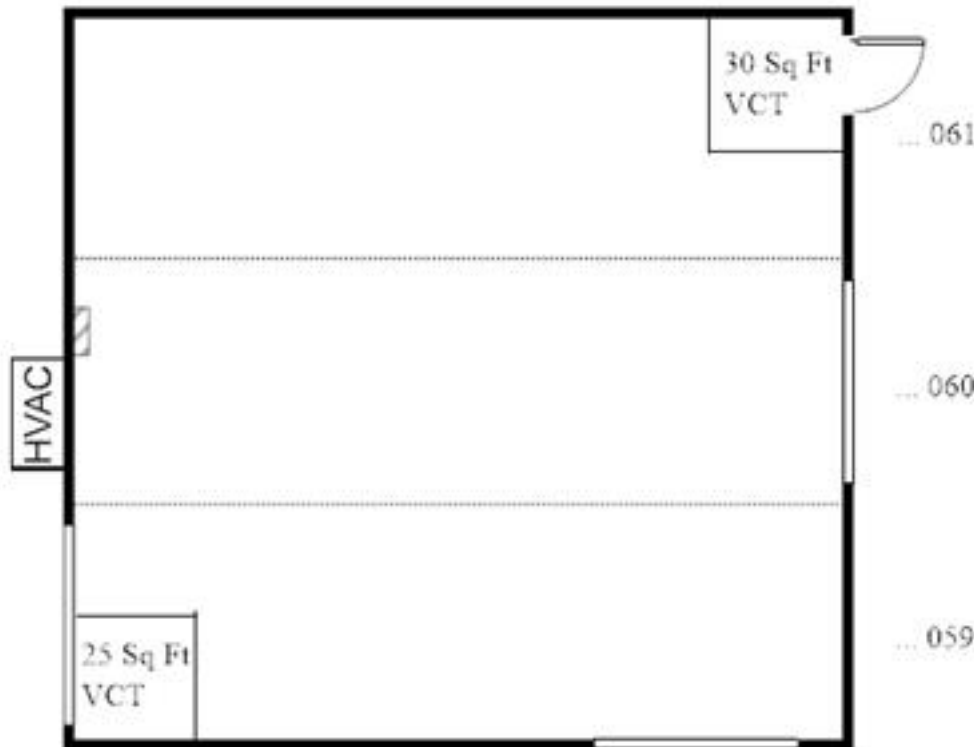
Quotation is for a used modular building sold in "as is" condition. Unless stated otherwise, MMMC will only perform a general cleaning & repair, reseal the roof, doors & windows, and test the electrical, mechanical & plumbing systems to ensure working condition at the time of delivery. For warranty information, please refer to the Supplemental Sale Terms and Conditions located on Seller's website at:

https://www.mobilemodular.com/Content/Documents/ContractTerms/Supplemental-Sale-T-and-C.pdf

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Floor Plans

Classroom, 30x32 DSA (NonStd)



All drawings and specifications are nominal.

Additional Information

- Quote is valid for 30 days.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, stairs, foundation systems, temporary power, skirting, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.
- Down Payment required on execution.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.
293079, 01-09-2020 02:40 PM prod

Sale Quotation and Agreement

Quotation Number: 293079
Customer PO/Ref:
Date of Quote: 01/09/2020



Mobile Modular Easy Sale. Sign Me Up!

Getting your modular building on its way has never been easier... and faster. With Mobile Modular Easy Sale you can convert your Sale Quotation directly into a Sale Agreement by signing below. Once we receive your signed Easy Sale option, we'll finalize your building details and get your project on its way.

Review and acknowledge agreement.

This Quotation is subject to Mobile Modular Management Corporation, a California corporation, herein known as seller (the "Seller"), credit approval of Customer, herein known as buyer (the "Buyer"). Seller does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below, customer accepts the terms of this quotation including prices and specifications, and instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Seller's Sale Agreement. Such sale, and customer's agreement thereto, is subject to Seller's standard terms and conditions located on the Seller's web site at (www.mobilemodular.com/contractterms) which are incorporated by reference herein. Customer may request a copy of the terms and conditions from Seller. No alterations, additions, exceptions, or changes to any Quotation or Agreement made by Buyer shall be effective against Seller, whether made hereon, contained in any printed form of Sale or elsewhere, unless accepted in writing by Seller. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Seller's Sale Agreement shall carry no force or effect except as an instrument of billing.

Seller:
Mobile Modular Management Corporation

By: _____
Name: _____
Title: _____
Date: _____

Buyer:
River Delta USD

Signature: _____
Print Name: _____
Title: _____
Date: _____

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: January 14, 2020

Attachments: X_____

From: Katherine Wright, Superintendent

Item Number: 21_____

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

SUBJECT:

Request to approve the Contract with Wilson Architecture, Inc. for design and engineering services for the addition of two modular classrooms at DH White Elementary School and associated permits, plans and site improvements

BACKGROUND:

The District needs permitting guidance, architectural design and engineering services from Architect to provide construction documents for state architectural (DSA) and local Fire Marshal regulatory approval, the production of bid documents for public bidding and construction administration from Wilson Architecture.

STATUS:

PRESENTER:

Katherine Wright and Elizabeth Keema-Aston

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Base Design and Engineering Services: Fixed Fee \$14,600.00

Optional Concrete Foundation Design: Fixed Fee \$5,200.00

Subtotal, Base Services: \$19,800.00

Reimbursable Allowance: \$2,000.00

Total: \$21,800.00 to be funded by Fund 25 Developer Fees

RECOMMENDATION:

That the Board authorizes the Superintendent, Katherine Wright, to finalize an agreement for design and engineering services with Wilson Architecture as presented for the addition of two modular classrooms and associated site improvements at DH White Elementary.

Time allocated: 3 minutes



WILSON ARCHITECTURE, INC.

609 15TH STREET
MODESTO, CA 95354-2510
(209) 577-0114
(209) 577-0116 FAX
Office - arcnorm@pacbell.net

PROPOSAL/AGREEMENT

When returning this document to Wilson Architecture, Inc. please return all pages (by fax or mail). Thank you.

January 8, 2020

Katherine Wright
River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571

**RE: Installation of (2) Portables at D H
White Elementary School**

Dear Ms. Wright,

We have reviewed the proposed area of work on the site for the D H White Elementary School with Marlin Jones from RGMK. We understand that we will need to submit and receive DSA approval for installation of (2) standard (30x32) relocatable buildings, set with an "at grade" foundation system with wood pads at permanent locations. Based on the information received, our office will prepare the architectural site plan and electrical / data / fire alarm, compile modular plans with ours and submit to DSA for approval.

The District will supply as-built drawings, as necessary, to determine connection locations, current accessible restrooms, drinking fountain, and accessible parking. We assume there is enough electrical power available close to the building locations to make them readily connected.

The project will require an appointment with DSA for final approval, stamp out, and processing. We have assumed that there will be a maximum of (1) type of modular drawings (one PC).

The current fire alarm system may need upgrading to accommodate the new buildings, and include the new Voice Evac fire alarm requirements by DSA. This should only require adding a voice amplifier and microphone at the front FACP, booster panel, and new devices within the new buildings. We have not included the design or replacement of the main fire alarm system at the campus in our proposal.

Our fee for the above project will be \$14,600.00, plus any additional required structural



TO: Katherine Wright, Superintendent
 River Delta Unified School District
 FROM: Norman Wilson, Wilson Architecture, Inc.
 SUBJECT: Installation of (2) Portables at D H White Elementary School

engineering (if applicable), and will include submittals and stamp out with DSA, coordination with the modular manufacturer, old drawings.

ADD Concrete foundation design and engineering. \$5,200.00
 Total \$19,800.00
 + Reimbursables

Reimbursables are in addition to the Fee as quoted above. Reimbursables include, but are not limited to: large format prints/copies, xerox copies, shipping, mileage, and postage. We estimate the reimbursables for this project to be \$2,000. We may pay your initial plan check submittal fee/DSA Fees as a courtesy, but this is excluded from our contract price and will be billed separately in addition to the above stated fees.

Included in our fee are the development of construction drawings for:

1. Architectural Drawings.
2. Electrical / Data Drawings / Fire Alarm (based on information given to us by the District).
3. Coordination with Modular Drawings provided to us by the District.
4. Submittal and stamp out with DSA.

Excluded from our fee:

1. Civil Engineering.
2. Landscape Design and Working Drawings.
3. All permit fees, submittal fees, etc.
4. Topo and boundary surveys, soils reports, material testing, etc. No surveying will take place and relative grading will be handled by the District's contractor making all adjustments needed.
5. Structural Engineering.
6. Any modifications required to existing buildings or relocated buildings.
7. Seismic Evaluation of used modular buildings.
8. Reimbursables.

DSA now requires that we certify that the relocated modular classroom is able to installed at your new site.

1. We must make sure the proposed building location is not in a flood zone and provide DSA with documentation stating this.
2. We must review the modular building plans (supplied by the District or obtained from DSA archives) and confirm that the building is allowed in the proposed seismic location (Seismic Zone/Fault Line Review...new regulation), if the building meets basic requirements we can proceed with the project (at no cost), if the building does not meet the basic requirements we will be required to provide a letter from a California Registered Structural Engineer that he has reviewed the drawings and the building meets the requirements of the seismic zone where the building is being proposed to be installed. **We did not include**



TO: Katherine Wright, Superintendent
River Delta Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: Installation of (2) Portables at D H White Elementary School

January 8, 2020
Page 3

any additional fees for this evaluation. It is possible that it may not be necessary if you have a current Geotechnical Report that addresses modular buildings on wood foundations for this site.

If the building or site location does not meet these requirements it will not be allowed to be moved/relocated by DSA.

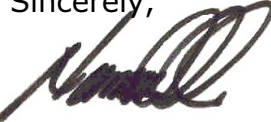
The site may need a site plan review and signature by the local fire authority and may need a new hydrant, or Fire Department required access and gates. New handicapped parking, striping and access may be required. We need to know the latest revisions/modernization of existing restrooms and locations to comply with DSA/ACS approval requirements for each site, along with proposed locations of new buildings.

We will need a PTN (Project Tracking Number) as assigned by the Office of Public School Construction (OPSC). The PTN is a joint tracking number that is used by DSA, OPSC, and other government agencies. A username and password must be used to obtain the PTN from the OPSC website. **DSA will no longer accept any plans that do not have a PTN as part of the application.**

All billings will be monthly as work is completed with carrying charges at 1½% monthly (18% Annually) on any amount unpaid for 30 days. Payment of invoices from Wilson Architecture, Inc. are not contingent on receipt of any loan proceeds, draws from loans/lines, escrow proceeds, payments from any Financial Institutions/Government Agencies, and/or tenant(s)/lessee(s). A copy of our "Standard Provisions of Agreement" (attached) are hereby part of this agreement. All permit and application fees, any required engineering, reimbursables, planning approval for uses is not part of the scope of work.

Please review this information and confirm by signing below and returning (1) copy by fax immediately and the original by mail. Please attach any necessary billing information or purchase order numbers required.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,


Norman E. Wilson
License #C10851

NEW:jph K:\WPData\Contracts\202329 Rio Vista - D H White ES Portables.frm



TO: Katherine Wright, Superintendent
River Delta Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: Installation of (2) Portables at D H White Elementary School

January 8, 2020
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By signing this, I state that I am authorized representative to sign for the company / partnership / corporation / limited liability company / government agency as indicated in this document and agree to the terms and conditions set out in this agreement and have received the "Standard Provisions of Agreement" as part of this agreement.

Approved
River Delta Unified School District

January 8, 2020

Authorized Signature

Date

Name and Title

Purchase Order/Internal #: _____



TO: Katherine Wright, Superintendent
 River Delta Unified School District
 FROM: Norman Wilson, Wilson Architecture, Inc.
 SUBJECT: Installation of (2) Portables at D H White Elementary School

January 8, 2020
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WILSON ARCHITECTURE, INC.
 609 15TH STREET
 MODESTO, CA 95354-2510
 (209) 577-0114
 (209) 577-0116 FAX

Job #: 202329

CURRENT BILLING INFORMATION

Name/Address: Katherine Wright
 River Delta Unified School District
 445 Montezuma Street
 Rio Vista, California 94571

REVISED BILLING INFORMATION

Name:	
Address:	
City, State & Zip:	
Contact:	
Phone No.:	
Fax No.:	

Approved By:	
Date:	



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STANDARD PROVISIONS OF AGREEMENT

The Client and Architect agree that the following provisions shall be part of their agreement.

1. The client binds itself and its, successors, and assigns to the Architect of this agreement in respect to all of the terms and conditions of this agreement. Architect, as used hereinafter in the agreement, shall be the Architect and his separate engineering consultants, if any.
2. Neither the client nor Architect shall assign his interest in this agreement without the written consent of the other which will not be unreasonably withheld.
3. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
4. Architect and Client hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Architect against Client or Client against Architect on any matter whatsoever arising out of, or in any way connected with, this agreement, the relationship of Architect and Client, Client use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect. If any action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and other necessary disbursements in addition to any other releases he may be entitled. Client and Architect hereby agree that if any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing becomes necessary to enforce or interpret the terms of this agreement, the place of venue shall be Stanislaus County, California.
5. All original papers, documents, copies, and computer tapes and files thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the sole property of the Architect. Services provided within this agreement are for the exclusive use of the client for the project only. The client may retain one reproducible sets of drawings plus prints of such work for project reference only and shall not reuse documents for other projects, and shall further hold the architect harmless from use of drawings for whatever purpose.
6. The Architect makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the Architect shall not be responsible for fluctuations in cost factors, or partial or overall costs.
7. Architect does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor is he responsible for their acts or omissions.
8. In the event that any changes are made in the plans and specifications by the client or persons other than Architect, which affects the Architect's work, any and all liability arising out of such changes is waived as against the Architect and the client assumes full responsibility for such changes unless client has given Architect prior notice and has received from Architect written consent for such changes.
9. The Architect is not responsible, and liability is waived by client against Architect, for use by client of any other person of any plans and drawings not signed by Architect. **The Client agrees that the Architect has no responsibility for the design or their respective drawings, for any other items noted as "excluded" from the project on our attached proposal.**
10. The client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the client further agrees to defend, indemnify and hold the Architect harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the negligence of the Architect.
11. A late payment FINANCE CHARGE (including bookkeeping charges) will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, and will be applied to any unpaid balances commencing 30 days after the date of the original invoice. A written notice of late payment must be given to the Client notifying him of default.
12. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required the said additional work shall be paid by client as extra work.
13. Limitation of Liability: The entire and combined liability of the Architect, with the exception of liability for personal injury, shall in no event exceed the total amount actually paid to the Architect by the Owner for services performed hereunder, due to the limited scope of services.
14. In the event all or any portion of the work prepared or partially prepared by the Architect by suspended, abandoned, or terminated, the client shall pay the Architect for the work performed on the agreed hourly basis, not to exceed any maximum contract amount specified herein.
15. Rights of Lien: The owner and/or client acknowledges and accepts the architects and consultants rights to protect their rights to fair compensation for services performed. The owner herein acknowledges the consultants' right and recourse to file notice of liens, preliminary, and final actions as necessary to protect such rights of collection whether on developed or unimproved lands where professional services have been performed for the owner, or title holder, or optionee of such lands where studies, drawings or other services have been performed under this agreement.
16. All public advertising, mailers, sales information, and other publicity where the building or project, is shown as a significant portion of the advertisement, shall bear the Architect's name with the building/project photos/prints and other advertisements, unless so directed otherwise by the Architect, and shall be done in a professional manner acceptable to the Architect. The Client agrees to allow the Architect to install a job sign on the project.
17. Unless stipulated otherwise, the client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessments fees, engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, travel, courier service, blueprints and reproductions. All such costs shall be charged to client separately on each invoice as reimbursable expenses to this agreement in addition to the fee. Consultants services to the Architect shall be billed at 1.5 x Architect's direct costs when such work



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- is not part of Architect's basic services.
18. Asbestos and other Hazardous Materials: The Architect and his consultants do not perform services related to the identification, containment, design, control, or removal of asbestos or other hazardous materials nor will they assume liability for any damages or costs related to these materials. This includes all hazardous materials including the newly discovered implications or "acid rain" and "indoor pollution".
 19. It is understood between the Owner and the Architect that any construction project involves interpretation of codes and information from many sources, and that during the course of construction various items of correction are needed, due to these circumstances and errors/omissions from the drawings, therefore the Owner will provide sufficient construction contingency funds equal to a minimum of 10-15% of project budgets (building) to cover field and change orders and other necessary changes/modifications required for a completed project. The architect will not pay for change orders or back charges, but will provide prompt and free services to correct such oversights as necessary for such related responsibilities.
 20. Time for review and recommendations for field and change orders that are not the direct responsibility of the architect or their engineers shall be additional services based on standard hourly rates and charges.
 21. This agreement when executed and returned with any other requested documents/fees shall authorize the Architect and Consultants to proceed immediately under the terms of the agreement. This agreement shall automatically terminate twelve (12) months from execution of this agreement or sooner if all services have been performed.
 22. The Client will supply the Architect all information known about underground site utilities or other underground concerns. The Architect will not be held responsible for job related problems relating to underground items not transmitted to the Architect.
 23. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party, but only after the other party is given:
 - a. not less than ten (10) days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
 24. This Agreement may be terminated in whole or in part by CLIENT for its convenience; but only after the ARCHITECT is given:
 - a. not less than fifteen (15) days' written notice of intent to terminate; and
 - b. an opportunity for consultation with CLIENT prior to termination.
 25. If termination for default is effected by CLIENT, CLIENT will pay ARCHITECT that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the ARCHITECT at the time of termination may be adjusted to the extent of any additional costs occasioned to CLIENT by reason of the ARCHITECT's default.
 26. If termination for default is effected by the ARCHITECT, or if termination of convenience is effected by CLIENT, an equitable adjustment in the compensation shall be made, which shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.
 27. Upon receipt or delivery by ARCHITECT of a termination notice, the ARCHITECT shall:
 - a. promptly discontinue all services affected (unless the notice directs otherwise); and
 28. Upon termination, CLIENT may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the ARCHITECT shall cease conduction business, CLIENT shall have the right to offer employment to any employee of the ARCHITECT assigned to the performance of this Agreement.
 29. The rights and remedies of CLIENT and the ARCHITECT provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
 30. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
 - a. Delays arising from the actions or inactions of one or more of ARCHITECT's principals, officers, employees, agents, subcontractors, consultants, vendors or suppliers are expressly recognized to be within ARCHITECT's control.
 31. If additional services are required, in addition to the signed contract, written authorization from the CLIENT will be obtained prior to the start of work. The ARCHITECT will request from the CLIENT additional services, by way of a Change Order or Professional Services Supplement. The request for additional services will include our Job Number/Job Description, Scope of Additional Work, Estimated Additional Fee, and Time Frame to complete work. The ARCHITECT may also commence work upon written authorization from the CLIENT in the form of a letter or fax.